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Attorneys for Plaintiffs KENTOYA MITCHELL and
DANA MILES, individually, and on behalf of all
others similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

KENTOYA MITCHELL and DANA MILES,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

PACIFIC INVESTMENT & MANAGEMENT,
INC., a California Corporation; PREMIER
INVESTORS GROUP, INC., a California
Corporation; LINCOLN PETROLEUM INC., a
California Corporation; FARHAD
GHADOOSHAHY, a natural person; FARZAN
GHADOOSHAHY, a natural person; and DOES
3 through 50, inclusive,

Defendants.

Case No.: 20STCV43188

[Assigned for all purposes to the Hon. Elihu M.
Berle, Dept. 6]

COMPLEX CLASS ACTION

**DECLARATION OF TARAS KICK IN
SUPPORT OF UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: March 6, 2023
Time: 9:00 a.m.
Dept: 6

Complaint filed: November 10, 2020
FAC filed: August 26, 2021
SAC filed: December 2, 2021
Trial date: None set

1 I, Taras Kick, declare:

2 1. I am an attorney licensed to practice before all courts of the State of California and a
3 shareholder with The Kick Law Firm, APC. The following is based on my personal knowledge, and, if
4 called as a witness, I could and would testify competently thereto.

5 2. I have been a member of the California State Bar since 1989, the year I graduated from the
6 University of Pennsylvania Law School. Prior to that, in 1986, I graduated from Swarthmore College,
7 from which I earned a Bachelor of Arts degree in Economics and Psychology. I have served as class
8 counsel in numerous national and California state class actions, including being appointed lead counsel
9 and a member of plaintiffs' executive committees. From 2012 to September 2017, I was a Commissioner
10 of the California Law Revision Commission, an independent state agency created by statute in 1953 to
11 assist the Legislature and Governor by examining California law and recommending needed reforms,
12 having been appointed by Governor Edmund G. Brown Jr. in 2012, and was Chairperson of the
13 Commission from September 2015 through September 2016 (although my role in this case is independent
14 of any aspect of my duties with the Commission and does not reflect one way or the other any positions
15 of the Commission). For over five years I was a member of the national Board of Directors of Public
16 Justice, including its Class Action Preservation Committee. I am or have been a member of numerous
17 other committees pertaining to consumer class actions, including the American Association for Justice
18 Class Action Litigation Sub-Group; the Consumer Attorneys of California Class Action Group; the
19 American Bar Association Committee on Class Actions & Derivative Suits; and, the State Bar of
20 California Antitrust and Unfair Competition Litigation section. The Kick Law Firm, APC primarily
21 represents plaintiffs in wage and hour and consumer class actions.

22 3. The class action cases in which this firm has been appointed either as lead counsel, or as
23 co-lead counsel, include the following: *Eaton v. Cavalia (USA) Inc., et al.*, San Francisco County Superior
24 Court, Case No. CGC-19-579421, assigned to Richard B. Ulmer (class and representative PAGA action,
25 final approval granted November 21, 2022); *Johnson v. Randy Taylor Consulting, LLC, et al.*, Los Angeles
26 County Superior Court Case No. 21SMCV00156, assigned to Hon. Helen Zukin, SSC-207 (class and
27 representative PAGA action, final approval granted November 2, 2022); *In Re Southern California Gas*

1 *Leak Cases*, Judicial Council Coordinated Proceeding No. 4861, assigned to Hon. Daniel J. Buckley,
2 Coordination Trial Judge, Dept. SSC-1 (co-lead counsel and member of the class action steering
3 committee, final approval granted April 29, 2022); *Samano v. Deleons Transport Inc.*, Los Angeles
4 County Superior Court, Case No. 19STCV44589, assigned for all purposes to Hon. Elihu M. Berle (class
5 and representative PAGA action; final approval granted January 22, 2022); *Johnson, et al., v. Angel View*,
6 San Bernardino County Superior Court, Case No. CIVDS1935378 (class and representative PAGA action;
7 final approval granted November 18, 2021); *Imperial Wage And Hour Cases*, San Bernardino County
8 Superior Court, Case No. JCPDS5130 (class and representative PAGA action; final approval granted
9 November 2, 2021); *Metzke v. Thermo Fisher Scientific, Inc.*, San Francisco County Superior Court, Case
10 No. CGC-19-581914 (class and representative PAGA action; final approval granted October 28, 2021);
11 *Story v. SEFCU*, United States District Court for the Northern District of New York, Case No. 1:18-cv-
12 00764 (an overdraft fee class action, final approval granted on February 25, 2021); *Daves, et al. v.*
13 *Amadeus Waterawys, Inc.*, Los Angeles County Superior Court, Case No. 19STCV25203, assigned for all
14 purposes to Hon. Ann I. Jones (wage & hour class action; final approval granted January 8, 2021); *Smith*
15 *v. Bank of Hawaii*, United States District Court for the District of Hawaii, Case No. 1:16-cv-00513 (an
16 overdraft fee class action, final approval granted on December 22, 2020); *Coleman-Weathersbee v.*
17 *Michigan State University Federal Credit Union*, United States District Court for the Eastern District of
18 Michigan, Case No. 2:19-cv-11674 (an overdraft fee class action, final approval granted on July 29, 2020);
19 *Walker v. People's United Bank*, United States District Court for the District of Connecticut, Case No.
20 3:17-cv-00304 (an overdraft fee class action, final approval granted on June 29, 2020); *Salls v. Digital*
21 *Federal Credit Union*, United States District Court for the District of Massachusetts, Case. No. 18-cv-
22 11262-TSH (an overdraft fee class action, final approval granted in January 2020); *Pingston-Poling v.*
23 *Advia Credit Union*, United States District Court for the Western District of Michigan, Case No. 1:15-
24 CV-1208 (an overdraft fee class action, final approval granted in January 2020); *Lloyd v. Navy Federal*
25 *Credit Union*, United States District Court for the Southern District of California, Case No. 3:17-cv-01280
26 (an overdraft fee class action, final approval granted May 18, 2019); *Ketner v. SECU Maryland*, Civil
27 No.:1:15-CV-03594-CCB (D. MD. 2017) (an overdraft fee class action, final approval granted January

11, 2018); *Towner v. 1st MidAmerica Credit Union*, No. 3:15-cv-1162 (S.D. Ill. 2017) (an overdraft fee class action, final approval granted in November 2017); *Lane v. Campus Federal Credit Union*, Case No. 3:16-cv-00037 (M.D. La. 2017) (an overdraft fee class action, final approval granted in August 2017); *Fry v. MidFlorida Credit Union*, United States District Court for the Middle District of Florida, Case No. 8:15-CV-2743 (an overdraft fee class action, final approval granted); *Ramirez v. Baxter Credit Union*, United States District Court for the Northern District of California, Case No. 16-cv-03765-SI (an overdraft fee class action, final approval granted); *Lynch v. San Diego County Credit Union*, San Diego County Superior Court, Case No. 37-2015-00008551 (an overdraft fee class action, final approval granted); *Gunter v. United Federal Credit Union*, United States District Court for the District of Nevada, Case No. 3:15-cv-00483-MMD-WGC (an overdraft fee class action, final approval granted); *Hernandez v. Point Loma Credit Union*, San Diego County Superior Court, Case No. 37-2013-00053519 (an overdraft fee class action, final approval granted); *Gray v. Los Angeles Federal Credit Union*, Los Angeles County Superior Court, Case No. BC625500 (an overdraft fee class action, final approval granted in); *Morales v. Kern Schools Federal Credit Union*, Kern County Superior Court, Case No. BCV-15-100538 (an overdraft fee class action, final approval granted in June 2017); *Manwaring v. Golden 1 Credit Union*, Sacramento County Superior Court, Case No. 34-2013-00142667 (an overdraft fee class action, final approval granted); *Casey v. Orange County Credit Union*, Orange County Superior Court No. 30-2013-00658493-CJ-BT-CXC (an overdraft fee class action, final approval granted); *Sewell v. Wescom Credit Union*, Los Angeles County Superior Court No. BC5860 (an overdraft fee class action, final approval granted); *Fernandez v. Altura Credit Union*, Riverside County Superior Court, Case No. RIC1610873 (an overdraft fee class action, final approval granted); *Hernandez v. Logix Federal Credit Union*, Los Angeles County Superior Court, Case No. BC628495 (an overdraft fee class action, final approval granted); *Bowens v. Mazuma Federal Credit Union*, United States District Court for the Western District of Missouri, Case No. 15-00758-CV-W-BP (an overdraft fee class action, final approval granted); *Santiago v. Meriwest Credit Union*, Sacramento County Superior Court, Case No. 34-2015-00183730 (an overdraft fee class action, final approval granted); *Howard v. Sage Software*, Los Angeles County Superior Court Case No. BC487140 (final approval granted); *Kirtley v. Wadekar*, United States District Court for the

1 District of New Jersey, Case No. 05-5383 (final approval granted); *Pereyra v. Mike Campbell &*
2 *Associates*, Los Angeles County Superior Court Case No. BC365631 (final approval granted); *Alston v.*
3 *Pacific Bell*, Los Angeles County Superior Court Case No. BC297863 (final approval granted); *Oshaben*
4 *v. Monster Worldwide, Inc.*, et al., San Francisco County Superior Court Case No. CGC-06-454538 (final
5 approval granted); *Cole v. T-Mobile USA, et al.*, Central District of California Case No. 06-6649 (final
6 approval granted).

7 4. Other attorneys at The Kick Law Firm, APC (“TKLF”) who worked on this matter include
8 Roy Suh, who was admitted to the California Bar in 2012 and since then has practiced exclusively in
9 plaintiffs’ employment and consumer cases and is very experienced in California wage and hour class
10 action litigation. Another TKLF attorney who worked on this matter is Karen Wallace, who was admitted
11 to the California Bar in 2010 and who since then has practiced substantially in plaintiffs’ employment and
12 consumer cases. Another TKLF attorney who worked on this matter is Jeffrey Bils, who was admitted to
13 the California Bar in 2014 and has since then practiced employment and consumer litigation. Another
14 TKLF attorney who worked on this matter is Greg Taylor, a 2016 graduate of UCLA School of Law who
15 has represented plaintiffs in employment actions for approximately five years before joining TKLF in
16 2022.

17 5. My hourly rate is \$900 an hour and has been approved by multiple courts across the
18 country, including recently in *In Re Southern California Gas Leak Cases*, Judicial Council Coordinated
19 Proceeding No. 4861, assigned to Hon. Daniel J. Buckley, Coordination Trial Judge, Dept. SSC-1 (co-
20 lead counsel and member of the class action steering committee, final approval granted April 29, 2022);
21 *Johnson v. Randy Taylor Consulting, LLC, et al.*, Los Angeles County Superior Court Case No.
22 21SMCV00156, assigned to Hon. Helen Zukin, Dept. SSC-207 (lead counsel for the class; final approval
23 granted November 2, 2022); and, *Eaton v. Cavalia (USA) Inc., et al.*, San Francisco County Superior
24 Court, Case No. CGC-19-579421, assigned to Richard B. Ulmer (lead counsel for the class; final approval
25 granted November 21, 2022). The other attorneys being included in the firm’s lodestar have also been
26 approved at the rates being presented in this motion.

6. To date, the lodestar of The Kick Law Firm, APC, in this matter is approximately \$325,665 with a total of 442.6 hours expended by TKLF. This includes 149.3 hours billed by me at the rate of \$900 per hour; 130 hours for attorney Roy Suh, 122.6 hours for attorney Karen Wallace, and 41.7 hours for attorney Greg Taylor, all at \$650 per hour. For professional billing judgment reasons and continuity, the hours of an additional attorney at the firm, while helpful towards the case, were removed from the lodestar.

7. Based on my personal knowledge and review of case records in this matter, below is a summary and categorization of the hours expended in the prosecution of this case as follows:

<u>Task</u>	<u>Attorney Time</u>
Pre-suit investigation, Factual Development, Client Meetings and Correspondence <i>Researched potential causes of action; researched potentially applicable laws and regulations; researched CA state law; prepared letter to LWDA; internal correspondence</i>	TK – 18 RS – 26.5
Strategy, Case Analysis, Class Counsel Conferences and Status Conferences <i>Strategy meetings internally at the firm and with the proposed class representative throughout the case; meet and confer with opposing counsel in advance of case management conference; preparing and filing case management conference statements</i>	TK – 8.1 RS – 9.5 KW – 8 GT – 2.3
Pleadings <i>Researched, drafted, and edited complaint and amended complaint; related correspondence with client; providing notice of case reassignment</i>	TK – 38 RS – 52
Discovery <i>Internal correspondence re discovery; reviewed defendant's discovery requests; correspondence with class representative re discovery requests; drafting discovery responses; conferred re responses; requested, checked and analyzed timekeeping and payroll records produced by Defendant</i>	TK – 22.5 RS – 42 KW – 30.5 JB – removed

<u>Task</u>	<u>Attorney Time</u>
Settlement <i>Coordinated settlement strategy; engaged in settlement discussions with opposing counsel; prepared for and engaged in private mediation; negotiated and finalized settlement agreement and all associated documentation</i>	TK – 29.5 KW – 36 JB – removed GT – 0.9
Preliminary Approval <i>Drafted motion for preliminary approval of class action settlement, accompanying declarations, and proposed order</i>	TK – 22 KW – 41 GT – 11.1
Class Notice <i>Worked with notice administrator to develop notice plan; drafted notices; oversaw notice process.</i>	TK – 1.2 KW – 7.1 GT – 3.1
Final Approval, Settlement Execution, Distribution of Common Fund (Estimated) <i>Prepare motion for final approval and all supporting declarations; related correspondence with class representative and administrator; prepare for and attend final approval hearing, work with settlement administrator to ensure proper distribution of funds to class members and PAGA members, prepare any post-final approval motions.</i>	TK – 10 GT – 24.5
Totals	442.6 hours

8. The above hours and corresponding rates for each attorney at The Kick Law Firm, APC, including a reduction of hours for business judgment reasons, are broken down as follows:

Name	Hours	Rate	Total
Taras Kick (“TK”)	149.3	\$900	\$134,370
Roy Suh (“RS”)	130	\$650	\$84,500
Karen Wallace (“KW”)	122.6	\$650	\$79,690
Greg Taylor (“GT”)	41.7	\$650	\$27,105
TOTAL			\$325,665

1 9. Further, substantial non-attorney staff at The Kick Law Firm, APC worked on this matter,
2 including in a paralegal capacity, which I can estimate if requested. None of that time is included in the
3 firm's lodestar, and I estimate it at over 10 hours to date. Additionally, and based on past experience, I
4 know I personally will incur additional time in connection with this matter, including preparing for and
5 appearing at the final approval hearing; post-final approval document review; potentially fielding
6 questions from class members; and, working with the settlement administrator. It is my best estimate this
7 will be about another 10 hours of my time.

8 10. In addition to the above, paragraphs 10 through 19 further describe the work done by
9 attorneys at The Kick Law Firm, APC leading up to the present. First, prior to the filing of the complaint,
10 there was initial investigation of the claims alleged and conducted extensive legal research regarding
11 Defendants' potential liability and defenses; and communications with class representative Kentoya
12 Mitchell before filing the complaint, including working with her to gather documents and information. In
13 addition, on September 1, 2020, Plaintiff Mitchell provided notice to the Labor and Workforce
14 Development Agency ("LWDA") and Defendant, Case No. LWDA-CM-804755-20, pursuant to the
15 California Labor Code Private Attorneys General Act of 2004 ("PAGA"), alleging Defendants violated
16 various provisions of the California Labor Code and IWC Wage Orders. A true and correct copy of this
17 LWDA Notice dated September 1, 2020, and confirmation of submission to the LWDA are attached as
18 **Exhibit 2.**

19 11. Plaintiff Mitchell filed this action on November 10, 2020, and Defendants Pacific
20 Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc., Farhad
21 Ghadooshahy, and Farzan Ghadooshahy ("Defendants") filed their Answer on January 29, 2021. On
22 August 26, 2021, Plaintiff Mitchell filed a First Amended Complaint ("FAC"), adding Plaintiff Miles and
23 Defendants Farzan Ghadooshahy and Farhad Ghadooshahy as named parties to the Action. A Second
24 Amended Complaint ("SAC") was filed on December 2, 2021, to correct defective service of the FAC.
25 Defendants have denied, and continue to deny, any liability and wrongdoing of any kind associated with
26 any of the allegations in the Action.

1 12. On June 3, 2021, the Court ordered that the scope of the putative class for discovery
2 purposes included all employees “who worked at any one of the Defendants’ ‘Fueling Stations’ during
3 the putative class period of November 10, 2016, to the present, which include the retail gasoline stations
4 under the common ownership, management and/or corporate control of Messrs. Farhad Ghadooshahy and
5 Farzan Ghadooshahy, and regardless of the legal entities whose names appear on putative class members’
6 wage statements for the work performed.”

7 13. On December 12, 2020, Plaintiff Mitchell filed an Amended PAGA Notice to the LWDA
8 and to Defendants to add Pacific as a legal entity employer. A true and correct copy of this Amended
9 PAGA Notice dated December 12, 2020, and confirmation of submission to the LWDA are attached as
10 **Exhibit 3.**

11 14. On July 16, 2021, Plaintiff Mitchell further amended her PAGA Notice to name Defendants
12 Farhad Ghadooshahy and Farzan Ghadooshahy as employers and to add Plaintiff Miles as an aggrieved
13 employee. A true and correct copy of this Further Amended PAGA Notice dated July 16, 2021, and
14 confirmation of submission to the LWDA are attached as **Exhibit 4.**

15 15. On July 16, 2021, Plaintiff Miles submitted a separate PAGA Notice to the LWDA and to
16 all Defendants, LWDA Case No. LWDA-CM-838171-21. A true and correct copy of Ms. Miles’ PAGA
17 Notice dated July 16, 2021, is attached as **Exhibit 5.**

18 16. The investigation and discovery conducted in this matter have been adequate to give the
19 Plaintiffs and Class Counsel a sound understanding of the merits of their position, Defendants’ defenses,
20 and to evaluate the reasonable value range of the claims of the Class. Counsel for the Parties used the pre-
21 mediation time period to investigate the veracity, strength, and scope of the claims, and also to prepare
22 the matter for class certification and trial.

23 17. The Parties engaged in formal discovery, and Class Counsel prepared and propounded on
24 Defendants interrogatories, requests for admissions, and production demands on Premier and Lincoln,
25 Plaintiffs’ legal entity employers. In addition to formal requests for production of documents, the Parties
26 engaged in substantial informal discovery, which Class Counsel used to evaluate the value of the claims.
27 Defendants’ production included a sample of relevant timekeeping and payroll records for 313 randomly

1 selected putative Class Members employed by Defendants during the period from January 2018 to
2 December 2020, which represents approximately 36% of the putative class. Personnel files and
3 Defendants' written policies were also produced.

4 18. Class Counsel and Plaintiffs' expert conducted significant investigation into the claims and
5 estimates, including careful analysis of this data, which was used as a damages model for the mediation.
6 Based on the information gathered, including these damages calculations, Plaintiffs' expert estimated the
7 recovery the Class could potentially obtain, if Plaintiffs were to prevail.

8 19. Review of all records confirmed substantial violations, including Defendants' systemic
9 failure to provide employees the opportunity to take timely, duty-free meal periods. Class Counsel
10 carefully considered the class claims at issue and its expert's analysis of violation rates for Defendants'
11 sample of time and payroll data. Based on the information gathered, including these damages calculations,
12 Class Counsel estimated the recovery the Class could potentially obtain, if Plaintiffs were to prevail on
13 each theory of liability at trial. Had this case gone to trial and Plaintiffs prevailed on all legal theories,
14 Plaintiffs estimated Defendants' maximum exposure for underpayment of wages to be approximately
15 \$8,884,416, without penalties.

16 20. Based on good faith meet and confer efforts, the Parties agreed to proceed to mediation
17 with Lynn Frank, Esq., a well-respected and experienced mediator. On February 3, 2022, the Parties
18 attended a full-day, private mediation with Ms. Frank. Additional information was exchanged during the
19 mediation. Negotiations were at all times at arm's length and adverse. With the assistance of the mediator,
20 the Parties were successful in reaching a settlement in principle. Thereafter, the Parties continued to
21 negotiate at arm's-length to reach the terms of the proposed Settlement.

22 21. On or about May 23, 2022, the parties signed a settlement agreement, under which
23 Defendants agreed to pay a gross settlement amount of \$1,624,000.00 into a settlement fund. On
24 September 9, 2022, the Parties signed the Revised Settlement and Release Agreement ("Settlement" or
25 "Settlement Agreement"). The Settlement is one which I believe is fair, adequate, and reasonable, and in
26 the best interest of the class members. Attached as **Exhibit 1** is a true and correct copy of the fully executed
27 Settlement Agreement.

22. On June 30, 2022, Plaintiffs filed an Unopposed Motion for Preliminary Approval of Class Action Settlement (“MPA”), which was before this Court on August 25, 2022, and again on October 13, 2022. Following the hearing on August 25, 2022, additional briefing and revisions were completed as requested by the Court, including revisions the Settlement Agreement.

23. On October 25, 2022, the Court confirmed the revisions it had ordered were made, and entered the Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), preliminarily approving the terms of the Settlement Agreement, the Class Notice, and the proposed administration procedures and associated deadlines.

24. Thereafter, Plaintiffs drafted the concurrently filed Motion for Final Approval, and worked with the settlement administrator and opposing counsel on class notice and settlement administration issues.

25. The Kick Law Firm, APC undertook this case on a contingent basis, with the understanding that it would not be compensated for its efforts unless the case was successful. To date, TKLF has not been paid for any of its time spent on this matter. The time spent on this matter by the firm’s attorneys has required considerable work that could have, and would have, been spent on other billable matters. As a result of having accepted and been devoted to this case, it is my informed belief this law firm wound up not representing parties in cases it otherwise would have, and which in my opinion would have compensated this firm at its hourly rates requested here.

26. The Kick Law Firm, APC is the only Class Counsel in this case, so there is no fee sharing.

27. The Parties are not aware of any other cases that may be impacted by the Settlement.

28. Class Counsel requests reimbursement of \$24,694.23 for actual costs advanced and necessarily incurred in connection with the prosecution and settlement of the Action to date. All of these out of these pockets were reasonably and necessarily incurred to pursue this Action and are detailed below:

Date	Vendor	Amount
09/01/2020	LWDA	\$ 75.00
09/01/2020	Stamps.com	\$ 16.90
12/06/2020	First Legal Network	\$ 1,658.75
05/25/2021	LA Court Connect	\$ 23.00
05/31/2021	First Legal Network	\$ 52.25

1	06/01/2021	First Legal Network	\$ 93.25
2	06/01/2021	First Legal Network	\$ 52.25
3	06/01/2021	First Legal Network	\$ 84.05
4	06/01/2021	First Legal Network	\$ 29.75
5	06/03/2021	Veritext	\$ 674.00
6	07/07/2021	First Legal Network	\$ 52.25
7	07/07/2021	First Legal Network	\$ 52.25
8	07/07/2021	First Legal Network	\$ 29.75
9	07/15/2021	First Legal Network	\$ 65.19
10	09/02/2021	Simpluris, Inc.	\$ 817.50
11	09/24/2021	Case Anywhere LLC	\$ 88.80
12	09/24/2021	Case Anywhere LLC	\$ 306.00
13	11/03/2021	Case Anywhere LLC	\$ 12.20
14	11/08/2021	First Legal Network	\$ 167.05
15	11/08/2021	First Legal Network	\$ 65.75
16	11/08/2021	First Legal Network	\$ 132.05
17	11/08/2021	First Legal Network	\$ 47.75
18	11/08/2021	First Legal Network	\$ 37.75
19	11/09/2021	First Legal Network	\$ 65.19
20	11/09/2021	First Legal Network	\$ 112.85
21	12/03/2021	Case Anywhere LLC	\$ 12.20
22	12/03/2021	Case Anywhere LLC	\$ 12.20
23	12/04/2021	Case Anywhere LLC	\$ 144.00
24	12/04/2021	Case Anywhere LLC	\$ 126.00
25	12/04/2021	First Legal Network	\$ 110.65
26	12/22/2021	Los Angeles Sup. Ct.	\$ 20.00
27	12/31/2021	Case Anywhere LLC	\$ 12.20
	01/13/2022	Lynn S. Frank (Mediation)	\$ 9,000.00
	03/03/2022	Case Anywhere LLC	\$ 12.20
	03/03/2022	Case Anywhere LLC	\$ 12.20
	03/15/2022	Case Anywhere LLC	\$ 198.00
	04/21/2022	Berger Consulting Group	\$ 9,150.00
	07/05/2022	Case Anywhere LLC	\$ 74.30
	09/30/2022	First Legal Network	\$ 195.90
	10/05/2022	Case Anywhere LLC	\$ 12.20
	10/05/2022	Case Anywhere LLC	\$ 12.20
	10/05/2022	Case Anywhere LLC	\$ 12.20
	10/05/2022	Case Anywhere LLC	\$ 12.20
	10/09/2022	First Legal Network	\$ 86.50
	10/18/2022	First Legal Network	\$ 48.75
	10/18/2022	First Legal Network	\$ 48.75
	10/18/2022	First Legal Network	\$ 44.00

1	10/20/2022	Los Angeles Sup. Court	\$ 2.25
2	10/24/2022	Case Anywhere LLC	\$ 156.00
3	10/24/2022	Case Anywhere LLC	\$ 132.00
4	11/01/2022	First Legal Network	\$ 31.00
5	11/02/2022	Case Anywhere LLC	\$ 12.20
6	07/05/2022	Case Anywhere LLC	\$ 74.30
7	09/30/2022	First Legal Network	\$ 195.90
8	10/05/2022	Case Anywhere LLC	\$ 12.20
9	10/05/2022	Case Anywhere LLC	\$ 12.20
10	10/05/2022	Case Anywhere LLC	\$ 12.20
11	10/05/2022	Case Anywhere LLC	\$ 12.20
12	10/09/2022	First Legal Network	\$ 86.50
13	10/18/2022	First Legal Network	\$ 48.75
14	10/18/2022	First Legal Network	\$ 48.75
15	10/18/2022	First Legal Network	\$ 44.00
16	10/20/2022	Los Angeles Sup. Court	\$ 2.25
17	10/24/2022	Case Anywhere LLC	\$ 156.00
18	10/24/2022	Case Anywhere LLC	\$ 132.00
19	11/01/2022	First Legal Network	\$ 31.00
20	11/02/2022	Case Anywhere LLC	\$ 12.20
21	11/02/2022	Case Anywhere LLC	\$ 12.20
22	11/02/2022	Case Anywhere LLC	\$ 12.20
23	12/09/2022	Case Anywhere LLC	\$ 156.00
24		Total	\$24,694.23

29. Here, Class members all worked for Defendants during the Class Period and Defendants' records readily identified the Class Members based on their dates of employment.

30. As evidenced by their concurrently filed declarations, the proposed class representatives Kentoya Mitchell and Dana Miles are typical of the settlement class. They were employed by Defendants during the Class Period and were subject to the same uniform policies and procedures with respect to timekeeping and payroll that resulted in the alleged wage and hour violations. Moreover, Plaintiffs' interests are essentially identical, if not exactly identical, to those of the Class and there is no conflict between Plaintiffs or Class Counsel, on the one hand, and any other Class Member.

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1 31. Additionally, Ms. Mitchell and Ms. Miles have participated in this case actively. They
2 spent a substantial amount of time and effort in investigating the claims, gathering documents and other
3 information, aiding in the preparation for mediation, and making themselves available to provide the
4 attorneys further information the entire day of mediation and when requested. They were also prepared
5 and willing to testify on behalf of the class if necessary. They also demonstrated an understanding of the
6 case and their duties as class representatives to protect the absent class members. They have been very
7 helpful to the case and very responsive to all of Class Counsel's requests. Moreover, they willingly faced
8 reputational risks as a result of bringing the Action in order to champion the rights of their fellow workers.

9 32. Plaintiffs propose that 50% of funds represented by any uncashed or undeliverable checks
10 be distributed, subject to approval by the Court, to Public Citizen Foundation as the recipient of any *cy*
11 *pres* award. Public Citizen is a 501(c)(3) consumer advocacy organization that engages in research and
12 litigation related to worker rights and worker safety, including to the benefit of California workers. I
13 believe such distribution is appropriate and fulfills the purposes of this wage and hour class action by
14 ensuring the non-reversionary nature of the GSA, which serves to deter the misconduct alleged, and
15 promotes justice for all Californians. Neither I nor any other member of my firm is on the Board of
16 Directors nor involved in the governance of the organization. Moreover, I am informed that Plaintiffs
17 Mitchell and Miles do not have any financial interest or involvement in the governance or work of Public
18 Citizen, and I am not aware of any such interest or involvement by any other party or counsel.

19 33. Although I do believe this was a strong case, it had risks. Had the Action not settled,
20 Defendants would have challenged class certification and liability. Defendants contended that
21 individualized questions of fact predominate over any common issues, and these issues would pose
22 challenges to certification. Defendants would have likely argued again at trial, if any, that Plaintiffs' claims
23 were not appropriate for class-wide adjudication. On the other hand, Defendants also faced the risk of the
24 Court certifying a class and allowing a jury to decide Plaintiffs' claims on a class-wide basis. Additionally,
25 preparation for trial would have been expensive for all Parties. Were litigation to proceed, there is a strong
26 likelihood it would be protracted and contentious, as Defendants dispute all aspects of Plaintiffs' claims.
27 Defendants also argue they were not alter-egos and maintained appropriate corporate formalities and

1 separation. As a threshold matter, if the Agreement is not approved, Plaintiffs will have to prepare and file
2 a motion for class certification, which outcome is uncertain based on Defendants' contentions, *inter alia*,
3 that individual questions of fact predominate and that Plaintiffs cannot show the "willfulness" requirement
4 for Labor Code section 203 penalties. If the motion were granted, Defendants would likely move for
5 decertification, appeal certification, or move for Summary Judgment. Plaintiffs believe they would prevail
6 on the question of certification, but the risks of further litigation to absent Class Members are significant.

7 34. To succeed on the merits, Plaintiffs would have to prove that Defendants actually engaged
8 in the practices and policies alleged and that those practices and policies violated the law. While Class
9 Counsel believe strong evidence exists showing Defendants' liability, there remains a risk that the trier of
10 fact might find otherwise. If the case were to proceed to trial, additional discovery would be needed and
11 the Parties would thus incur significant additional expenses, which money could go instead to fund a
12 settlement for the benefit of the Class as a whole. Moreover, discovery disputes would have certainly
13 arisen, which would have cost the Parties additional time and money. Further, regardless of which Party
14 prevailed, appellate practice likely would ensue, further delaying any possible recovery by Class
15 Members. In other words, both Parties would likely incur substantial attorneys' fees and costs from
16 continued litigation, including the expense of expert witnesses and trial consultants, and, in my estimation,
17 potentially hundreds of thousands of additional dollars in attorney fees for both sides. For example,
18 thorough and exhaustive analysis of Defendants' timekeeping and payroll records would have been
19 required for presentation at trial. Continued litigation also likely would have lasted additional years.

20 35. In light of the above considerations, and given the risks inherent in continuing to litigate,
21 including 1) the possibility of an unfavorable, or less favorable, result at trial, 2) the likely possibility that
22 post-trial motions may similarly result in a less favorable result than at trial, and 3) the possibility of a less
23 favorable result on appeal, with the certainty that the appeal process would be lengthy, Class Counsel
24 believes the Agreement is a fair, adequate, and reasonable resolution for the Class as a whole.

25 //

26 //

27 //

36. On December 16, 2022, I am informed this law firm will submit the Revised Settlement Agreement, and Notice of Motion and Unopposed Motion for Final Approval of Class and PAGA Action Settlement and supporting declarations to the California Labor and Workforce Development Agency (“LWDA”) pursuant to the Private Attorneys General Act (“PAGA”). A true and correct screenshot of the submission and submission confirmation email from the LWDA will be attached as **Exhibit 6**.

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

Executed this 16th day of December 2022, at Los Angeles, California.

/s/ Taras Kick
Taras Kick

EXHIBIT 1

REVISED SETTLEMENT AND RELEASE AGREEMENT

Mitchell, et al. v. Pacific Investment & Management, Inc., et al.
LASC Case No. 20STCV43188

Plaintiffs Kentoya Mitchell and Dana Miles (“Plaintiffs”), individually, and on behalf of all others similarly situated, and Defendants Pacific Investment & Management, Inc., Premier Investors Group, Inc., Lincoln Petroleum Inc., Farhad Ghadooshahy, and Farzan Ghadooshahy (“Defendants”) (collectively “the Parties”) hereby enter into this Revised Settlement and Release Agreement (the “Agreement”), as provided below.

I. DEFINITIONS

The terms of this Agreement are as follows:

1. “Action” means the lawsuit entitled *Mitchell, et al. v. Pacific Investment & Management, Inc., et al.*, filed in the Superior Court of the State of California for the County of Los Angeles on November 10, 2020, Case No. 20STCV43188.
2. “Aggrieved Employees” means all Settlement Class Members who worked for Defendants or any of the retail gasoline stations under the common ownership, management and/or corporate control of Defendants Farhad Ghadooshahy and/or Farzan Ghadooshahy, including the retail gasoline stations owned and/or operated by PFG Guadalupe Inc., PFG Arroyo Grande Inc., PFG Buellton Inc., Pacific Chevron, Wilshire Chevron, Santa Monica & 14th, Brentwood Petroleum Inc., Culver Investment Corp., Westwood Petroleum Inc., Laguna Beach Oil Inc., Main St Fuels Inc., OC Fuels Inc., Buena Park Oil, PFG Ontario Inc., San Diego Oil Inc., Park Petroleum Inc., Chula Vista Inc., PFG San Diego Inc., PFG San Ysidro Inc. (the “Fueling Stations”), during the PAGA Period.
3. “Attorneys’ Fees and Costs” refers to the fees and actual litigation costs incurred by Class Counsel and means one-third (33-1/3%) of the Gross Settlement Amount, or Five Hundred Forty-One Thousand, Three Hundred and Thirty-Three Dollars and Zero Cents (\$541,333.33), plus reimbursement of costs incurred.
4. “Class Counsel” refers to Taras Kick and Greg Taylor of The Kick Law Firm, APC.
5. “Class Data” refers to Settlement Class information provided by Defendants to the Class Administrator for purposes of distributing Individual Class Settlement Payments and Individual PAGA Settlement Payments. Such information includes Settlement Class Members’ names, phone numbers, addresses, dates of employment, and number of workweeks and/or pay periods worked during the Class Period.
6. “Class Period” means the period from November 10, 2016 to April 1, 2022.
7. “Class Representatives” means the named plaintiffs Kentoya Mitchell and Dana Miles.
8. “Court” refers to the Los Angeles County Superior Court.

9. “Defense Counsel” refers to Martin R. Fox, Megan A. Childress, and Elizabeth M. Martin of Bleau Fox A P.L.C.

10. “Effective Date” means the date on which both of the following have occurred: (i) final approval of the Settlement Agreement is granted by the Los Angeles County Superior Court, or other court of competent jurisdiction, and (ii) the Court’s Judgment approving the Settlement Agreement becomes final. “Final” means the latest of: (i) if there is an appeal of the Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review with the California Supreme Court; or, (ii) if a petition for review is filed, the date of denial of the petition or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration of the time for filing or noticing any appeal of the Judgment.

11. “Fairness Hearing” means the hearing at which the Court will determine whether the settlement terms are fair, reasonable, and adequate and meet all requirements for Final Approval of the Settlement Agreement.

12. “Final Approval Order” means the order by the Court approving the settlement following the Fairness Hearing and entering final judgment.

13. “Gross Settlement Amount” means the One Million, Six Hundred Twenty-Four Thousand Dollars and Zero Cents (\$1,624,000.00) payable by Defendants and PFG Guadalupe Inc., PFG Arroyo Grande Inc., PFG Buellton Inc., Pacific Chevron, Wilshire Chevron, Santa Monica & 14th, Brentwood Petroleum Inc., Culver Investment Corp., Westwood Petroleum Inc., Laguna Beach Oil Inc., Main St Fuels Inc., OC Fuels Inc., Buena Park Oil, PFG Ontario Inc., San Diego Oil Inc., Park Petroleum Inc., Chula Vista Inc., PFG San Diego Inc., PFG San Ysidro Inc. to fund the settlement.

14. “Individual Class Settlement Payment” means the individual distribution of the Net Settlement Amount to each Participating Class Member, as defined in Section VIII(B), below.

15. “Individual PAGA Settlement Payment” means the individual distribution of the PAGA Award to each Aggrieved Employee, as defined in Section V.6., below.

16. “Net Settlement Amount” refers to the Gross Settlement Amount minus court-approved Attorneys’ Fees and Costs, Settlement Administration costs, Service Awards, and the PAGA Award.

17. “PAGA Award” means the Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) allocated to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees.

18. “PAGA Period” means the period from September 1, 2019, to April 1, 2022.

19. “Participating Class Members” means all Settlement Class Members who do not timely and effectively opt out of the Settlement.

20. “Released Claims” means any and all claims during the Class Period which were or could have been raised based on the facts, conduct, and/or omissions alleged in the operative complaint, including all wage and hour claims, demands, rights, liabilities, and causes of action for unpaid wages, including minimum wage payments, regular wages, overtime wages; failure to pay wages during employment; failure to pay all wages due upon separation of employment; failure to maintain and provide accurate records; meal and rest break violations; meal and rest break premiums; failure to indemnify employees for necessary expenditures incurred in discharge of duties; wage statement violations; violation of the Private Attorney General Act, civil and statutory penalties, interest, liquidated damages, attorney’s fees and costs, claims under California Labor Code sections 90.5, 201-203, 218.5, 226, 226.2, 226.7, 351, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1199, 2698-2699.5, and all applicable Industrial Welfare Commission Wage Orders, California Code of Civil Procedure section 1021.5, and claims under California Business & Professions Code sections 17200-17205. It is understood and agreed that Released Claims do not include claims for workers’ compensation, unemployment, or disability benefits of any nature, nor any claims, actions, or causes of action which may be possessed by Settlement Class Members under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code section 12940, *et seq.*; the Unruh Civil Rights Act, California Civil Code section 51, *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.*; and all of their implementing regulations and interpretive guidelines.

21. “Service Award” means the Ten Thousand Dollars and Zero Cents (\$10,000.00) payable to each Plaintiff for her service to the Settlement Class as a Class Representative, for a total amount of Twenty Thousand Dollars and Zero Cents (\$20,000).

22. “Settlement Administration Costs” refers to the costs and expenses incurred by the Settlement Administrator in the performance of its tasks and duties as provided by this Agreement.

23. “Settlement Administrator” means the lower bidder of two administrators to whom the administration service for this matter has been put out to bid.

24. “Settlement Class” and “Settlement Class Members” refer to all current and former non-exempt employees who worked in California for Defendants and/or any of the Fueling Stations during the Class Period and are co-extensive with Aggrieved Employees.

25. “Settlement Fund” means the account created by the Settlement Administrator for purposes of administering this Agreement and distributing the Gross Settlement Amount.

II. RECITALS

1. On November 10, 2020, Plaintiff Mitchell filed the Action on behalf of herself and all others similarly situated. The Action alleged against Defendants Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc. the following causes of action: 1) failure to pay minimum wages; 2) failure to pay overtime wages; 3) failure to provide meal periods; 4) failure to provide rest periods; 5) failure to reimburse for necessary business

expenses; 6) failure to furnish accurate wage statements; 7) failure timely to pay all wages do to discharged and quitting employees; 8) unfair and unlawful business practices under the Unfair Competition Law (“UCL”), Bus & Prof. Code § 17200, *et seq.*; and 8) violation of PAGA, Lab. Code § 2698, *et seq.*

2. On June 3, 2021, the Court ordered that the scope of the putative class for discovery purposes included all employees “who worked at any one of the Defendants’ ‘Fueling Stations’ during the putative class period of November 10, 2016 to the present, which include the retail gasoline stations under the common ownership, management and/or corporate control of Messrs. Farhad Ghadooshahy and Farzan Ghadooshahy, and regardless of the legal entities whose names appear on putative class members’ wage statements for the work performed.”

3. On August 26, 2021, Plaintiff Mitchell filed a First Amended Complaint (“FAC”), adding as named parties Plaintiff Miles and Defendants Farzan Ghadooshahy and Farhad Ghadooshahy. The Action was re-filed on December 2, 2021 as the Second Amended Complaint (“SAC”) to cure defective service of the FAC.

4. The Parties agreed to mediate the claims at issue and engaged in preparatory discovery, which exchange included Defendants’ providing a significant sampling of time and payroll records, Settlement Class Members’ personnel files, and Defendants’ written policies. The discovery exchanged included relevant time and payroll records for employees of the Fueling Stations.

5. The Parties participated in a full day of mediation session with Lynn Frank, Esq., on February 3, 2022. Additional information was exchanged during the mediation. With Ms. Frank’s assistance, the Parties reached a settlement in principle, which included the material terms contained herein.

6. Neither this Settlement Agreement and Release (“the Agreement”) nor any document referred to or contemplated herein, nor any action taken to carry out the terms of the Agreement, is, may be construed as, or may be used as an admission, concession, or indication by or against Defendants of evidence of any unlawful conduct, fault, wrongdoing, or liability with respect to the Action.

7. The Parties now desire to fully, finally, and forever settle, compromise, and discharge the claims released herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

1. By entering into this Agreement, Defendants, on behalf of themselves and all Released Parties, deny any liability for any of the claims alleged in the Action or any potential or unknown claims based on wage and hour violations during the Class Period under state or federal law.

2. Defendants specifically deny that they or any of the Released Parties have engaged in any unlawful or wrongful conduct against Plaintiffs or the Settlement Class.

3. Defendants contend further that, for purposes other than settlement, the Action is not appropriate for class treatment.

4. The Parties understand and agree that this Settlement is the result of a good faith compromise of disputed claims and allegations, and Defendants are entering into this Settlement solely to resolve disputed matters. No part of this Settlement or any conduct or written or oral statements made in connection with this Settlement, whether or not the Settlement is finally approved and/or consummated, is or may be offered as or construed to be an admission or concession of any kind by any of the Parties. In particular, but without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission that Defendants violated any of its obligations under the California Labor Code, applicable Industrial Welfare Commission Wage Orders, Business and Professions Code or Private Attorney General Act, or of liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendants and/or the Released Parties. In addition, this Settlement shall not be offered or be admissible in evidence against any of the Parties or any of the Released Parties, except in any action or proceeding brought by or against Plaintiffs, the Settlement Class Members, or Defendants to enforce the Settlement's terms, or by Defendants in defense of any claims brought by Plaintiffs or the Settlement Class Members. The provisions of this paragraph shall become effective when this Settlement is signed by all Parties, and shall be binding on the Parties and their counsel regardless of whether the Settlement is preliminarily and/or finally approved or terminated for any reason, or rendered null and void.

IV. STIPULATION TO CONDITIONAL CLASS CERTIFICATION SOLELY FOR PURPOSES OF THE SETTLEMENT

1. This Agreement is contingent upon certification of the Settlement Class by the Court pursuant to California Code of Civil Procedure Section 382. Defendants do not waive, and expressly reserve, the right to challenge the propriety of class or collective action certification, or any other representative treatment of Plaintiffs' claims, for any other purpose, should the Court deny certification of the Settlement Class.

2. The Parties stipulate to conditional and class certification for purpose of settlement only. If the Court does not grant preliminary and final approval of the Agreement, the conditional class certification shall immediately be set aside and the Parties will resume litigation as if no settlement had been reached.

3. The Parties' willingness to stipulate to conditional class certification as part of the Settlement shall have no bearing on and shall not be admissible or considered in connection with the issue of whether a class should be certified in a non-settlement context in this Action, and shall have no bearing on and shall not be admissible or considered in connection with the issue of whether a class should be certified in any other lawsuit. Evidence of this stipulation and Agreement for settlement purposes only will not be deemed admissible for any other purpose in this or any other proceeding.

Defendants expressly reserve their right to oppose class certification should this Settlement be modified or reversed on appeal or otherwise not become final and effective for any reason.

V. TERMS OF SETTLEMENT

1. Gross Settlement Amount

A. Defendants and PFG Guadalupe Inc., PFG Arroyo Grande Inc., PFG Buellton Inc., Pacific Chevron, Wilshire Chevron, Santa Monica & 14th, Brentwood Petroleum Inc., Culver Investment Corp., Westwood Petroleum Inc., Laguna Beach Oil Inc., Main St Fuels Inc., OC Fuels Inc., Buena Park Oil, PFG Ontario Inc., San Diego Oil Inc., Park Petroleum Inc., Chula Vista Inc., PFG San Diego Inc., PFG San Ysidro Inc., shall fund the settlement with a payment of \$1,624,000. This **Gross Settlement Amount** ("GSA") shall include all payments made to Participating Class Members and Aggrieved Employees for wages, penalties, interest, and liquidated damages, Attorneys' Fees of one-third of the GSA or \$541,333.33, reimbursement of Litigation Costs not to exceed \$30,000, Settlement Administration Costs not to exceed \$9,600, Service Awards of \$10,000 for each Class Representative (for a total of \$20,000), and the PAGA Award of \$75,000. After these deductions from the Gross Settlement Amount, the net settlement amount will be approximately \$948,066.67. All legally required employer side payroll taxes (*e.g.*, FICA, FUTA, etc.) shall be paid by Defendants and PFG Guadalupe Inc., PFG Arroyo Grande Inc., PFG Buellton Inc., Pacific Chevron, Wilshire Chevron, Santa Monica & 14th, Brentwood Petroleum Inc., Culver Investment Corp., Westwood Petroleum Inc., Laguna Beach Oil Inc., Main St Fuels Inc., OC Fuels Inc., Buena Park Oil, PFG Ontario Inc., San Diego Oil Inc., Park Petroleum Inc., Chula Vista Inc., PFG San Diego Inc., PFG San Ysidro Inc., from outside, and in addition to, the Gross Settlement Amount. Under no other circumstances shall Defendants and/or PFG Guadalupe Inc., PFG Arroyo Grande Inc., PFG Buellton Inc., Pacific Chevron, Wilshire Chevron, Santa Monica & 14th, Brentwood Petroleum Inc., Culver Investment Corp., Westwood Petroleum Inc., Laguna Beach Oil Inc., Main St Fuels Inc., OC Fuels Inc., Buena Park Oil, PFG Ontario Inc., San Diego Oil Inc., Park Petroleum Inc., Chula Vista Inc., PFG San Diego Inc., PFG San Ysidro Inc. be required to pay more than the Gross Settlement Amount except as provided for in this Settlement.

B. The Gross Settlement Amount is defined based on Defendants' representations that, during the Class Period, there were approximately 779 Settlement Class Members who worked approximately 58,000 pay periods during the Class Period.

2. Attorneys' Fees And Costs

A. Class Counsel shall request that the Court approve an award of attorneys' fees in an amount of one-third (33-1/3%) of the Gross Settlement Amount (\$541,333.33) plus all reasonable litigation costs in an amount not to exceed \$30,000, to be paid out of the Gross Settlement Amount. Defendants will not oppose this request.

B. The Court's approval of the Attorneys' Fees and Costs requested by Class Counsel is not a material term of the Agreement. If the Court does not approve the amount requested, or approves a lesser amount, the remaining terms of the Agreement shall remain in force and effect. A denial by the Court of Class Counsel's request for Attorneys' Fees and Costs shall not be construed as a basis from which to abrogate the Agreement.

3. Service Awards

A. Subject to Court approval, Plaintiffs will request Service Awards in an amount not to exceed \$10,000 to each Plaintiff for her service as a Class Representative, to be paid from the Gross Settlement Amount. Defendants will not oppose this request. Any such Service Award shall be made separate from, and in addition to, any payment to which Plaintiffs may otherwise be entitled as Participating Class Members. Each respective Service Award shall be allocated as 1099 income, which shall not be subject to payroll taxes and withholdings and will be reported on an IRS 1099 Form.

B. The Class Representatives will be responsible for characterizing this compensation correctly for tax purposes and for paying any taxes owing.

4. Settlement Administration Costs

The Parties have selected Simpluris, Inc. as the third-party Settlement Administrator, which will disseminate the Notice of Class Action Settlement ("Class Notice"), an initial draft of which is attached hereto as "**Exhibit A**," and to perform all tasks and duties necessary to fulfill the Agreement, including, the formatting and printing of the Class Notice and other documents to be mailed to the Settlement Class (including Spanish translations thereof), processing and maintaining the Class Data, updating mailing addresses for members of the Settlement Class before the initial mailing of the Class Notice, calculating estimated Individual Class Settlement Payments, Individual PAGA Settlement Payments, declarations regarding administration as may be required by the Court, providing weekly status reports, resolving disputed claims, issuing Individual Class Settlement Payment checks and Individual PAGA Settlement checks, tax reporting, and managing uncashed checks. Simpluris, Inc. has agreed to cap its settlement administration costs at \$9,600.

5. Net Settlement Amount

After deducting from the Gross Settlement Amount ("GSA") the Court-approved amounts for the Service Awards of \$10,000 each (for a total of \$20,000), Attorneys' Fees of one-third of the GSA or \$541,333.33 and Litigation Costs in an amount not to exceed \$30,000, the PAGA Award of \$75,000, and Settlement Administration Costs not to exceed \$9,600, the remaining balance, or Net Settlement Amount of approximately \$948,066.67, will be distributed to

Participating Class Members *pro rata* based on individual's total workweeks as a percentage of the total number of workweeks the Settlement Class worked during the Class Period.

6. PAGA Award

A. The PAGA Award in the amount of \$75,000 shall be allocated as follows:

i. 75% of the PAGA Award, or Fifty-Six Thousand, Two Hundred and Fifty Dollars and Zero Cents (\$56,250.00), shall be paid to the LWDA as penalties on behalf of all Aggrieved Employees.

ii. 25% of the PAGA Award, or Eighteen Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$18,750), shall be distributed on a *pro rata* basis to Settlement Class Members as Individual PAGA Settlement Payments.

iii. Individual PAGA Settlement Payments will be calculated and distributed as follows:

(a) The total number of weeks worked during the PAGA Period by all Aggrieved Employees will be referred to as "the Total PAGA Workweeks."

(b) The payment to each Aggrieved Employee will be made *pro rata* based on the number of weeks worked by the Aggrieved Employee during the PAGA Period.

(c) The amount to be paid for weeks worked by a Aggrieved Employee shall be calculated by dividing Eighteen Thousand, Seven Hundred and Fifty Dollars and Zero Cents (\$18,750) by the Total PAGA Workweeks.

iv. Defendants' payroll records for Aggrieved Employees shall be determinative for purposes of calculating the Total PAGA Workweeks and each Individual PAGA Settlement Payment, absent proof to the contrary.

B. The Parties agree that there is no statutory right for aggrieved employees to be heard in objection to the PAGA Award and there is no statutory requirement to provide aggrieved employees the option to opt out of the PAGA Award. All PAGA Settlement Payments will be paid by the Settlement Administrator, and no Aggrieved Employee can opt out of or object to the PAGA Award and allocations.

VI. RELEASE

1. Parties Released

A. "Released Parties" refers to Defendants and their former or present agents, business managers, parents, subsidiaries, successors, predecessors, affiliates, officers, directors, employees, insurers, directors, executors, attorneys, shareholders, profit sharing, savings, health,

and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, fiduciaries, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals.

B. Released Parties expressly includes the following entities: PFG Guadalupe Inc.; PFG Arroyo Grande Inc.; PFG Buellton Inc.; Pacific Chevron; Wilshire Chevron; Santa Monica & 14th; Brentwood Petroleum Inc.; Culver Investment Corp.; Westwood Petroleum Inc.; Laguna Beach Oil Inc.; Main St Fuels Inc.; OC Fuels Inc.; Buena Park Oil; PFG Ontario Inc.; San Diego Oil Inc.; Park Petroleum Inc.; Chula Vista Inc.; PFG San Diego Inc.; and PFG San Ysidro Inc. (collectively "the Fueling Stations"), and their former or present agents, business managers, parents, subsidiaries, successors, predecessors, affiliates, officers, directors, employees, insurers, directors, executors, attorneys, shareholders, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, fiduciaries, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals.

2. Claims Released By The Settlement Class

A. On Final Approval of the settlement and this Agreement by the Court, and except as to the right to enforce the terms and conditions of this Agreement, all Settlement Class Members who do not timely and effectively opt out of the Settlement Class shall be deemed to have fully released, settled, compromised, relinquished and discharged the Released Parties from the Released Claims for the Class Period. This release occurs only when full payment has been made by Defendants per the terms of this Settlement Agreement.

3. Claims Released By The Aggrieved Employees

A. On Final Approval of the settlement and this Agreement by the Court, and except as to the right to enforce the terms and conditions of this Agreement, all Aggrieved Employees (including those who timely and effectively opt out of the Settlement Class) shall be deemed to have fully released and discharged the Released Parties from any and all known and unknown claims for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.*, that were or could have been pled based on the allegations of the operative complaint and/or the PAGA Notice letters that Plaintiffs submitted to the LWDA on September 1, 2020, December 12, 2020, and July 16, 2021, for the PAGA Period. This release occurs only when full payment has been made by Defendants per the terms of this Settlement Agreement.

4. Additional Claims Released By The Class Representatives

A. In addition to the Released Claims, on the final approval of the settlement and this Agreement by the Court, the Class Representatives shall be deemed to have generally released all claims against the Released Parties. This general release of claims includes claims arising from the employment relationship with the Released Parties, or the termination thereof, including claims for discrimination, harassment, or retaliation pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 *et seq.*, the California Fair Employment and Housing Act, Cal. Gov't Code Section 12900 *et seq.*, or any claims for violation of public policy. For the

purpose of implementing a full and complete release and discharge of the Released Parties, the Class Representatives expressly acknowledges that the release in this Paragraph is intended to include in its effect all claims they did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates their extinguishment. In furtherance of this settlement, the Class Representatives expressly waives all rights provided by California Civil Code section 1542 that they may have against any of the Released Parties. Section 1542 states:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

B. This general release and waiver of rights under California Civil Code Section 1542 shall include all claims based on conduct or omissions that occurred at any time for the period from November 10, 2016, through the date of the Effective Date.

C. Plaintiffs acknowledge that Plaintiffs may hereafter discover claims or facts in addition to or different from those which Plaintiffs now know or believe to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nevertheless, Plaintiffs hereby waive any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Plaintiffs acknowledge that Plaintiffs understand the significance and consequence of such release and such specific waiver of Section 1542.

5. Compliance with Older Workers Benefit Protection Act

Plaintiff Dana Miles, being 40 years of age or older, expressly acknowledges and agrees that, by entering into this Agreement, she is waiving any and all rights or claims that Plaintiff Dana Miles may have arising under the Age Discrimination in Employment Act of 1967 (29 U.S.C. Section 621 et seq.), as amended, that have arisen on or before the date of execution of this Agreement. Plaintiff Dana Miles further expressly acknowledges and agrees that:

A. In return for this Agreement, Plaintiff Dana Miles will receive compensation beyond that which Plaintiff was already entitled to receive before entering into this Agreement;

B. Plaintiff Dana Miles was orally advised and is again hereby advised in writing by this Agreement to consult with an attorney before signing this Agreement;

C. Plaintiff Dana Miles was given a copy of this Agreement on 9/2/22, 2022, and informed that Plaintiff has 21 days within which to consider the Agreement; and

D. Plaintiff Dana Miles was informed that she has seven days following the date of execution of the Agreement in which to revoke the Agreement. Any revocation of the Agreement must be in writing and hand delivered to Defendants' counsel during the revocation

period. Given the foregoing, this Agreement shall not become effective or enforceable any earlier than seven (7) days following the date Plaintiff Dana Miles executes this Agreement.

VII. NOTICE TO MEMBERS OF THE SETTLEMENT CLASS

1. Class Data

No more than fourteen (14) calendar days after the entry of the preliminary approval order, Defendants shall provide the Settlement Administrator with the Class Data in the form of a list containing the names, employee identification numbers, last known addresses, inclusive dates of active employment during the Class Period, and social security numbers for each Settlement Class Member. The Settlement Administrator will calculate the number of weeks each Settlement Class Member worked based on the Class Data provided. The Class Data is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall take all necessary precautions to maintain its confidentiality. The Settlement Administrator shall not share the Class Data with any other party or counsel for any of the Parties. The information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement.

2. Initial Mailing

Within ten (10) calendar days of receipt of the Class Data from Defendants, the Settlement Administrator will send a Class Notice to each Settlement Class Member.

3. No Claims Forms

No claim form is required to receive a proportionate Individual Class Settlement Payment or Individual PAGA Settlement Payment. The Settlement Administrator will calculate and mail all individual payments to each Participating Class Member and/or Aggrieved Employee.

4. Re-Mailing

A. To provide the best notice practicable, any Class Notice returned to the Settlement Administrator as non-deliverable with a forwarding mailing address affixed shall be sent by First Class U.S. Mail to the address so affixed. If a Class Notice is returned as undeliverable without a forwarding address affixed thereto, the Settlement Administrator shall attempt to locate a current mailing address for the Settlement Class Member by skip trace and will mail the Class Notice to the updated address identified. If no current address can be identified, the Class Notice for that Settlement Class Member will be deemed undeliverable.

B. On the remailing of Class Notices by the Settlement Administrator to an updated mailing address, whether found through skip-tracing, provided by Class Counsel, or as provided by the Settlement Class Member (on the submission of a Change of Address form), the Settlement Administrator shall keep a record of the postmark mailing dates for such re-mailed Class Notices, and record all undelivered Class Notices.

5. Compliance with the procedures specified in the foregoing paragraphs of this Section of this Agreement shall constitute due and sufficient notice to Settlement Class Members of this Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel, and Defendants' Counsel to provide notice of the proposed Settlement.

VIII. SETTLEMENT FUND AND DISTRIBUTION

1. Creation Of Settlement Fund

A. The Settlement Administrator shall establish a Settlement Fund for purposes of administering the Agreement. The Settlement Administrator shall furnish the Settlement Fund with its own Employer ID Number and calculate all settlement checks and payroll deductions and withholdings required under law based on information that will be confidentially furnished by Defendants.

B. Within thirty (30) calendar days of the Effective Date, Defendants and PFG Guadalupe Inc., PFG Arroyo Grande Inc., PFG Buellton Inc., Pacific Chevron, Wilshire Chevron, Santa Monica & 14th, Brentwood Petroleum Inc., Culver Investment Corp., Westwood Petroleum Inc., Laguna Beach Oil Inc., Main St Fuels Inc., OC Fuels Inc., Buena Park Oil, PFG Ontario Inc., San Diego Oil Inc., Park Petroleum Inc., Chula Vista Inc., PFG San Diego Inc., PFG San Ysidro Inc. shall deposit the Gross Settlement Amount into the Settlement Fund.

2. Calculation Of Individual Class Settlement Payments

A. The portion of the Settlement Fund available for Individual Class Settlement Payments to Participating Class Members shall be distributed as follows:

i. The total number of weeks worked during the Class Period by all Participating Class Members will be referred to as "the Total Workweeks."

ii. The payment to each Participating Class Member will be made *pro rata* based on the number of weeks worked by the Participating Class Member during the Class Period.

iii. The amount to be paid for weeks worked by a Participating Class Member shall be calculated by dividing the Net Settlement Amount by the Total Workweeks.

iv. Defendants' payroll records for Participating Class Members shall be determinative for purposes of calculating the Total Workweeks and each Individual Class Settlement Payment, absent proof to the contrary.

3. Escalator Clause

A. This settlement was entered into based on Defendants' representation that there are 779 Settlement Class Members who worked approximately 58,000 weeks during the Class Period.

B. If the total number of workweeks for the Class Period exceeds 63,800, then the Gross Settlement Amount shall be increased proportionally based on the number of workweeks in excess of 63,800 in the amount of \$28.00 per workweek. For example, if the number of workweeks is 63,801, the Gross Settlement Amount to be paid by Defendants and PFG Guadalupe Inc., PFG Arroyo Grande Inc., PFG Buellton Inc., Pacific Chevron, Wilshire Chevron, Santa Monica & 14th, Brentwood Petroleum Inc., Culver Investment Corp., Westwood Petroleum Inc., Laguna Beach Oil Inc., Main St Fuels Inc., OC Fuels Inc., Buena Park Oil, PFG Ontario Inc., San Diego Oil Inc., Park Petroleum Inc., Chula Vista Inc., PFG San Diego Inc., PFG San Ysidro Inc. shall increase by \$28.00. Under no other circumstances shall Defendants and/or PFG Guadalupe Inc., PFG Arroyo Grande Inc., PFG Buellton Inc., Pacific Chevron, Wilshire Chevron, Santa Monica & 14th, Brentwood Petroleum Inc., Culver Investment Corp., Westwood Petroleum Inc., Laguna Beach Oil Inc., Main St Fuels Inc., OC Fuels Inc., Buena Park Oil, PFG Ontario Inc., San Diego Oil Inc., Park Petroleum Inc., Chula Vista Inc., PFG San Diego Inc., PFG San Ysidro Inc. be required to pay more than the Gross Settlement Amount except as provided for in this Settlement.

4. Distribution To Participating Class Members and/or Aggrieved Employees

A. Within twenty (20) business days after the deposit of the Gross Settlement Amount into the Settlement Fund, the Settlement Administrator shall distribute the Individual Class Settlement Payments and Individual PAGA Settlement Payments by check to Participating Class Members and/or Aggrieved Employees.

B. If any check remains uncashed after one hundred eighty (180) days from the date the check is issued, such check(s) shall be voided by the Settlement Administrator. The Parties agree that the Settlement Fund is non-reversionary, and 100% of the residual from uncashed or undeliverable checks shall be distributed to a *cy pres* recipient approved by the Court, with one proposed recipient for 50% nominated by Plaintiffs and one proposed recipient for 50% nominated by Defendants, subject to Court approval, without further amendment to this Agreement.

C. The Settlement Administrator shall furnish its own Employer Identification Number and calculate all Individual Class Settlement Payments and Individual PAGA Settlement Payments, including any payroll deductions, based on the confidential Class Data provided by Defendants. The Settlement Administrator will prepare all necessary tax reporting and documentation with respect to payments made pursuant to this Agreement. The Settlement Administrator will provide the requisite IRS Forms W2 and 1099 to Participating Class Members and Aggrieved Employees with all payments. The tax documents shall reflect payment for the year in which payment is made pursuant to this Agreement.

i. Allocation of individual payments to Participating Class Members shall be reported for tax purposes as follows: 20% as wages on IRS Form W-2; and 10% as civil penalties, premiums and/or waiting time penalties and 70% as interest on IRS Form 1099.

ii. For the portion of the Individual Class Settlement Payment allocated to wages, the Settlement Administrator shall be responsible for calculating and

submitting the appropriate amount of the employees' share of payroll taxes and withholdings to the appropriate state and federal tax authorities.

iii. Allocation of Individual PAGA Settlement Payments to Aggrieved Employees shall be reported for tax purposes as follows: 10% as penalties and 90% as interest on IRS Form 1099.

D. Within twenty (20) business days after the Effective Date, the Settlement Administrator shall distribute the Service Awards to the Class Representatives.

E. None of the payments made pursuant to this Agreement will be considered for purposes of determining eligibility for, vesting or participation in, calculation of, or contributions to any welfare or benefit plans, including, without limitation, all plans, subject to ERISA. The Parties agree that these payments do not represent any modification of any employee's previously-credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy. These payments also will not be considered wages, compensation, or annual earnings for benefits in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan, employee welfare benefit plan, or other program or policy.

5. Workweek Disputes

A. If a Settlement Class Member disputes the number of Workweeks preliminarily assigned by the Settlement Administrator, the Settlement Class Member must timely submit a valid written Workweek Dispute to the Settlement Administrator no later than thirty (30) days from the date of the mailing by the administrator.

B. The Workweek Dispute should state that the Settlement Class Member received the Class Notice and include the number of weeks the Settlement Class Member contends he or she worked during the Class Period and/or the PAGA Period. The Workweek Dispute must be supported with documents showing the number of weeks worked and state the Settlement Class Members' full name and address and the approximate dates of employment with Defendants or at one or more of the Fueling Stations in California.

C. Disputes submitted within ten (10) days prior to final approval will be resolved prior to final approval.

D. Defendants' records will be presumed accurate. If a Settlement Class Member disputes Defendants' records, he or she has the burden of proof to establish otherwise.

6. Attorneys' Fees And Costs

The Settlement Administrator shall distribute to Participating Class Members and/or Aggrieved Employees their portions of the Settlement Fund owed under this Agreement within twenty (20) business days after the deposit of the Gross Settlement Amount into the Settlement Fund. Within five (5) calendar days after that, the Settlement Administrator shall distribute \$56,250 to the LWDA, meaning 75% of the PAGA penalties. Within five (5) calendar days after that, the Settlement Administrator shall distribute attorneys' fees to Class Counsel of \$541,333.33,

meaning one-third (33-1/3%) of the Gross Settlement Amount and reimbursement of costs to Class Counsel, in an amount not to exceed \$30,000, Settlement Administration Costs to itself in an amount not to exceed \$9,600, and Service Awards to the Class Representatives of \$10,000 each (for a total of \$20,000 in Service Awards).

7. Settlement Administration Costs

Within twenty (20) business days after the deposit of the Gross Settlement Amount into the Settlement Fund, the Settlement Administrator shall deduct the Court-approved sum for payment of its fee and costs for administering the Settlement pursuant to its terms.

8. *Cy Pres* Recipient

Because the Settlement Fund is non-reversionary, subject to Court approval, any residual funds from checks that remain uncashed or undeliverable shall be donated to the *cy pres* recipient(s) approved by the Court.

IX. OBJECTIONS AND EXCLUSIONS

1. Exclusion From The Settlement Class

A. Settlement Class Members who wish to exclude themselves from the Settlement Class (“opt-out”) may use the procedure set forth in the Class Notice. A request to opt-out of the Settlement Class will be deemed timely if postmarked no later than sixty (60) days after the initial mailing of the Class Notice (“Opt-Out Request”).

B. The Opt-Out Request should state that the Settlement Class Member wants to be excluded from the Settlement Class and include the Settlement Class Member’s full name and address and the approximate dates of employment with Defendants or at one or more Fueling Stations in California.

C. Settlement Class Members who timely opt-out may not submit an objection to the Agreement.

D. The Parties agree there is no statutory requirement to provide Aggrieved Employees the option to opt out of the PAGA Award. All Aggrieved Employees (including those who timely and effectively opt out of the Settlement Class) will receive Individual PAGA Settlement Payments.

2. Objections To The Settlement

A. The Parties agree that there is no statutory right for Aggrieved Employees to be heard in objection to the PAGA Award. All Aggrieved Employees (including those who timely and effectively opt out of the Settlement Class) will receive Individual PAGA Settlement Payments.

B. Settlement Class Members who object to the settlement and this Agreement should submit written objections using the procedures set forth in the Class Notice, postmarked no later than sixty (60) calendar days after the Class Notice is mailed.

C. The objection should state that the Settlement Class Member is providing notice of his or her intent to appear at the Fairness Hearing and list each specific objection and any legal support. The objection must also include the Settlement Class Member's full name and address and the approximate dates of employment with Defendants or at one or more of Fueling Stations in California.

D. Participating Class Members may also appear at the Fairness Hearing to present any objections.

3. **Defendants' Option to Terminate Settlement.**

If, after the deadline for Settlement Class Members to exclude themselves from the Settlement and before the Fairness Hearing, fifteen percent (15%) or more of the number of Settlement Class Members submit timely and valid Opt-Out Requests from the Settlement, Defendants shall have, in their sole discretion, the option to terminate this Settlement. The Settlement Administrator must provide Defendants with the number and percentage of valid and timely Opt-Out Requests no later than twenty-one (21) calendar days prior to the Fairness Hearing. Defendants shall exercise its option to terminate, if they wish, no later than five (5) calendar days prior to the Fairness Hearing. If Defendants decide to void the Settlement, then the Settlement and conditional class certification shall be considered void, and neither the Settlement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in the same position, without prejudice, as if this Settlement had been neither entered into nor filed with the Court. Should Defendants void the Settlement under this paragraph, Defendants shall be responsible for all Settlement Administration Costs incurred by the Settlement Administrator through the date that Defendants notify the Settlement Administrator that they are exercising the option to terminate the Settlement.

X. SCHEDULE FOR PRELIMINARY AND FINAL APPROVAL

1. Procedures For Court Approval

The following procedures for obtaining the Court's approval shall be implemented with respect to the Settlement, notice to the Settlement Class, and all benefits provided under this Agreement:

A. Request for Approval

Class Counsel will prepare a motion for preliminary approval, which Class Counsel will file with the Court.

B. PAGA Claims

Class Counsel shall submit the proposed settlement to the LWDA at the same time it is submitted to the court, pursuant to Lab. Code, § 2699 (l)(2). Within ten (10) days of entry of an Order that awards or denies PAGA penalties, Class Counsel shall submit a copy to the LWDA, pursuant to Lab. Code, § 2699 (l)(3).

C. Stay of all Litigation

As of April 13, 2022, and pending preliminary and final approval of the Settlement, the Parties agree that there will be a stay of all litigation activity not reasonably necessary for approval by the Court of this Agreement and all terms herein.

2. Duties of the Parties Following Final Court Approval

Following final approval of the settlement and this Agreement, Class Counsel will submit a mutually agreeable [proposed] Final Order and Judgment approving the Agreement, adjudicating the terms thereof to be fair, adequate, and reasonable, directing consummation of all terms and provisions, and, without affecting the finality of the Order Granting Final Approval and Judgment, allowing the Court to retain jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Final Approval Order and the Agreement, pursuant to C.C.P. § 664.6. The executed Final Order and Judgment shall be posted on the Settlement Administrator's website.

XI. MISCELLANEOUS PROVISIONS

1. Tax Treatment And Tax Indemnification

Defendants, Class Counsel, and Defense Counsel do not, and will not, give any tax advice in connection with the Settlement or any payments to be made pursuant to this Agreement. Participating Class Members and/or Aggrieved Employees are responsible for characterizing the Individual Class Settlement Payments and Individual PAGA Settlement Payments correctly for tax purposes and paying taxes due, if any.

2. Mutual Full Cooperation

The Class Representatives, Defendants, Class Counsel, and Defense Counsel agree to cooperate fully with each other to accomplish the terms of this Agreement, including execution of necessary documents and other such other action as may reasonably be necessary to implement the terms herein.

3. Neutral Employment Reference

If they receive any request, whether oral or written, from prospective employers or other persons about either Plaintiff, Defendants shall provide a neutral and objective employment reference. Defendants shall not refer to the Action or the Settlement.

4. Parties' Authority

The signatories hereto represent that they are fully authorized to enter into this Agreement and bind the Class Representatives, the Settlement Class, Aggrieved Employees, the LWDA, and Defendants to all terms stated herein.

5. Binding Nature of the Agreement

A. This Settlement shall bind the Parties and all Settlement Class Members, subject to the terms and conditions set forth in the Settlement and the Court's approval.

B. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. The Class Representatives represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, or encumbered, any of the Released Claims.

C. This Agreement shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply under federal or state law. Notwithstanding the foregoing, this Agreement may not be admitted into evidence or used in any proceeding except an action, motion or proceeding to approve, interpret, or enforce the terms of this Agreement.

D. Material amendments to this Agreement may be made only by a written instrument signed by Class Counsel, the Class Representatives, Defense Counsel, and Defendants, and such changes may only be made with Court approval. The Class Representatives and Defendants authorize their respective counsel to make any ministerial amendments or modifications to this Agreement, including formatting changes, typographic corrections, and any necessary revisions to the draft Class Notice documents attached hereto, by way of written instrument signed by Class Counsel and Defense Counsel on their respective clients' behalf. No rights under this Agreement may be waived except in writing.

6. Joint Drafting of Settlement Documents

A. Class Counsel and Defense Counsel have arrived at this Agreement through a series of informed and arm's-length negotiations, including mediation, and taking into account all relevant factors, present and potential.

B. This Agreement has been drafted jointly by Class Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Agreement, the same shall not be construed against any of the Parties.

7. Execution of the Agreement

This Agreement may be executed in one or more counterparts and by facsimile. All executed copies of this Agreement, and photocopies thereof, shall have the same force and effect and shall be as legally binding and enforceable as the original.

8. Continuing Jurisdiction

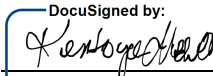
The Court shall retain jurisdiction over the implementation of this Agreement and all matters arising out of, or related to, its implementation.

9. Disputes

Any dispute arising out of or relating to this Agreement that cannot be resolved by the Parties will be submitted to Lynn Frank, Esq., for resolution, including potential further mediation. The Parties will split the mediator's costs, and all Parties will bear their own attorneys' fees and other costs incurred. Nothing in this provision shall limit Class Counsel's ability to seek any such attorneys' fees and other costs incurred as part of the Gross Settlement Amount.

[Signatures On Next Page]

Date: September 7, 2022

By: 
Kentoya Mitchell
Plaintiff and Class Representative

Date: September 7, 2022

By: 
Dana Miles
Plaintiff and Class Representative

Date: September __, 2022

By: _____
Farhad Ghadooshahy

Individually and as corporate representative of Defendants PACIFIC INVESTMENT & MANAGEMENT, INC., PREMIER INVESTORS GROUP, INC., LINCOLN PETROLEUM INC., PFG GUADLUPE INC., PFG ARROYO GRANDE INC., PFG BUELLTON INC., PACIFIC CHEVRON, WILSHIRE CHEVRON, SANTA MONICA & 14TH, BRENTWOOD PETROLEUM INC., CULVER INVESTMENT CORP., WESTWOOD PETROLEUM INC., LAGUNA BEACH OIL INC., MAIN ST FUELS INC., OC FUELS INC., BUENA PARK OIL, PFG ONTARIO INC., SAN DIEGO OIL INC., PARK PETROLEUM INC., CHULA VISTA INC., PFG SAN DIEGO INC., PFG SAN YSIDRO INC.

Date: September __, 2022

By: _____
Farzan Ghadooshahy

APPROVED AS TO FORM ONLY:

Date: September 7, 2022

THE KICK LAW FIRM, APC

By: 
Taras Kick
Attorneys for Plaintiffs

Date: September __, 2022

By: _____
Kentoya Mitchell
Plaintiff and Class Representative

Date: September __, 2022

By: _____
Dana Miles
Plaintiff and Class Representative

Date: September ⁰⁷ __, 2022

By: _____
DocuSigned by:

22F716B34CF54F0...
Farhad Ghadooshahy

Individually and as corporate representative
of Defendants PACIFIC INVESTMENT &
MANAGEMENT, INC., PREMIER
INVESTORS GROUP, INC., LINCOLN
PETROLEUM INC., PFG GUADLUPE
INC., PFG ARROYO GRANDE INC., PFG
BUELLTON INC., PACIFIC CHEVRON,
WILSHIRE CHEVRON, SANTA MONICA
& 14TH, BRENTWOOD PETROLEUM
INC., CULVER INVESTMENT CORP.,
WESTWOOD PETROLEUM INC.,
LAGUNA BEACH OIL INC., MAIN ST
FUELS INC., OC FUELS INC., BUENA
PARK OIL, PFG ONTARIO INC., SAN
DIEGO OIL INC., PARK PETROLEUM
INC., CHULA VISTA INC., PFG SAN
DIEGO INC., PFG SAN YSIDRO INC.

Date: September ⁰⁸ __, 2022

By: _____
DocuSigned by:

40EF40F74BB4411...
Farzan Ghadooshahy

APPROVED AS TO FORM ONLY:

Date: September __, 2022

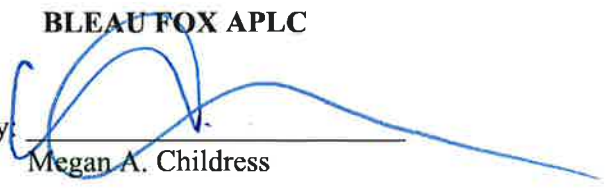
THE KICK LAW FIRM, APC

By: _____
Taras Kick
Attorneys for Plaintiffs

APPROVED AS TO FORM ONLY:

Date: September 9, 2022

BLEAU FOX APLC

By: 

Megan A. Childress

Attorneys for Defendants

EXHIBIT 2

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Roy Suh](#)
Subject: Thank you for submission of your PAGA Case.
Date: Tuesday, September 1, 2020 3:38:30 PM

9/1/2020

LWDA Case No. LWDA-CM-804755-20
Law Firm : The Kick Law Firm, APC
Plaintiff Name : Kentoya Mitchell
Employer: Premier Investors Group, Inc.

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Roy

Your Last Name *

Suh

Firm Name (if any) *

The Kick Law Firm, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

roy@kicklawfirm.com

Your Street Name, Number and Suite/Apt *

815 Moraga Drive

Your Mobile Phone Number

Your City *

Los Angeles

Your Work Phone Number

3103952988

Your State *

California ▼

Your Zip/Postal Code *

90049

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Kentoya Mitchell

Plaintiff/Aggrieved Employee Occupation *

Non-exempt employee

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation ▼

Employer Name *

Premier Investors Group, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

14791 Pacific Coast Highway

Employer City

Santa Monica

Employer State

California ▼

Employer Zip/Postal Code

90402

Employer Industry *

Retail ▼

Add additional defendants

- ☒ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Additional Employer Information (Corporation/General Partnership)**Employer Entity Type**

Corporation ▼

Employer Name *

Lincoln Petroleum Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

1732 Lincoln Boulevard

Employer City

Santa Monica

Employer State

California ▼

Employer Zip/Postal Code

90404

Employer Industry *

Retail ▼

[Add Additional Employers](#)**Notice General Information****Estimated Number of Employees Impacted by Violations ***

300

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☒ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☒ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☒ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Please Provide Details of Retaliation *

 Retaliation for Complaints about Wages, Hours and Working Conditions

Provide Details of Other Violation *

 See Attached Notice & Draft Complaint

Other(Maybe Multiple)

☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice. Filing fees should be paid by check, made out to LWDA, and sent by regular mail to:

Department of Industrial Relations
Accounting Unit
455 Golden Gate Ave, 10th Floor

San Francisco, CA 94102

The check should be accompanied by a cover letter with sufficient information to identify the notice, including the LWDA case number assigned upon submission of this form.

Parties requesting in forma pauperis status should complete a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form and submit it online with the notice below.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

☒ I declare that I have or will pay the filing fees required by statute [Labor Code section 2699.3(a)(1)(B)] according to the instructions on the PAGA home page, unless I have claimed in forma pauperis by checking the box below.

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) ***

Choose File 2020 09 01 Pl...Executed].pdf

Other Attachment – (if any) (must be a .pdf)

Choose File 2020 09 01 Pl...achment].pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☐ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Submit

The Kick Law Firm

A Professional Corporation

815 Moraga Drive
Los Angeles, CA 90049
310 395 2988 / Fax: 310 395 2088

September 1, 2020

Via Online Submission @ <https://dir.tfaforms.net/207>

Labor Workforce Development Agency, Department of Industrial Relations

Attn: PAGA Administrator
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Via Certified Mail - Return Receipt Requested

PREMIER INVESTORS GROUP, INC. (C3519517)

c/o California Agent for Service of Process Farhad
Ghadooshahy
14791 Pacific Coast Highway
Santa Monica, California 90402

Via Certified Mail - Return Receipt Requested

LINCOLN PETROLEUM INC. (C2511112)

c/o California Agent for Service of Process Farhad
Ghadooshahy
1732 Lincoln Boulevard
Santa Monica, California 90404

Re: Notice Pursuant to California Labor Code § 2699.3

Employee: Kentoya Mitchell

Employer: Premier Investors Group, Inc. and Lincoln Petroleum Inc.

To Whom It May Concern:

The Kick Law Firm, APC (“TKLF”) represents Kentoya Mitchell (“Employee”), a current or former employee of Premier Investors Group, Inc., Lincoln Petroleum Inc. their subsidiaries, affiliates, successors, assigns, clients, or customers of Premier Investors Group, Inc. and Lincoln Petroleum Inc. (“Premier & Lincoln” or “Employer”).¹ Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 7-2001, any other applicable IWC Wage Order (hereinafter, references to “IWC Wage Order No. 7-2001” includes the provisions in any other applicable IWC Wage Order), which Employee alleges Employer has violated, including the facts and theories to support the alleged violations.

Please be advised that this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Employer in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer. Enclosed, please find a draft of Employee’s proposed complaint, which is incorporated by reference into this notice.

Under a separate cover, TKLF is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

This letter also serves as notice to Employer of Employee’s demand for preservation and non-spoliation of evidence pursuant to which Employee requests that Employer take all reasonable steps to promptly save and preserve all relevant documents and data including all electronic files and hard-copy documents that are related to Employee’s employment and potential claims including those of similarly-situated and aggrieved employees, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including “adverse inference” jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

Employee serves this notice on behalf of all persons who are, were, or will be non-exempt employees of Employer, or any related or alter-ego company, corporation, partnership, and/or business entity at any time from four years prior to the date of this notice in the State of California. Correspondingly, Employee serves this notice to Employer and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, entities or other persons who are or may be liable under California law for any of the violations alleged herein including at any location where

¹ *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 811 holds an individual owner of a business or other person may be held liable for PAGA penalties for violations of Labor Code § 558(a) (overtime wage payment violations) and section 1197.1(a) (minimum wage payment violations). (824; 828-829.) *Atempa* also holds it was not reversible error for plaintiffs to recover attorney fees and costs and interest from an individual under PAGA. (829-831.)

non-exempt employees worked for Employer in the State of California, who may be held liable for the violations of California law as alleged herein during the relevant statutory periods.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which may be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

Employee, on behalf of Employee and all other similarly-situated current and former non-exempt employees of Employer in the State of California during the four years preceding the date of this notice, is investigating a potential class and representative action on behalf of Employer's current and former non-exempt employees in the State of California regarding, among other things, the following violations:

- (1) Failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 7-2001, § 4;
- (2) Failure to pay employees overtime wages in violation of Labor Code §§ 510, 1198 and IWC Wage Order No. 7-2001, § 3;
- (3) Failure to provide meal periods to employees, or to pay one additional hour of compensation at the employee's regular rate of compensation for each workday that a meal period was not provided, in violation of Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 7-2001, § 11;
- (4) Failure to provide rest periods to employees,² or to pay one additional hour of compensation at the employee's regular rate of compensation for each workday that a rest period was not provided, in violation of Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 7-2001, § 12;
- (5) Failure to indemnify employees for necessary expenditures incurred in discharge of duties in violation of Labor Code § 2802(a), 1198 and IWC Wage Order No. 7-2001, § 9;
- (6) Failure to furnish accurate itemized wage statements to employees in violation of Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 7-2001, § 7;
- (7) Failure to timely pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201(a), 202, and 203;
- (8) Engagement in unlawful, unfair or fraudulent business acts or practices in violation of California Business and Professions Code §§ 17200, *et seq.*; and
- (9) Failures to comply with various Labor Code and IWC Wage Order No. 7-2001 provisions stated above and below warranting the assessment of PAGA civil penalties pursuant to Labor Code §§ 2698, *et seq.* including violations of:
 - i. Labor Code § 201 (failure to timely pay all wages due at time of discharge);
 - ii. Labor Code § 201.3 (failure to timely pay all wages due as a temporary services employer during employment and at time of discharge);
 - iii. Labor Code § 202 (failure to timely pay all wages due at time of quitting or within 72 hours thereof);
 - iv. Labor Code § 203 (failure to pay wages of the employee as continuing penalty up to 30 days after discharge or quitting);
 - v. Labor Code § 204 (failure to timely pay all wages due during employment);
 - vi. Labor Code § 226 (failure to furnish accurate itemized wage statements and maintain accurate records);
 - vii. Labor Code § 226.7 (failure to timely pay all meal period and rest period wages due during employment);
 - viii. Labor Code § 510 (failure to pay all overtime wages due);
 - ix. Labor Code § 512 (failure to provide timely first and second meal periods);

² "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." (*Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.)

- x. Labor Code § 1102.5 (retaliation for disclosing information reasonably believed to be a violation of state or federal law);
- xi. Labor Code § 1174(d) (failure to keep accurate payroll records in a central location in California);
- xii. Labor Code § 1197 (failure to pay all minimum wages including split shift wages); and
- xiii. Labor Code § 2802 (failure to indemnify employees).

In short, but as explained in greater detail below, Employer's unlawful employment practices and policies have deprived its employees of earned wages and other compensation, including civil penalties, and have subjected Employee and/or others similarly situated or aggrieved employees to working conditions prohibited under California law based on the facts and theories described in greater detail below.

(1) Failure to Pay Minimum Wages

Pursuant to California Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 7-2001, § 4 or other applicable IWC Wage Orders, California has fixed minimum wage rates, has required employers in California to pay their employees no less than the minimum for all hours worked in the payroll period, has provided that minimum wages for employees fixed by the IWC or by state law, is the minimum wage to be paid to employees, and that payment of a lower wage than the minimum so fixed is unlawful.

Employee and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 7-2001, § 4 or other applicable IWC Wage Orders. Employer failed to pay Employee and/or other similarly situated and aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Employee and/or other similarly situated and aggrieved to work off-the-clock; requiring, suffering or permitting Employee and/or other similarly situated and aggrieved employees to work during their purportedly duty-free meal periods but not compensating them for this time; by failing to pay one hour of minimum wages in addition to the minimum wage for that workday when Employee and/or other similarly situated and aggrieved employees worked split shifts, illegally and inaccurately recording time worked by Employee and/or other similarly situated and aggrieved employees; failing to properly maintain Employee and/or other similarly situated and aggrieved employees' records; failing to provide accurate itemized wage statements to Employee and/or other similarly situated and aggrieved employees for each pay period; and other methods to be discovered.

Employer's conduct violates §§ 1182.12, 1197, 1198 and IWC Wage Order No. 7-2001, § 4 or other applicable IWC Wage Orders because Employer has knowingly and willfully refused to perform their obligations to compensate Employee and/or other similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer has employed Employee and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(2) Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510, 1198 and IWC Wage Order No. 7-2001, § 3 or other applicable IWC Wage Orders, California has required employers to pay their employees at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

Employee and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510, 1198 and IWC Wage Order No. 7-2001 or other applicable IWC Wage Orders. Employer failed to compensate Employee and/or other similarly situated and aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay when required; requiring, suffering or permitting Employee and/or other similarly situated and aggrieved employees to work off-the-clock; requiring, suffering or permitting Employee and/or other similarly situated and aggrieved employees to work during their purportedly duty-free meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Employee and/or other similarly situated and aggrieved employees; failing to properly maintain Employee and/or other similarly situated and aggrieved employees' employment records through falsifying hours worked; failing to provide accurate itemized statements to Employee and/or other similarly situated and aggrieved employees for each pay period; and other methods to be discovered.

Employer's conduct violates Labor Code §§ 510 and 1194 and IWC Wage Order No. 7-2001, § 3 or other applicable IWC Wage Orders because Employer has refused to perform its obligations to compensate Employee and/or other similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer has employed Employee and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(3) Failure to Authorize and Permit Meal Periods

Pursuant to California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 7-2001, § 11 or other applicable IWC Wage Orders, California has prohibited employers from employing a person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the employer and the employee. California has also prohibited employers from employing a person for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. California has also required that unless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. Moreover, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the relevant IWC Wage Order, then the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

Employee and/or other similarly situated and aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 7-2001, § 11 or other applicable IWC Wage Orders. Employer failed to provide Employee and/or other similarly situated and aggrieved employees meal periods, or to pay one (1) additional hour of compensation at Employee and/or other similarly situated and aggrieved employees' regular rates of compensation for each workday that a meal period was not provided, as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to work past five (5) hours from the starts of their shifts before starting a meal period; requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to work past ten (10) hours from the starts of their shifts before starting a second meal period; requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to take on-duty meal periods of less than 30 minutes or that were otherwise not duty-free inasmuch as Employer failed to relieve Employee and/or other similarly situated and aggrieved employees of all of their duties or maintained control over them during that time; failing to count all times that Employer failed to provide Employee and/or other similarly situated and aggrieved employees duty-free 30-minute meal periods as time worked for the purposes of minimum wage and overtime wage payments; failing to pay Employee and/or other similarly situated and aggrieved employees one (1) hour of pay at their regular rates of compensation for each workday that the meal period was not provided; and by other methods to be discovered.

Employer's conduct violates Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 7-2001, § 11 or other applicable IWC Wage Orders because Employer has knowingly and willfully refused to perform their obligations to compensate Employee and/or other similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer has employed Employee and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(4) Failure to Authorize and Permit Rest Periods

Pursuant to California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 7-2001, § 12 or other applicable IWC Wage Orders, California has required that employers shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, that the authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, that a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours, and that authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. California has also required that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of and IWC Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not authorized and permitted.

Employee and/or other similarly situated and aggrieved are current and former non-exempt employees entitled to the protections of California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 7-2001 or other applicable IWC Wage Orders. Employer failed to provide Employee and/or other similarly situated and aggrieved employees rest periods, or to pay one (1) additional hour of compensation at Employee and/or other similarly

situated and aggrieved employees' regular rates of compensation for each workday that a rest period was not provided, as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to work past three and one-half (3 ½) hours from the starts of their shifts without authorizing and permitting them to take a timely and fully uninterrupted first rest period; requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to work past six (6) hours from the starts of their shifts without authorizing and permitting them to take a timely and fully uninterrupted second rest period; requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to work past ten (10) hours from the starts of their shifts without authorizing and permitting them to take a timely and fully uninterrupted third rest period; requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to take rest periods of less than 10 minutes or that were otherwise not duty-free inasmuch as Employer failed to relieve Employee and/or other similarly situated and aggrieved employees of all of their duties or maintained control over them during that time; failing to pay Employee and/or other similarly situated and aggrieved employees one (1) hour of pay at their regular rates of compensation for each workday that a rest period was not authorized and permitted; and by other methods to be discovered.

Employer's conduct violates Labor Code §§ 226.7, 1198, and IWC Wage Order No. 7-2001, § 12 or other applicable IWC Wage Orders because Employer has refused to perform its obligations to compensate Employee and/or other similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer has employed Employee and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(5) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

Pursuant to California Labor Code §§ 2802(a), 1198, and IWC Wage Order No. 7-2001, § 9 or other applicable IWC Wage Orders, California requires has required that employers indemnify employees for all necessary expenditures or losses incurred by an employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

Employee and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 2802(a), 1198, and IWC Wage Order No. 7-2001 or other applicable IWC Wage Orders, § 9. Employer knowingly and willfully failed to indemnify Employee and/or other similarly situated and aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Employer including, but not limited to, by failing to reimburse Employee and/or other similarly situated and aggrieved employees for expenses they incurred in complying with Employer's order for Employee and/or other similarly situated and aggrieved employees to work at locations other than their regular business or work locations but causing them to use their own monies to transport themselves to other work locations to perform such work without reimbursing them for fuel or mileage, and by other methods to be discovered.

Employer's conduct violates §§ 2802(a), 1198, and IWC Wage Order No. 7-2001, § 9 or other applicable IWC Wage Orders because Employer has knowingly and willfully refused to perform its obligations to indemnify Employee and/or other similarly situated and aggrieved for all monies they expended in necessary expenditures or losses incurred and because Employer has employed Employee and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(6) Failure to Furnish Accurate Itemized Wage Statements

Pursuant to California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 7-2001 or other applicable IWC Wage Orders, California has required that employers semimonthly or at the time of each payment of wages furnish each of its employees an accurate itemized wage statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, (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, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. California law has stated that an employee is deemed to suffer injury for purposes of Labor Code § 226(a) if the employer fails to provide accurate and complete information as required by any one or more of items of the foregoing nine (9) enumerated items and the employee cannot promptly and easily determine from the wage statement alone, *inter alia*, the amount of the gross wages or net

wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to enumerated items (2) to (4), inclusive, (6), and (9).

Employee and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 7-2001, § 7 or other applicable IWC Wage Orders. Employer failed to provide Employee and/or other similarly situated and aggrieved employees accurate itemized wage statements as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to provide *accurate* writings showing each and every one of the nine (9) enumerated items required by Labor Code § 226(a) including as a result of the unrecorded and uncompensated off-the-clock minimum wage and overtime wage payments earned and due as alleged herein, the uncompensated meal period and rest period premium payments earned and due for each workday a meal period was not provided and each workday a rest break was not authorized and permitted as alleged herein, failing to itemize premium payments including payments for overtime, meal period, rest period and split shift premiums, failing to provide accurate writings enabling Employee and/or other similarly situated and aggrieved employees to promptly and easily determine from the wage statement alone their total hours worked, all deductions, the inclusive dates for which they were paid, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; and by other methods to be discovered.

Employer's conduct violates §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 7-2001, § 7 or other applicable IWC Wage Orders because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other similarly situated and aggrieved with timely, accurate, and itemized wage statements and because Employer has employed Employee and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(7) Failure to Timely Pay All Wages Due to Discharged and Quitting Employees

Pursuant to California Labor Code §§ 201(a), 201.3, 202, and 203, California has required that employers pay their employees all wages earned and unpaid at the time of discharge, or if an employee quits, not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting, and that if an employer willfully fails to timely pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but those penalty wages shall not continue for more than 30 days.

Employee and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 201(a), 201.3, 202, and 203. Employer failed to timely pay Employee and/or other similarly situated and aggrieved employees all wages due at the times they were discharged or at the times they quit under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay all earned wages to Employee and/or other similarly situated and aggrieved employees in full; failing to pay all earned wages to Employee and/or other similarly situated and aggrieved employees at the time Employer discharged them or within 72 hours of the times they quit; and by failing to pay Employee and/or other similarly situated and aggrieved employees' wages as penalties from the due dates thereof at the same rate until paid; and by other methods to be discovered.

Employer's conduct violates §§ 201, 201.3, 202 and 203 because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other similarly situated and aggrieved employees with timely and full payment of all wages earned and unpaid at the time of discharge or quitting.

(8) Engagement in Unlawful, Unfair or Fraudulent Business Acts or Practices

Pursuant to California Business and Professions Code §§ 17200, *et seq.*, also known as California's Unfair Competition Law ("UCL"), California has prohibited employers from engaging in unlawful, unfair or fraudulent business acts or practices, which may include an employer's violations of the California Labor Code sections, which prohibit employers from unlawfully withholding wages from an employee.³ Pursuant to § 17203, any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction to prevent the use or employment by any person of any practice which constitutes unfair competition,

³ *Cortez v. Purolator Air Filtration Products Co.* (2000) 23 Cal.4th 163, 177-178 (holding: "[w]e conclude that orders for payment of wages unlawfully withheld from an employee are also a restitutionary remedy authorized by section 17203. The employer has acquired the money to be paid by means of an unlawful practice that constitutes unfair competition as defined by section 17200. The employee is, quite obviously, a 'person in interest' (§ 17203) to whom that money may be restored.")

or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. Furthermore, § 17203 provides that any person may pursue representative claims or relief on behalf of others only if the claimant meets the standing requirements of § 17204 and complies with Code of Civil Procedure § 382.

Employee and/or other similarly situated and aggrieved employees are current and former non-exempt employees who, along with members of the general public, are entitled to the protections of California Business and Professions Code §§ 17200, *et seq.* Employer knowingly and willfully engaged in unlawful, unfair or fraudulent business acts or practices including, but not limited to, by (1) willfully failing and refusing to pay Employee and/or other similarly situated and aggrieved employees minimum wages earned and due, (2) willfully failing and refusing to pay Employee and/or other similarly situated and aggrieved employees overtime wages earned and due, (3) willfully failing and refusing to provide Employee and/or other similarly situated and aggrieved employees meal periods or pay premium wages in lieu thereof, (4) willfully failing and refusing to provide Employee and/or other similarly situated and aggrieved employees rest periods or pay premium wages in lieu thereof, (5) willfully failing and refusing to indemnify Employee and/or other similarly situated and aggrieved employees for necessary business expenses, (6) willfully failing and refusing to furnish Employee and/or other similarly situated and aggrieved employees with accurate itemized wage statements, and (7) willfully failing and refusing to timely pay Employee and/or other similarly situated and aggrieved employees all wages due at time of discharge or quitting. Furthermore, Employer has failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations. As a result of Employer’s unfair and unlawful business practices, Employer has reaped unfair and illegal profits at the expense of Employee and/or other similarly situated and aggrieved employees and members of the general public.

Employer’s conduct violates California Business and Professions Code §§ 17200, *et seq.* because Employer has knowingly and willfully engaged in the foregoing Labor Code violations repeatedly, over a significant period of time, and in a systematic manner, to the detriment of Employee and/or other similarly situated and aggrieved employees and members of the general public.

(9) Failures to Comply with Labor Code and IWC Wage Order No. 7-2001 Provisions Warranting PAGA Civil Penalties

Pursuant to California Labor Code §§ 2698 *et seq.*, also known as PAGA, California has stated that notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in §§ 2699⁴ and 2699.3.⁵

⁴ Pursuant to Labor Code § 2699 subdivision (a), California has stated: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

⁵ Pursuant to Labor Code § 2699.5, California has stated: “The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.4, 6310, 6311, and 6399.7.”

Employee on behalf of Employee and/or other aggrieved employees incorporates the preceding paragraphs into Employee's allegations that follow, which give rise to Employer's liability for PAGA civil penalties.⁶

i. Underlying Violations of Labor Code § 201 (Failure to Timely Pay All Wages Due at Time of Discharge)

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

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 201(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to timely pay Employee and/or other aggrieved employees all wages due at the times they were discharged.

Employer's conduct violates Labor Code § 201(a) because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned and unpaid at the time of discharge, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

ii. Underlying Violations of Labor Code § 201.3 (Failure to Timely Pay All Wages Due at Time of Discharge to a Temporary Services Employee During Employment and at Time of Discharge)

Labor Code § 201.3(b)(1)(A) provides: "Except as provided in paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision."

Labor Code § 201.3(b)(2) provides: "(2) If an employee of a temporary services employer is assigned to work for a client on a day-to-day basis, that employee's wages are due and payable at the end of each day, regardless of when the assignment ends, if each of the following occurs: [¶] (A) The employee reports to or assembles at the office of the temporary services employer or other location. [¶] (B) The employee is dispatched to a client's worksite each day and returns to or reports to the office of the temporary services employer or other location upon completion of the assignment. [¶] (C) The employee's work is not executive, administrative, or professional, as defined in the wage orders of the Industrial Welfare Commission, and is not clerical."

Labor Code § 201.3(b)(5) provides: "If an employee of a temporary services employer is assigned to work for a client and quits his or her employment with the temporary services employer, wages are due and payable as provided in Section 202."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 201.3. As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to timely pay Employee and/or other aggrieved employees all wages due during their employment and at the times they were discharged.

Employer's conduct violates Labor Code § 201.3 because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned throughout their respective periods of employment, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.⁷

⁶ An employee affected by at least one labor code violation may pursue penalties on behalf of the state for unrelated violations by the same employer. (*Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.)

⁷ Labor Code § 210 provides: "(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. [¶] (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. [¶] (b) The penalty shall be recovered by the Labor Commissioner as part of a hearing held to recover unpaid wages and penalties pursuant to this chapter or in an independent civil action. The action shall be brought in the name of the people of the State of California and the Labor Commissioner and the attorneys thereof may proceed and act for and on behalf of the people in bringing these actions. Twelve and one-half percent of the penalty recovered shall be paid into a fund within the Labor and

iii. Underlying Violations of Labor Code § 202 (Failure to Timely Pay All Wages Due at Time of Quitting or Within 72 Hours Thereof)

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

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 202(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to timely pay Employee and/or other aggrieved employees all wages due at the times they quit.

Employer's conduct violates Labor Code § 202(a) because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned and unpaid at the time of quitting, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.⁸

iv. Underlying Violations of Labor Code § 203 (Failure to Pay Wages of the Employee as Continuing Penalty Up to 30 Days After Discharge or Quitting)

Labor Code § 203(a) provides, in part: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 203(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed perform its obligations to timely pay Employee and/or other aggrieved employees all final wages and the corresponding penalties that are still due as a result owed at their same respective rates of pay, for up to 30 days.

Employer's conduct violates Labor Code § 203(a) because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all continuing wages as penalties, sometimes called "waiting time penalty" wages, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.⁹

Workforce Development Agency dedicated to educating employers about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the General Fund."

⁸ Labor Code § 210 provides: "(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. [¶] (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. [¶] (b) The penalty shall be recovered by the Labor Commissioner as part of a hearing held to recover unpaid wages and penalties pursuant to this chapter or in an independent civil action. The action shall be brought in the name of the people of the State of California and the Labor Commissioner and the attorneys thereof may proceed and act for and on behalf of the people in bringing these actions. Twelve and one-half percent of the penalty recovered shall be paid into a fund within the Labor and Workforce Development Agency dedicated to educating employers about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the General Fund."

⁹ Labor Code § 210 provides: "(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. [¶] (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. [¶] (b) The penalty shall be recovered by the Labor Commissioner as part of a hearing held to recover unpaid wages and penalties pursuant to this chapter or in an independent civil action. The action shall be brought in the name of the people of the State of California and the Labor Commissioner and the attorneys thereof may proceed and act for and on behalf of the people in bringing

v. Underlying Violations of Labor Code § 204 (Failure to Timely Pay All Wages Due During Employment)

Labor Code § 204(a) provides, in part: "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 204(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to timely pay Employee and/or other aggrieved employees all wages due throughout their respective periods of employment including on days that Employer designated in advance as the regular paydays.

Employer's conduct violates Labor Code § 204(a) because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned throughout their respective periods of employment, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.¹⁰

vi. Underlying Violations of Labor Code § 226 (Failure to Furnish Accurate Itemized Wage Statements and to Maintain and Timely Provide Accurate Employment Records)

In addition to requiring employers to provide employees with accurate itemized wage statements, discussed above, Labor Code § 226(a) provides, in part: "The deductions made from payment 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 and the 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. For purposes of this subdivision, "copy" includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision."¹¹

Labor Code § 226(b) provides: "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 receive a copy of records pertaining to their employment, upon reasonable request to the employer. The employer may take reasonable steps to ensure 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."

these actions. Twelve and one-half percent of the penalty recovered shall be paid into a fund within the Labor and Workforce Development Agency dedicated to educating employers about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the General Fund."

¹⁰ Labor Code § 210 provides: "(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. [¶] (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. [¶] (b) The penalty shall be recovered by the Labor Commissioner as part of a hearing held to recover unpaid wages and penalties pursuant to this chapter or in an independent civil action. The action shall be brought in the name of the people of the State of California and the Labor Commissioner and the attorneys thereof may proceed and act for and on behalf of the people in bringing these actions. Twelve and one-half percent of the penalty recovered shall be paid into a fund within the Labor and Workforce Development Agency dedicated to educating employers about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the General Fund."

¹¹ Labor Code § 226.3 provides: "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake."

Labor Code § 226(c) provides: "An employer who receives a written or oral request to inspect or receive a copy of 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. Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative defense for an employer in any action alleging a violation of this subdivision. An employer may designate the person to whom a request under this subdivision will be made."¹²

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 226. As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to provide Employee and/or other aggrieved employees accurate itemized wage statements and failed to create and maintain accurate records, as required under Labor Code § 226(a). Employee is further informed and believes that Employer failed to provide Employee and/or other aggrieved employees copies of their employment records upon their oral and written requests as soon as practicable, but no later than 21 calendar days from the date of the request, as required under Labor Code § 226(b) and (c).

Employer's conduct violates Labor Code § 226 because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with accurate itemized wage statements, to maintain accurate employment records, and to timely and fully comply with written or oral requests for inspection or receipts of copies of employment records, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

vii. Underlying Violations of Labor Code § 226.7 (Failure to Timely Pay All Meal Period and Rest Period Wages Due During Employment)

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

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 226.7(c). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to provide Employee and/or other aggrieved employees one (1) hour of pay at their regular rates of compensation for each workday that a meal period was not provided and for each workday that a rest period was not authorized or permitted.

Employer's conduct violates Labor Code § 226.7(c) because Employer has knowingly and willfully refused to perform its obligations to compensate Employee and/or other aggrieved employees for all wages earned and all hours worked, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

viii. Underlying Violations of Labor Code § 510 (Failure to Pay All Overtime Wages Due)

Labor Code § 510(a) provides, in part: "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 510(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to pay Employee and/or other aggrieved employees for all overtime hours worked.

¹² Labor Code § 226(f) provides: "A failure by an employer to permit a current or former employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer."

Employer's conduct violates Labor Code § 510 because Employer has refused to perform its obligations to compensate Employee and/or other aggrieved employees for all wages earned and all hours worked, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.¹³

ix. Underlying Violations of Labor Code § 512 (Failure to Provide Timely First and Second Meal Periods)

Labor Code § 512(a) provides: "An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 512(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to provide Employee and/or other aggrieved employees timely, uninterrupted, and duty-free first and second meal periods during their shifts.

Employer's conduct violates Labor Code § 512 because Employer has refused to perform its obligations to provide Employee and/or other aggrieved employees timely, uninterrupted, and duty-free first and second meal periods during their shifts, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.¹⁴

x. Underlying Violations of Labor Code § 1102.5 (Retaliation for Disclosing Information Reasonably Believed to be a Violation of State or Federal Law)

Labor Code § 1102.5(a) provides: "An employer, or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties."

Labor Code § 1102.5(b) provides: "An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties."

¹³ California Labor Code § 558(a) and subparagraphs (1) and (2) provide "(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. [¶] (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages."

¹⁴ California Labor Code § 558(a) and subparagraphs (1) and (2) provide "(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. [¶] (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages."

Labor Code § 1102.5(c) provides: "An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation."

Labor Code § 1102.5(d) provides: "An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for having exercised his or her rights under subdivision (a), (b), or (c) in any former employment."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1102.5. Employee is informed and believes that Employer adopted and/or enforced rules, regulations or policies designed to prevent or retaliate against Employee and/or other aggrieved employees from disclosing violations of, or participating in investigations, hearings, or inquiries concerning, Employer's violation of California wage and hour laws as alleged herein or other workplace conditions and/or occurrences including complaints about Employer's failure to reimburse or indemnify for expenditures incurred or suffered by Employee and/or other aggrieved employees.

Employer's conduct violates Labor Code § 1102.5 because Employer has refused to perform its obligations to refrain from adopting or enforcing rules designed to prevent disclosure of California wage and hour violations and/or retaliating against employees to made such disclosures, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.¹⁵

xi. Underlying Violations of Labor Code § 1174(d) (Failure to Keep Accurate Payroll Records in a Central Location in California)

Labor Code § 1174 and subdivision (d) provide: "Every person employing labor in this state shall: [¶] . . . (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1174(d). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to keep Employee and/or other aggrieved employees' accurate payroll records including the hours they worked daily.

Employer's conduct violates Labor Code § 1174(d) because Employer has refused to perform its obligations to keep accurate payroll records, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.¹⁶

xii. Underlying Violations of Labor Code § 1197 (Failure to Pay All Minimum Wages Including Split Shift Wages)

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

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1197. As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to pay Employee and/or other aggrieved employees for all hours worked, including hours entitling them to minimum wages including one hour of minimum wages in addition to the minimum wage for that workday when Employee and and/or other aggrieved employees worked split shifts as required under IWC Wage Order No. 7-2001, § 4 (minimum wages) or the applicable IWC Wage Orders.

¹⁵ California Labor Code § 1102.5(f) provides: "(f) In addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section."

¹⁶ California Labor Code § 1174.5 provides "Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500)."

Employer's conduct violates Labor Code § 1197 because Employer has refused to perform its obligations to compensate Employee and/or other aggrieved employees for all wages earned and all hours worked, including hours entitling them to minimum wages, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.¹⁷

xiii. Underlying Violations of Labor Code § 2802 (Failure to Indemnify Employees)

Labor Code § 2802(a) provides: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 2802. As stated above, and for the reasons set forth above, Employee is informed and believes that knowingly and willfully failed to indemnify Employee and/or aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties.

Employer's conduct violates Labor Code § 2802 because Employer has refused to perform its obligations to indemnify Employee and/or other aggrieved for all monies they expended in necessary expenditures or losses incurred, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.

* * *

This notice shall further represent Employee's reasonable attempt to settle Employee's dispute with Employer prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, this notice serves to apprise Employer of Employee's aforementioned grievances and the proposed remedies as detailed below, while affording Employer reasonable opportunity to meet Employee's demands.

Demand is hereby made that Employer shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Employer shall pay Employee and all other similarly-situated persons employed by Employer at any time during the past 48 months back pay and compensation for the above-referenced violations.
2. Employer shall comply with all California labor laws and ensure that its/their non-exempt employees are paid proper overtime compensation and given required meal and rest periods.
3. Employer shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of minimum wage hours that were not paid, the number of overtime wage hours that were not paid, the number of meal periods which were not provided, the number of rest periods which were not authorized and permitted, and the number of employees who were required to pay for wear requirements, personal cellular phone use, and mileage or personal vehicle use requirements or other expenditures in the discharge of their duties, the number of employees who were not paid all wages due at time of discharge or quitting, with the investigation to be completed within 60 days.
4. Employer shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Employer also shall pay each employee one hour of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

¹⁷ California Labor Code § 1197.1(a) and subparagraphs (1) to (3) provide: "(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: [¶] (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. [¶] (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. [¶] (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee."

The Kick Law Firm, APC

LWDA, DIR; Premier Investors Group, Inc. & Lincoln Petroleum Inc. ("Employer")

September 1, 2020

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5. Employer shall reimburse those employees who were forced to pay for any business expenses incurred for Employer's benefit, as well as those items employees were compelled and coerced to purchase from Employer or other persons in relation to their employment.

6. Employer shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. Employer shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Employer shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq.* including, but not limited to, penalties under Labor Code §§ 210, 226(f), 226.3, 558(a), 1102.5(f), 1174.5, 1197.1, and 2699 and Wage Order No. 7-2001, § 20.

If the Department of Industrial Relations including the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, then please notify this office of that decision by certified mail addressed to The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, California 90049. Additionally, please advise us if the Agency or Employer require additional information regarding Employee's complaints.

Thank you for your prompt attention to this matter.

Very truly yours,

THE KICK LAW FIRM, APC

A handwritten signature in blue ink, appearing to read 'Taras Kick', is written over the printed name.

TARAS KICK
DANIEL J. BASS
ROY K. SUH

Attorneys for KENTOYA MITCHELL

EXHIBIT 3

Roy Suh

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Saturday, December 12, 2020 5:18 PM
To: Roy Suh
Subject: Thank you for your Amended PAGA Claim Notice Submission

12/12/2020 05:17:44 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

The Kick Law Firm

A Professional Corporation

815 Moraga Drive
Los Angeles, CA 90049
310 395 2988 / Fax: 310 395 2088

December 12, 2020

Via Online Submission @ <https://dir.tfaforms.net/207>

Labor Workforce Development Agency, Department of Industrial Relations

Attn: PAGA Administrator
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Via Electronic Mail Only

PACIFIC INVESTMENT & MANAGEMENT, INC. (C3727716)

PREMIER INVESTORS GROUP, INC. (C3519517)

LINCOLN PETROLEUM INC. (C2511112)

c/o Martin Robert FOX (Cal. SBN 155783) (mfox@bleaufox.com)
Megan Ann CHILDRESS (Cal. SBN 266926) (mchildress@bleaufox.com)
Elizabeth Mary MARTIN (Cal. SBN 316968) (emartin@bleaufox.com)

BLEAU FOX, APLC
2801 West Empire Avenue
Burbank, California 91504-3214
Telephone: (818) 748-3434
Facsimile: (818) 748-3436

Re: Amended Notice Pursuant to California Labor Code § 2699.3 Case No. LWDA-CM-804755-20

Employee: Kentoya Mitchell

Employer: **Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc.**

To the LWDA & Employer:

The Kick Law Firm, APC (“TKLF”) represents Kentoya Mitchell (“Employee”), a current or former employee of Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc. (“Employer”).¹ This is an **amended notice** to Employee's September 1, 2020 California Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq.* “PAGA”)] that identifies Pacific Investment & Management, Inc. as an Employer.

In Employee's September 1, 2020 PAGA Notice, which is attached here and incorporated by reference, Employee wrote:

Employee serves this notice on behalf of all persons who are, were, or will be non-exempt employees of Employer, or any related or alter-ego company, corporation, partnership, and/or business entity at any time from four years prior to the date of this notice in the State of California. Correspondingly, Employee serves this notice to Employer and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, entities or other persons who are or may be liable under California law for any of the violations alleged herein including at any location where non-exempt employees worked for Employer in the State of California, who may be held liable for the violations of California law as alleged herein during the relevant statutory periods.

Employee has now identified Pacific Investment & Management, Inc. as an entity fitting in one or more of the foregoing categories. Employee alleges all of the claims and allegations identified in Employee's September 1, 2020 PAGA Notice against Pacific Investment & Management, Inc. and continues to allege them against any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and

¹ *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 811 holds that an individual owner of a business or other person may be held liable for PAGA penalties for violations of Labor Code § 558(a) (overtime wage payment violations) and section 1197.1(a) (minimum wage payment violations). (824; 828-829.) *Atempa* also holds that it was not reversible error for plaintiffs to recover attorney fees and costs and interest from an individual under PAGA. (829-831.)

The Kick Law Firm, APC

LWDA, DIR; Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc. ("Employer")

LWDA Case No. LWDA-CM-804755-20

December 12, 2020

Page 2 of 2

all officers, owners, directors, managers, managing agents, entities or other persons who are or may be liable under California law for any of the violations alleged in Employee's September 1, 2020 PAGA Notice.

Employee has filed a civil action against Employer in *Mitchell v. Pacific Investment & Management Group, Inc., et al.*, Los Angeles Superior Court, Case No. 20STCV14536. Employee is sending the instant amended PAGA Notice to Mr. Martin R. Fox, Ms. Megan A. Childress and Ms. Elizabeth M. Martin, who represent Employers and who have indicated they will appear as attorneys of record for Defendants Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc., in keeping with TKLF's communications with them including Ms. Childress's December 7, 2020 email wherein Bleau Fox, APLC agreed to accept service for Defendants Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc. via email.

Thank you for your attention to this matter.

Very truly yours,

THE KICK LAW FIRM, APC

A handwritten signature in blue ink, appearing to read 'Taras Kick', is written over the printed name.

TARAS KICK
DANIEL J. BASS
ROY K. SUH

Attorneys for Plaintiff KENTOYA MITCHELL,
individually, and on behalf of others similarly situated
and aggrieved

Encl. 9/1/20 PAGA Notice

EXHIBIT 4

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Amended PAGA Claim Notice

PAGA Number (LWDA-CM-) : * 804755-20

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Attorney or Employee – Whoever is Filing)

Your First Name * Your Last Name * Your Email Address *

Roy

Suh

roy@kicklawfirm.com

Your Street Name, Number and Suite/Apt * Your Mobile Phone Number

815 Moraga Drive

3103952988

Your City * Your Work Phone Number

Los Angeles

Your State *

California

Your Zip/Postal Code *

90049

Amended Notice Detail

Please provide the details of the amendments to the original notice. *

- ☒ Adding additional claims
- ☒ Adding additional corporate defendants
- ☒ Adding additional Individual/Sole proprietor defendants
- ☒ Adding additional plaintiffs
- ☒ Other (please specify)

Please enter additional plaintiff names *

Dana Miles

[Add Additional Plaintiff Names](#)

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Other/Don't Know

Employer Name *

Farzan Ghadooshahy

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

14791 Pacific Coast Highway

Employer City

Santa Monica

Employer State

California

Employer Zip/Postal Code

90402

Employer Industry *

Retail

[Add Additional Employers](#)

Additional Employer Information (Individual/Sole Proprietor)

Employer Entity Type

Individual/Sole Proprietor ▼

Employer First Name *

Farhad

Employer Last Name *

Ghadooshahy

Employer Street Name, Number and Suite/Apt

14791 Pacific Coast Highway

Employer City

Santa Monica

Employer State

Please select... ▼

Employer Zip/Postal Code

90402

Employer Industry *

Retail ▼

[Add Additional Employers](#)

Please specify "other" *

Individual

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☐ Overtime
- ☐ Not paid for all hours worked
- ☐ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☐ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☐ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Provide Details of Other Violation *

See Draft FAC

Other(Maybe Multiple)

☐ Other Violation

PAGA Claim Type – Check All that Apply *

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Amended Notice

Amended Notice *

 202107160820...ecuted].pdf

Other Attachment (if any) (must be a .pdf)

 202107160755 ... Pl Stip].pdf[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

The Kick Law Firm

A Professional Corporation

815 Moraga Drive
Los Angeles, CA 90049
310 395 2988 / Fax: 310 395 2088

July 16, 2021

Via Online Submission @ <https://dir.tfaforms.net/207>

Labor Workforce Development Agency, Department of Industrial Relations

Attn: PAGA Administrator
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Via E-Mail By Agreement & Via Case Anywhere

MR. FARHAD GHADOOSH AHY

MR. FARZAN GHADOOSH AHY

PACIFIC INVESTMENT & MANAGEMENT, INC. (C3727716)

PREMIER INVESTORS GROUP, INC. (C3519517)

LINCOLN PETROLEUM INC. (C2511112)

c/o Martin Robert FOX (Cal. SBN 155783) (mfox@bleaufox.com)
Megan Ann CHILDRESS (Cal. SBN 266926) (mchildress@bleaufox.com)
Elizabeth Mary MARTIN (Cal. SBN 316968) (emartin@bleaufox.com)

BLEAU FOX, APLC

2801 West Empire Avenue
Burbank, California 91504-3214
Telephone: (818) 748-3434
Facsimile: (818) 748-3436

Re: Second Amended Notice Pursuant to Cal. Labor Code § 2699.3 Case No. LWDA-CM-804755-20

Employee: Kentoya Mitchell

Employer(s): Mr. Farhad Ghadooshahy, Mr. Farzan Ghadooshahy, Pacific Investment & Management, Inc., Premier Investors Group, Inc. and Lincoln Petroleum Inc.

To the LWDA & Employers:

The Kick Law Firm, APC (“TKLF”) represents Kentoya Mitchell (“Employees”), a current or former employee of Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc. (“Employer”).¹ This is a **second amended notice** to Employee’s September 1, 2020 California Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq.* “PAGA”) and December 12, 2021 first amended notice that identifies **Mr. Farhad Ghadooshahy** as an Employer and **Mr. Farzan Ghadooshahy** as an Employer.

In Employee’s September 1, 2020 PAGA Notice, which is incorporated by reference, Employee wrote:

Employee serves this notice on behalf of all persons who are, were, or will be non-exempt employees of Employer, or any related or alter-ego company, corporation, partnership, and/or business entity at any time from four years prior to the date of this notice in the State of California. Correspondingly, Employee serves this notice to Employer and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, entities or other persons who are or may be liable under California law for any of the violations alleged herein including at any location where non-exempt employees worked for Employer in the State of California, who may be held liable for the violations of California law as alleged herein during the relevant statutory periods.

Employee has now identified Messrs. Farhad Ghadooshahy and Farzan Ghadooshahy as natural persons fitting in one or more of the foregoing categories. Employee alleges all of the claims and allegations identified in Employee’s September 1, 2020 PAGA Notice against Messrs. Farhad Ghadooshahy and Farzan Ghadooshahy and continues to allege them against any and all related and/or alter ego companies, corporations, partnerships, and/or business

¹ *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 811 holds that an individual owner of a business or other person may be held liable for PAGA penalties for violations of Labor Code § 558(a) (overtime wage payment violations) and section 1197.1(a) (minimum wage payment violations). (824; 828-829.) *Atempa* also holds that it was not reversible error for plaintiffs to recover attorney fees and costs and interest from an individual under PAGA. (829-831.)

The Kick Law Firm, APC

LWDA, DIR; Mr. Farhad Ghadooshahy, Mr. Farzan Ghadooshahy, Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc. ("Employer")

LWDA Case No. LWDA-CM-804755-20

July 16, 2021

Page 2 of 2

entities, as well as against any and all officers, owners, directors, managers, managing agents, entities or other persons who are or may be liable under California law for any of the violations alleged in Employee's September 1, 2020 PAGA Notice.

Employee has filed a civil action against Employers, or some of them, in *Mitchell v. Pacific Investment & Management Group, Inc., et al.*, Los Angeles Superior Court, Case No. 20STCV14536. Employee has reached an agreement with Employers' counsel of record, Ms. Megan A. Childress, for the filing of a stipulated and [proposed] order seeking leave of court to add Messrs. Farhad Ghadooshahy and Farzan Ghadooshahy as defendants and Ms. Dana Miles as a plaintiff to the foregoing case in a first amended complaint. A draft of the first amended complaint is enclosed with this notice.

Ms. Miles also contends she has been aggrieved by Employers' conduct including as recently as in the month of June 2021 when Employers, or some of them, failed to timely provide Ms. Miles with employment records, which she was entitled to under various California Labor Code and Industrial Wage Commission orders, in response to her written requests. While Ms. Miles believes she will be named as a plaintiff in Employee's case in short order and joins Employee in all of the allegations against Employers in the instant LWDA Case (Case No. LWDA-CM-804755-20), Ms. Miles intends on serving all of Employers and the LWDA with a separate notice under PAGA concomitantly with the instant amended notice.

Employee is sending the instant amended PAGA Notice to Employers' counsel of record including, but not limited to, Ms. Megan A. Childress, who, on July 14, 2021, wrote she was authorized to accept service for Messrs. Farhad Ghadooshahy and Farzan Ghadooshahy and also wrote: "Service via e-mail of the first amended complaint and summons for the Ghadooshahy's and any notices submitted to the LWDA is agreed to."

Thank you for your attention to this matter.

Very truly yours,
THE KICK LAW FIRM, APC



TARAS KICK
ROY K. SUH
JEFFREY C. BILS

Attorneys for Plaintiff KENTOYA MITCHELL,
individually, and on behalf of others similarly situated
and aggrieved and for DANA MILES

Encl. 7/15/21 Draft FAC

EXHIBIT 5

The Kick Law Firm

A Professional Corporation

815 Moraga Drive
Los Angeles, CA 90049
310 395 2988 / Fax: 310 395 2088

July 16, 2021

Via Online Submission @ <https://dir.tfaforms.net/207>

Labor Workforce Development Agency, Department of Industrial Relations

Attn: PAGA Administrator

455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Via E-Mail By Agreement & Via Case Anywhere

MR. FARHAD GHADOOSH AHY

MR. FARZAN GHADOOSH AHY

PACIFIC INVESTMENT & MANAGEMENT, INC. (C3727716)

PREMIER INVESTORS GROUP, INC. (C3519517)

LINCOLN PETROLEUM INC. (C2511112)

c/o Martin Robert FOX (Cal. SBN 155783) (mfox@bleaufox.com)

Megan Ann CHILDRESS (Cal. SBN 266926) (mchildress@bleaufox.com)

Elizabeth Mary MARTIN (Cal. SBN 316968) (emartin@bleaufox.com)

BLEAU FOX, APLC

2801 West Empire Avenue

Burbank, California 91504-3214

Telephone: (818) 748-3434

Facsimile: (818) 748-3436

Re: Notice Pursuant to California Labor Code § 2699.3

Employee: Dana Miles

Employer: Premier Investors Group, Inc. and Lincoln Petroleum Inc.

Related LWDA Case: Case No. LWDA-CM-804755-20

To Whom It May Concern:

The Kick Law Firm, APC (“TKLF”) represents Dana Miles (“Employee”), a current or former employee of Mr. Farhad Ghadooshahy, Mr. Farzan Ghadooshahy, Pacific Investment & Management, Inc., Premier Investors Group, Inc., Lincoln Petroleum Inc. their subsidiaries, affiliates, successors, assigns, clients, or customers (“Employer”).¹ Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 7-2001, any other applicable IWC Wage Order (hereinafter, references to “IWC Wage Order No. 7-2001” includes the provisions in any other applicable IWC Wage Order), which Employee alleges Employer has violated, including the facts and theories to support the alleged violations.

Please be advised that this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Employer in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer. Enclosed, please find a draft of a proposed first amended complaint in *Mitchell v. Pacific Investment & Management Group, Inc., et al.*, Los Angeles Superior Court, Case No. 20STCV14536 (*Mitchell*), which is incorporated by reference into this notice. In *Mitchell*, Plaintiff Kentoya Mitchell, who is also represented by TKLF, intends on filing and has reached an agreement with Employers’ counsel of record, Ms. Megan A. Childress, for the filing of a stipulated and [proposed] order seeking leave of court to add Messrs. Farhad Ghadooshahy and Farzan Ghadooshahy as defendants and Ms. Dana Miles as a plaintiff.

Employee has been aggrieved by Employers’ conduct including as recently as in the month of June 2021 when Employer, or some of them, failed to timely provide Employee with employment records, which Employer was entitled to under various California Labor Code and Industrial Wage Commission orders, in response to

¹ *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 811 holds an individual owner of a business or other person may be held liable for PAGA penalties for violations of Labor Code § 558(a) (overtime wage payment violations) and section 1197.1(a) (minimum wage payment violations). (824; 828-829.) *Atempa* also holds it was not reversible error for plaintiffs to recover attorney fees and costs and interest from an individual under PAGA. (829-831.)

The Kick Law Firm, APC

LWDA, Mr. Farhad Ghadooshahy, Mr. Farzan Ghadooshahy, Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc. (“Employer”)
Related LWDA Case, Case No. LWDA-CM-804755-20
Page 2 of 17

Employee’s written requests. While Employee believes Employee will be named as a plaintiff in *Mitchell* in short order, Employee is serving Employers and the LWDA with the instant notice under PAGA concomitantly Plaintiff Mitchell’s separately submitted second amended PAGA Notice uploaded in Case No. LWDA-CM-804755-20.

Employee is sending the instant PAGA Notice to Employers’ counsel of record including, but not limited to, Ms. Megan A. Childress, who, on July 14, 2021, wrote she was authorized to accept service for Messrs. Farhad Ghadooshahy and Farzan Ghadooshahy and also wrote: “Service via e-mail of the first amended complaint and summons for the Ghadooshahy’s and any notices submitted to the LWDA is agreed to.”

Under a separate cover, or via online payment, TKLF is sending \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

This letter also serves as notice to Employer of Employee’s demand for preservation and non-spoilation of evidence pursuant to which Employee requests that Employer take all reasonable steps to promptly save and preserve all relevant documents and data including all electronic files and hard-copy documents that are related to Employee’s employment and potential claims including those of similarly-situated and aggrieved employees, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including “adverse inference” jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

Employee serves this notice on behalf of all persons who are, were, or will be non-exempt employees of Employer, or any related or alter-ego company, corporation, partnership, and/or business entity at any time from four years prior to the date of this notice in the State of California. Correspondingly, Employee serves this notice to Employer and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, entities or other persons who are or may be liable under California law for any of the violations alleged herein including at any location where non-exempt employees worked for Employer in the State of California, who may be held liable for the violations of California law as alleged herein during the relevant statutory periods.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which may be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

Employee, on behalf of Employee and all other similarly-situated current and former non-exempt employees of Employer in the State of California during the four years preceding the date of this notice, is investigating a potential class and representative action on behalf of Employer’s current and former non-exempt employees in the State of California regarding, among other things, the following violations:

- (1) Failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 7-2001, § 4;
- (2) Failure to pay employees overtime wages in violation of Labor Code §§ 510, 1198 and IWC Wage Order No. 7-2001, § 3;
- (3) Failure to provide meal periods to employees, or to pay one additional hour of compensation at the employee’s regular rate of compensation for each workday that a meal period was not provided, in violation of Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 7-2001, § 11;
- (4) Failure to provide rest periods to employees,² or to pay one additional hour of compensation at the employee’s regular rate of compensation for each workday that a rest period was not provided, in violation of Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 7-2001, § 12;
- (5) Failure to indemnify employees for necessary expenditures incurred in discharge of duties in violation of Labor Code § 2802(a), 1198 and IWC Wage Order No. 7-2001, § 9;
- (6) Failure to furnish accurate itemized wage statements to employees in violation of Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 7-2001, § 7;
- (7) Failure to timely pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201(a), 202, and 203;

² “[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory.” (*Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.)

The Kick Law Firm, APC

LWDA, Mr. Farhad Ghadooshahy, Mr. Farzan Ghadooshahy, Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc. (“Employer”)
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- (8) Engagement in unlawful, unfair or fraudulent business acts or practices in violation of California Business and Professions Code §§ 17200, *et seq.*; and
- (9) Failures to comply with various Labor Code and IWC Wage Order No. 7-2001 provisions stated above and below warranting the assessment of PAGA civil penalties pursuant to Labor Code §§ 2698, *et seq.* including violations of:
 - i. Labor Code § 201 (failure to timely pay all wages due at time of discharge);
 - ii. Labor Code § 201.3 (failure to timely pay all wages due as a temporary services employer during employment and at time of discharge);
 - iii. Labor Code § 202 (failure to timely pay all wages due at time of quitting or within 72 hours thereof);
 - iv. Labor Code § 203 (failure to pay wages of the employee as continuing penalty up to 30 days after discharge or quitting);
 - v. Labor Code § 204 (failure to timely pay all wages due during employment);
 - vi. Labor Code § 226 (failure to furnish accurate itemized wage statements and maintain accurate records);
 - vii. Labor Code § 226.7 (failure to timely pay all meal period and rest period wages due during employment);
 - viii. Labor Code § 510 (failure to pay all overtime wages due);
 - ix. Labor Code § 512 (failure to provide timely first and second meal periods);
 - x. Labor Code § 1102.5 (retaliation for disclosing information reasonably believed to be a violation of state or federal law);
 - xi. Labor Code § 1174(d) (failure to keep accurate payroll records in a central location in California);
 - xii. Labor Code § 1197 (failure to pay all minimum wages including split shift wages);
 - xiii. Labor Code § 1198.5 (failure to provide right to inspect or receive a copy of personnel records); and
 - xiv. Labor Code § 2802 (failure to indemnify employees).

In short, but as explained in greater detail below, Employer’s unlawful employment practices and policies have deprived its employees of earned wages and other compensation, including civil penalties, and have subjected Employee and/or others similarly situated or aggrieved employees to working conditions prohibited under California law based on the facts and theories described in greater detail below.

(1) **Failure to Pay Minimum Wages**

Pursuant to California Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 7-2001, § 4 or other applicable IWC Wage Orders, California has fixed minimum wage rates, has required employers in California to pay their employees no less than the minimum for all hours worked in the payroll period, has provided that minimum wages for employees fixed by the IWC or by state law, is the minimum wage to be paid to employees, and that payment of a lower wage than the minimum so fixed is unlawful.

Employee and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 7-2001, § 4 or other applicable IWC Wage Orders. Employer failed to pay Employee and/or other similarly situated and aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Employee and/or other similarly situated and aggrieved to work off-the-clock; requiring, suffering or permitting Employee and/or other similarly situated and aggrieved employees to work during their purportedly duty-free meal periods but not compensating them for this time; by failing to pay one hour of minimum wages in addition to the minimum wage for that workday when Employee and/or other similarly situated and aggrieved employees worked split shifts, illegally and inaccurately recording time worked by Employee and/or other similarly situated and aggrieved employees; failing to properly maintain Employee and/or other similarly situated and aggrieved employees’ records; failing to provide accurate itemized wage statements to Employee and/or other similarly situated and aggrieved employees for each pay period; and other methods to be discovered.

The Kick Law Firm, APC

LWDA, Mr. Farhad Ghadooshahy, Mr. Farzan Ghadooshahy, Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc. ("Employer")
Related LWDA Case, Case No. LWDA-CM-804755-20
Page 4 of 17

Employer's conduct violates §§ 1182.12, 1197, 1198 and IWC Wage Order No. 7-2001, § 4 or other applicable IWC Wage Orders because Employer has knowingly and willfully refused to perform their obligations to compensate Employee and/or other similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer has employed Employee and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(2) Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510, 1198 and IWC Wage Order No. 7-2001, § 3 or other applicable IWC Wage Orders, California has required employers to pay their employees at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

Employee and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510, 1198 and IWC Wage Order No. 7-2001 or other applicable IWC Wage Orders. Employer failed to compensate Employee and/or other similarly situated and aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay when required; requiring, suffering or permitting Employee and/or other similarly situated and aggrieved employees to work off-the-clock; requiring, suffering or permitting Employee and/or other similarly situated and aggrieved employees to work during their purportedly duty-free meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Employee and/or other similarly situated and aggrieved employees; failing to properly maintain Employee and/or other similarly situated and aggrieved employees' employment records through falsifying hours worked; failing to provide accurate itemized statements to Employee and/or other similarly situated and aggrieved employees for each pay period; and other methods to be discovered.

Employer's conduct violates Labor Code §§ 510 and 1194 and IWC Wage Order No. 7-2001, § 3 or other applicable IWC Wage Orders because Employer has refused to perform its obligations to compensate Employee and/or other similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer has employed Employee and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(3) Failure to Authorize and Permit Meal Periods

Pursuant to California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 7-2001, § 11 or other applicable IWC Wage Orders, California has prohibited employers from employing a person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the employer and the employee. California has also prohibited employers from employing a person for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. California has also required that unless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. Moreover, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the relevant IWC Wage Order, then the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

Employee and/or other similarly situated and aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 7-2001, § 11 or other applicable IWC Wage Orders. Employer failed to provide Employee and/or other similarly situated and aggrieved employees meal periods, or to pay one (1) additional hour of compensation at Employee and/or other similarly situated and aggrieved employees' regular rates of compensation for each workday that a meal period was not provided, as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to work past five (5) hours from the starts of their shifts before starting a meal period; requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to work past ten (10) hours from the starts of their shifts before starting a second meal period; requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to take on-duty meal periods of less than 30 minutes or

The Kick Law Firm, APC

LWDA, Mr. Farhad Ghadooshahy, Mr. Farzan Ghadooshahy, Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc. ("Employer")
Related LWDA Case, Case No. LWDA-CM-804755-20
Page 5 of 17

that were otherwise not duty-free inasmuch as Employer failed to relieve Employee and/or other similarly situated and aggrieved employees of all of their duties or maintained control over them during that time; failing to count all times that Employer failed to provide Employee and/or other similarly situated and aggrieved employees duty-free 30-minute meal periods as time worked for the purposes of minimum wage and overtime wage payments; failing to pay Employee and/or other similarly situated and aggrieved employees one (1) hour of pay at their regular rates of compensation for each workday that the meal period was not provided; and by other methods to be discovered.

Employer's conduct violates Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 7-2001, § 11 or other applicable IWC Wage Orders because Employer has knowingly and willfully refused to perform their obligations to compensate Employee and/or other similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer has employed Employee and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(4) Failure to Authorize and Permit Rest Periods

Pursuant to California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 7-2001, § 12 or other applicable IWC Wage Orders, California has required that employers shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, that the authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, that a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours, and that authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. California has also required that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of and IWC Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not authorized and permitted.

Employee and/or other similarly situated and aggrieved are current and former non-exempt employees entitled to the protections of California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 7-2001 or other applicable IWC Wage Orders. Employer failed to provide Employee and/or other similarly situated and aggrieved employees rest periods, or to pay one (1) additional hour of compensation at Employee and/or other similarly situated and aggrieved employees' regular rates of compensation for each workday that a rest period was not provided, as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to work past three and one-half (3 ½) hours from the starts of their shifts without authorizing and permitting them to take a timely and fully uninterrupted first rest period; requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to work past six (6) hours from the starts of their shifts without authorizing and permitting them to take a timely and fully uninterrupted second rest period; requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to work past ten (10) hours from the starts of their shifts without authorizing and permitting them to take a timely and fully uninterrupted third rest period; requiring, permitting or suffering Employee and/or other similarly situated and aggrieved employees to take rest periods of less than 10 minutes or that were otherwise not duty-free inasmuch as Employer failed to relieve Employee and/or other similarly situated and aggrieved employees of all of their duties or maintained control over them during that time; failing to pay Employee and/or other similarly situated and aggrieved employees one (1) hour of pay at their regular rates of compensation for each workday that a rest period was not authorized and permitted; and by other methods to be discovered.

Employer's conduct violates Labor Code §§ 226.7, 1198, and IWC Wage Order No. 7-2001, § 12 or other applicable IWC Wage Orders because Employer has refused to perform its obligations to compensate Employee and/or other similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer has employed Employee and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(5) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

Pursuant to California Labor Code §§ 2802(a), 1198, and IWC Wage Order No. 7-2001, § 9 or other applicable IWC Wage Orders, California requires has required that employers indemnify employees for all necessary expenditures or losses incurred by an employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

Employee and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 2802(a), 1198, and IWC Wage Order No. 7-2001,

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§ 9 or other applicable IWC Wage Orders. Employer knowingly and willfully failed to indemnify Employee and/or other similarly situated and aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Employer including, but not limited to, by failing to reimburse Employee and/or other similarly situated and aggrieved employees for expenses they incurred in complying with Employer's order for Employee and/or other similarly situated and aggrieved employees to work at locations other than their regular business or work locations but causing them to use their own monies to transport themselves to other work locations to perform such work without reimbursing them for fuel or mileage, and by other methods to be discovered.

Employer's conduct violates §§ 2802(a), 1198, and IWC Wage Order No. 7-2001, § 9 or other applicable IWC Wage Orders because Employer has knowingly and willfully refused to perform its obligations to indemnify Employee and/or other similarly situated and aggrieved for all monies they expended in necessary expenditures or losses incurred and because Employer has employed Employee and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(6) Failure to Furnish Accurate Itemized Wage Statements

Pursuant to California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 7-2001 or other applicable IWC Wage Orders, California has required that employers semimonthly or at the time of each payment of wages furnish each of its employees an accurate itemized wage statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, (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, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. California law has stated that an employee is deemed to suffer injury for purposes of Labor Code § 226(a) if the employer fails to provide accurate and complete information as required by any one or more of items of the foregoing nine (9) enumerated items and the employee cannot promptly and easily determine from the wage statement alone, *inter alia*, the amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to enumerated items (2) to (4), inclusive, (6), and (9).

Employee and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 7-2001, § 7 or other applicable IWC Wage Orders. Employer failed to provide Employee and/or other similarly situated and aggrieved employees accurate itemized wage statements as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to provide *accurate* writings showing each and every one of the nine (9) enumerated items required by Labor Code § 226(a) including as a result of the unrecorded and uncompensated off-the-clock minimum wage and overtime wage payments earned and due as alleged herein, the uncompensated meal period and rest period premium payments earned and due for each workday a meal period was not provided and each workday a rest break was not authorized and permitted as alleged herein, failing to itemize premium payments including payments for overtime, meal period, rest period and split shift premiums, failing to provide accurate writings enabling Employee and/or other similarly situated and aggrieved employees to promptly and easily determine from the wage statement alone their total hours worked, all deductions, the inclusive dates for which they were paid, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; failing to timely provide records Employer was required to keep under § 226(a) to Employee and/or other similarly situated and aggrieved employees in response to requests for such records; and by other methods to be discovered.

Employer's conduct violates §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 7-2001, § 7 or other applicable IWC Wage Orders because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other similarly situated and aggrieved with timely, accurate, and itemized wage statements and because Employer has employed Employee and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(7) Failure to Timely Pay All Wages Due to Discharged and Quitting Employees

Pursuant to California Labor Code §§ 201(a), 201.3, 202, and 203, California has required that employers pay their employees all wages earned and unpaid at the time of discharge, or if an employee quits, not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which

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case the employee is entitled to his or her wages at the time of quitting, and that if an employer willfully fails to timely pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but those penalty wages shall not continue for more than 30 days.

Employee and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 201(a), 201.3, 202, and 203. Employer failed to timely pay Employee and/or other similarly situated and aggrieved employees all wages due at the times they were discharged or at the times they quit under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay all earned wages to Employee and/or other similarly situated and aggrieved employees in full; failing to pay all earned wages to Employee and/or other similarly situated and aggrieved employees at the time Employer discharged them or within 72 hours of the times they quit; and by failing to pay Employee and/or other similarly situated and aggrieved employees' wages as penalties from the due dates thereof at the same rate until paid; and by other methods to be discovered.

Employer's conduct violates §§ 201, 201.3, 202 and 203 because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other similarly situated and aggrieved employees with timely and full payment of all wages earned and unpaid at the time of discharge or quitting.

(8) Engagement in Unlawful, Unfair or Fraudulent Business Acts or Practices

Pursuant to California Business and Professions Code §§ 17200, *et seq.*, also known as California's Unfair Competition Law ("UCL"), California has prohibited employers from engaging in unlawful, unfair or fraudulent business acts or practices, which may include an employer's violations of the California Labor Code sections, which prohibit employers from unlawfully withholding wages from an employee.³ Pursuant to § 17203, any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction to prevent the use or employment by any person of any practice which constitutes unfair competition, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. Furthermore, § 17203 provides that any person may pursue representative claims or relief on behalf of others only if the claimant meets the standing requirements of § 17204 and complies with Code of Civil Procedure § 382.

Employee and/or other similarly situated and aggrieved employees are current and former non-exempt employees who, along with members of the general public, are entitled to the protections of California Business and Professions Code §§ 17200, *et seq.* Employer knowingly and willfully engaged in unlawful, unfair or fraudulent business acts or practices including, but not limited to, by (1) willfully failing and refusing to pay Employee and/or other similarly situated and aggrieved employees minimum wages earned and due, (2) willfully failing and refusing to pay Employee and/or other similarly situated and aggrieved employees overtime wages earned and due, (3) willfully failing and refusing to provide Employee and/or other similarly situated and aggrieved employees meal periods or pay premium wages in lieu thereof, (4) willfully failing and refusing to provide Employee and/or other similarly situated and aggrieved employees rest periods or pay premium wages in lieu thereof, (5) willfully failing and refusing to indemnify Employee and/or other similarly situated and aggrieved employees for necessary business expenses, (6) willfully failing and refusing to furnish Employee and/or other similarly situated and aggrieved employees with accurate itemized wage statements, and (7) willfully failing and refusing to timely pay Employee and/or other similarly situated and aggrieved employees all wages due at time of discharge or quitting. Furthermore, Employer has failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations. As a result of Employer's unfair and unlawful business practices, Employer has reaped unfair and illegal profits at the expense of Employee and/or other similarly situated and aggrieved employees and members of the general public.

Employer's conduct violates California Business and Professions Code §§ 17200, *et seq.* because Employer has knowingly and willfully engaged in the foregoing Labor Code violations repeatedly, over a significant period of time, and in a systematic manner, to the detriment of Employee and/or other similarly situated and aggrieved employees and members of the general public.

³ *Cortez v. Purolator Air Filtration Products Co.* (2000) 23 Cal.4th 163, 177-178 (holding: "[w]e conclude that orders for payment of wages unlawfully withheld from an employee are also a restitutionary remedy authorized by section 17203. The employer has acquired the money to be paid by means of an unlawful practice that constitutes unfair competition as defined by section 17200. The employee is, quite obviously, a 'person in interest' (§ 17203) to whom that money may be restored.")

(9) Failures to Comply with Labor Code and IWC Wage Order No. 7-2001 Provisions Warranting PAGA Civil Penalties

Pursuant to California Labor Code §§ 2698 *et. seq.*, also known as PAGA, California has stated that notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in §§ 2699⁴ and 2699.3.⁵

Employee on behalf of Employee and/or other aggrieved employees incorporates the preceding paragraphs into Employee's allegations that follow, which give rise to Employer's liability for PAGA civil penalties.⁶

i. Underlying Violations of Labor Code § 201 (Failure to Timely Pay All Wages Due at Time of Discharge)

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

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 201(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to timely pay Employee and/or other aggrieved employees all wages due at the times they were discharged.

Employer's conduct violates Labor Code § 201(a) because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned and unpaid at the time of discharge, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

ii. Underlying Violations of Labor Code § 201.3 (Failure to Timely Pay All Wages Due at Time of Discharge to a Temporary Services Employee During Employment and at Time of Discharge)

Labor Code § 201.3(b)(1)(A) provides: "Except as provided in paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision."

⁴ Pursuant to Labor Code § 2699 subdivision (a), California has stated: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

⁵ Pursuant to Labor Code § 2699.5, California has stated: "The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.4, 6310, 6311, and 6399.7."

⁶ An employee affected by at least one labor code violation may pursue penalties on behalf of the state for unrelated violations by the same employer. (*Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.)

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Labor Code § 201.3(b)(2) provides: “(2) If an employee of a temporary services employer is assigned to work for a client on a day-to-day basis, that employee’s wages are due and payable at the end of each day, regardless of when the assignment ends, if each of the following occurs: [¶] (A) The employee reports to or assembles at the office of the temporary services employer or other location. [¶] (B) The employee is dispatched to a client’s worksite each day and returns to or reports to the office of the temporary services employer or other location upon completion of the assignment. [¶] (C) The employee’s work is not executive, administrative, or professional, as defined in the wage orders of the Industrial Welfare Commission, and is not clerical.”

Labor Code § 201.3(b)(5) provides: “If an employee of a temporary services employer is assigned to work for a client and quits his or her employment with the temporary services employer, wages are due and payable as provided in Section 202.”

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 201.3. As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to timely pay Employee and/or other aggrieved employees all wages due during their employment and at the times they were discharged.

Employer’s conduct violates Labor Code § 201.3 because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned throughout their respective periods of employment, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.⁷

iii. Underlying Violations of Labor Code § 202 (Failure to Timely Pay All Wages Due at Time of Quitting or Within 72 Hours Thereof)

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

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 202(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to timely pay Employee and/or other aggrieved employees all wages due at the times they quit.

Employer’s conduct violates Labor Code § 202(a) because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned and unpaid at the time of quitting, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.⁸

⁷ Labor Code § 210 provides: “(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. [¶] (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. [¶] (b) The penalty shall be recovered by the Labor Commissioner as part of a hearing held to recover unpaid wages and penalties pursuant to this chapter or in an independent civil action. The action shall be brought in the name of the people of the State of California and the Labor Commissioner and the attorneys thereof may proceed and act for and on behalf of the people in bringing these actions. Twelve and one-half percent of the penalty recovered shall be paid into a fund within the Labor and Workforce Development Agency dedicated to educating employers about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the General Fund.”

⁸ Labor Code § 210 provides: “(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. [¶] (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. [¶] (b) The penalty shall be recovered by the Labor Commissioner as part of a hearing held to recover unpaid wages and penalties pursuant to this chapter or in an independent civil action. The action shall be brought in the name of the people of the State of California and the

iv. Underlying Violations of Labor Code § 203 (Failure to Pay Wages of the Employee as Continuing Penalty Up to 30 Days After Discharge or Quitting)

Labor Code § 203(a) provides, in part: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 203(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed perform its obligations to timely pay Employee and/or other aggrieved employees all final wages and the corresponding penalties that are still due as a result owed at their same respective rates of pay, for up to 30 days.

Employer's conduct violates Labor Code § 203(a) because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all continuing wages as penalties, sometimes called "waiting time penalty" wages, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.⁹

v. Underlying Violations of Labor Code § 204 (Failure to Timely Pay All Wages Due During Employment)

Labor Code § 204(a) provides, in part: "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 204(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to timely pay Employee and/or other aggrieved employees all wages due throughout their respective periods of employment including on days that Employer designated in advance as the regular paydays.

Employer's conduct violates Labor Code § 204(a) because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with timely and full payment of all wages earned throughout their respective periods of employment, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.¹⁰

Labor Commissioner and the attorneys thereof may proceed and act for and on behalf of the people in bringing these actions. Twelve and one-half percent of the penalty recovered shall be paid into a fund within the Labor and Workforce Development Agency dedicated to educating employers about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the General Fund."

⁹ Labor Code § 210 provides: "(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. [¶] (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. [¶] (b) The penalty shall be recovered by the Labor Commissioner as part of a hearing held to recover unpaid wages and penalties pursuant to this chapter or in an independent civil action. The action shall be brought in the name of the people of the State of California and the Labor Commissioner and the attorneys thereof may proceed and act for and on behalf of the people in bringing these actions. Twelve and one-half percent of the penalty recovered shall be paid into a fund within the Labor and Workforce Development Agency dedicated to educating employers about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the General Fund."

¹⁰ Labor Code § 210 provides: "(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: [¶] (1) For any

vi. Underlying Violations of Labor Code § 226 (Failure to Furnish Accurate Itemized Wage Statements and to Maintain and Timely Provide Accurate Employment Records)

In addition to requiring employers to provide employees with accurate itemized wage statements, discussed above, Labor Code § 226(a) provides, in part: "The deductions made from payment 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 and the 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. For purposes of this subdivision, "copy" includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision."¹¹

Labor Code § 226(b) provides: "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 receive a copy of records pertaining to their employment, upon reasonable request to the employer. The employer may take reasonable steps to ensure 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."

Labor Code § 226(c) provides: "An employer who receives a written or oral request to inspect or receive a copy of 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. Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative defense for an employer in any action alleging a violation of this subdivision. An employer may designate the person to whom a request under this subdivision will be made."¹²

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 226. As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to provide Employee and/or other aggrieved employees accurate itemized wage statements and failed to create and maintain accurate records, as required under Labor Code § 226(a). Employee is further informed and believes that Employer failed to provide Employee and/or other aggrieved employees copies of their employment records upon their oral and written requests as soon as practicable, but no later than 21 calendar days from the date of the request, as required under Labor Code § 226(b) and (c).

Employer's conduct violates Labor Code § 226 because Employer has knowingly and willfully refused to perform its obligations to provide Employee and/or other aggrieved employees with accurate itemized wage statements, to maintain accurate employment records, and to timely and fully comply with written or oral requests for inspection or receipts of copies of employment records, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

initial violation, one hundred dollars (\$100) for each failure to pay each employee. [¶] (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. [¶] (b) The penalty shall be recovered by the Labor Commissioner as part of a hearing held to recover unpaid wages and penalties pursuant to this chapter or in an independent civil action. The action shall be brought in the name of the people of the State of California and the Labor Commissioner and the attorneys thereof may proceed and act for and on behalf of the people in bringing these actions. Twelve and one-half percent of the penalty recovered shall be paid into a fund within the Labor and Workforce Development Agency dedicated to educating employers about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the General Fund."

¹¹ Labor Code § 226.3 provides: "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake."

¹² Labor Code § 226(f) provides: "A failure by an employer to permit a current or former employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer."

vii. Underlying Violations of Labor Code § 226.7 (Failure to Timely Pay All Meal Period and Rest Period Wages Due During Employment)

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

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 226.7(c). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to provide Employee and/or other aggrieved employees one (1) hour of pay at their regular rates of compensation for each workday that a meal period was not provided and for each workday that a rest period was not authorized or permitted.

Employer’s conduct violates Labor Code § 226.7(c) because Employer has knowingly and willfully refused to perform its obligations to compensate Employee and/or other aggrieved employees for all wages earned and all hours worked, which entitle the State of California, Employee and other aggrieved employees to PAGA civil penalties.

viii. Underlying Violations of Labor Code § 510 (Failure to Pay All Overtime Wages Due)

Labor Code § 510(a) provides, in part: “Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 510(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to pay Employee and/or other aggrieved employees for all overtime hours worked.

Employer’s conduct violates Labor Code § 510 because Employer has refused to perform its obligations to compensate Employee and/or other aggrieved employees for all wages earned and all hours worked, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.¹³

ix. Underlying Violations of Labor Code § 512 (Failure to Provide Timely First and Second Meal Periods)

Labor Code § 512(a) provides: “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 512(a). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to provide Employee and/or other aggrieved employees timely, uninterrupted, and duty-free first and second meal periods during their shifts.

¹³ California Labor Code § 558(a) and subparagraphs (1) and (2) provide “(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. [¶] (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

The Kick Law Firm, APC

LWDA, Mr. Farhad Ghadooshahy, Mr. Farzan Ghadooshahy, Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc. ("Employer")
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Employer's conduct violates Labor Code § 512 because Employer has refused to perform its obligations to provide Employee and/or other aggrieved employees timely, uninterrupted, and duty-free first and second meal periods during their shifts, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.¹⁴

x. Underlying Violations of Labor Code § 1102.5 (Retaliation for Disclosing Information Reasonably Believed to be a Violation of State or Federal Law)

Labor Code § 1102.5(a) provides: "An employer, or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties."

Labor Code § 1102.5(b) provides: "An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties."

Labor Code § 1102.5(c) provides: "An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation."

Labor Code § 1102.5(d) provides: "An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for having exercised his or her rights under subdivision (a), (b), or (c) in any former employment."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1102.5. Employee is informed and believes that Employer adopted and/or enforced rules, regulations or policies designed to prevent or retaliate against Employee and/or other aggrieved employees from disclosing violations of, or participating in investigations, hearings, or inquiries concerning, Employer's violation of California wage and hour laws as alleged herein or other workplace conditions and/or occurrences including complaints about Employer's failure to reimburse or indemnify for expenditures incurred or suffered by Employee and/or other aggrieved employees.

Employer's conduct violates Labor Code § 1102.5 because Employer has refused to perform its obligations to refrain from adopting or enforcing rules designed to prevent disclosure of California wage and hour violations and/or retaliating against employees to made such disclosures, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.¹⁵

xi. Underlying Violations of Labor Code § 1174(d) (Failure to Keep Accurate Payroll Records in a Central Location in California)

Labor Code § 1174 and subdivision (d) provide: "Every person employing labor in this state shall: [¶] . . . (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed,

¹⁴ California Labor Code § 558(a) and subparagraphs (1) and (2) provide "(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. [¶] (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages."

¹⁵ California Labor Code § 1102.5(f) provides: "(f) In addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section."

payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1174(d). As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to keep Employee and/or other aggrieved employees' accurate payroll records including the hours they worked daily.

Employer's conduct violates Labor Code § 1174(d) because Employer has refused to perform its obligations to keep accurate payroll records, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.¹⁶

xii. Underlying Violations of Labor Code § 1197 (Failure to Pay All Minimum Wages Including Split Shift Wages)

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

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1197. As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to pay Employee and/or other aggrieved employees for all hours worked, including hours entitling them to minimum wages including one hour of minimum wages in addition to the minimum wage for that workday when Employee and and/or other aggrieved employees worked split shifts as required under IWC Wage Order No. 7-2001, § 4 (minimum wages) or the applicable IWC Wage Orders.

Employer's conduct violates Labor Code § 1197 because Employer has refused to perform its obligations to compensate Employee and/or other aggrieved employees for all wages earned and all hours worked, including hours entitling them to minimum wages, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.¹⁷

xiii. Underlying Violations of Labor Code § 1198.5 (Failure to Provide Right to Inspect or Receive a Copy of Personnel Records)

Labor Code § 1198.5(a) provides: "(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee."

¹⁶ California Labor Code § 1174.5 provides "Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500)."

¹⁷ California Labor Code § 1197.1(a) and subparagraphs (1) to (3) provide: "(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: [¶] (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. [¶] (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. [¶] (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee."

Labor Code § 1198.5(b)(1) provides: "(b) (1) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Except as provided in paragraph (2) of subdivision (c), the employer is not required to make those personnel records or a copy thereof available at a time when the employee is actually required to render service to the employer, if the requester is the employee."

Labor Code § 1198.5(b)(2) provides: "(2) (A) For purposes of this section, a request to inspect or receive a copy of personnel records shall be made in either of the following ways: [¶] (i) Written and submitted by the current or former employee or his or her representative. [¶] (ii) Written and submitted by the current or former employee or his or her representative by completing an employer-provided form. [¶] (B) An employer-provided form shall be made available to the employee or his or her representative upon verbal request to the employee's supervisor or, if known to the employee or his or her representative at the time of the request, to the individual the employer designates under this section to receive a verbal request for the form."

Labor Code § 1198.5(c)(1) and (2) provide: "(c) The employer shall do all of the following: [¶] (1) With regard to all employees, maintain a copy of each employee's personnel records for a period of not less than three years after termination of employment. [¶] (2) With regard to current employees, make a current employee's personnel records available for inspection, and, if requested by the employee or his or her representative, provide a copy thereof, at the place where the employee reports to work, or at another location agreeable to the employer and the requester. If the employee is required to inspect or receive a copy at a location other than the place where he or she reports to work, no loss of compensation to the employee is permitted."

Labor Code § 1198.5(c)(3)(A) and (B) provide: "(3) (A) With regard to former employees, make a former employee's personnel records available for inspection, and, if requested by the employee or his or her representative, provide a copy thereof, at the location where the employer stores the records, unless the parties mutually agree in writing to a different location. A former employee may receive a copy by mail if he or she reimburses the employer for actual postal expenses. [¶] (B) (i) Notwithstanding subparagraph (A), if a former employee seeking to inspect his or her personnel records was terminated for a violation of law, or an employment-related policy, involving harassment or workplace violence, the employer may comply with the request by doing one of the following: [¶] (I) Making the personnel records available to the former employee for inspection at a location other than the workplace that is within a reasonable driving distance of the former employee's residence. [¶] (II) Providing a copy of the personnel records by mail. [¶] (ii) Nothing in this subparagraph shall limit a former employee's right to receive a copy of his or her personnel records."

Labor Code § 1198.5(d) to (g) provide: "(d) An employer is required to comply with only one request per year by a former employee to inspect or receive a copy of his or her personnel records. [¶] (e) The employer may take reasonable steps to verify the identity of a current or former employee or his or her authorized representative. For purposes of this section, "representative" means a person authorized in writing by the employee to inspect, or receive a copy of, his or her personnel records. [¶] (f) The employer may designate the person to whom a request is made. [¶] (g) Prior to making records specified in subdivision (a) available for inspection or providing a copy of those records, the employer may redact the name of any nonsupervisory employee contained therein."

Labor Code § 1198.5(h) provides: "(h) The requirements of this section do not apply to: [¶] (1) Records relating to the investigation of a possible criminal offense. [¶] (2) Letters of reference. [¶] (3) Ratings, reports, or records that were: [¶] (A) Obtained prior to the employee's employment. [¶] (B) Prepared by identifiable examination committee members. [¶] (C) Obtained in connection with a promotional examination. [¶] (4) Employees who are subject to the Public Safety Officers Procedural Bill of Rights (Chapter 9.7 (commencing with Section 3300) of Division 4 of Title 1 of the Government Code). [¶] (5) Employees of agencies subject to the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code)."

Labor Code § 1198.5(i) and (j) provide: "(i) If a public agency has established an independent employee relations board or commission, an employee shall first seek relief regarding any matter or dispute relating to this section from that board or commission before pursuing any available judicial remedy. [¶] (j) In enacting this section,

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LWDA, Mr. Farhad Ghadooshahy, Mr. Farzan Ghadooshahy, Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc. ("Employer")
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it is the intent of the Legislature to establish minimum standards for the inspection and the receipt of a copy of personnel records by employees. Nothing in this section shall be construed to prevent the establishment of additional rules for the inspection and the receipt of a copy of personnel records that are established as the result of agreements between an employer and a recognized employee organization."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1198.5. As stated above, and for the reasons set forth above, Employee is informed and believes that Employer failed to provide Employee and/or other aggrieved employees the right to inspect or receive copies of their personnel records within 30 calendar days in response to their oral and written requests, as required under Labor Code § 1198.5(b)(1).

Employer's conduct violates Labor Code § 1198.5 because Employer has refused to perform its obligations, which the Legislature established as minimum standards for the inspection and the receipt of a copy of personnel records by current and former employees, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.¹⁸

xiv. Underlying Violations of Labor Code § 2802 (Failure to Indemnify Employees)

Labor Code § 2802(a) provides: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Employee and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 2802. As stated above, and for the reasons set forth above, Employee is informed and believes that knowingly and willfully failed to indemnify Employee and/or aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties.

Employer's conduct violates Labor Code § 2802 because Employer has refused to perform its obligations to indemnify Employee and/or other aggrieved for all monies they expended in necessary expenditures or losses incurred, which entitles the State of California, Employee and other aggrieved employees to PAGA civil penalties.

* * *

This notice shall further represent Employee's reasonable attempt to settle Employee's dispute with Employer prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, this notice serves to apprise Employer of Employee's aforementioned grievances and the proposed remedies as detailed below, while affording Employer reasonable opportunity to meet Employee's demands.

Demand is hereby made that Employer shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Employer shall pay Employee and all other similarly-situated persons employed by Employer at any time during the past 48 months back pay and compensation for the above-referenced violations.
2. Employer shall comply with all California labor laws and ensure that its/their non-exempt employees are paid proper overtime compensation and given required meal and rest periods.
3. Employer shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of minimum wage hours that were not paid, the number of overtime wage hours that were not paid, the number of meal periods which were not provided, the number of rest periods which were not authorized and permitted, and the number of employees who were required to pay for wear requirements, personal cellular phone use, and mileage or personal vehicle use requirements or other expenditures in the discharge of their duties, the number of employees who were not paid all wages due at time of discharge or quitting, with the investigation to be completed within 60 days.
4. Employer shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Employer also shall pay each employee

¹⁸ California Labor Code § 1198.5(k) provides: "(k) If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer."

The Kick Law Firm, APC

LWDA, Mr. Farhad Ghadooshahy, Mr. Farzan Ghadooshahy, Pacific Investment & Management, Inc.,
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one hour of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. Employer shall reimburse those employees who were forced to pay for any business expenses incurred for Employer's benefit, as well as those items employees were compelled and coerced to purchase from Employer or other persons in relation to their employment.

6. Employer shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

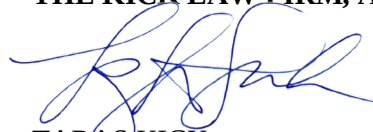
7. Employer shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Employer shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq.* including, but not limited to, penalties under Labor Code §§ 210, 226(f), 226.3, 558(a), 1102.5(f), 1174.5, 1197.1, and 2699 and Wage Order No. 7-2001, § 20.

If the Department of Industrial Relations including the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, then please notify this office of that decision by certified mail addressed to The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, California 90049. Additionally, please advise us if the Agency or Employer require additional information regarding Employee's complaints.

Thank you for your prompt attention to this matter.

Very truly yours,
THE KICK LAW FIRM, APC

A handwritten signature in blue ink, appearing to read 'Roy K. Suh', is written over a horizontal line.

TARAS KICK
ROY K. SUH
JEFFREY C. BILS

Attorneys for DANA MILES and Plaintiff KENTOYA
MITCHELL in LWDA Case No. LWDA-CM-804755-20

Encl. 7/15/21 Draft *Mitchell* FAC

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 815 Moraga Drive, Los Angeles, California 90049. On July 16, 2021, I served the following document or documents:

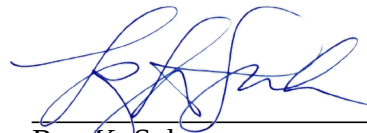
1. DANA MILES'S NOTICE PURSUANT TO CALIFORNIA LABOR CODE § 2699.3

☒ **By electronic service (via electronic filing service provider).** I caused the documents to be electronically transmitted to Case Anywhere, an electronic filing and service provider, at <https://secure.caseanywhere.com/> in keeping with the Court's electronic service order, which provided an option to electronically serve the persons listed below. The transmission was either reported as being sent, complete and without error, or I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful, to the addressees as stated below.

☒ **By e-mail or electronic transmission.** Based on an agreement of the parties to accept service by e-mail transmission or a request that the party or parties, who have appeared and are represented by counsel identified below I caused the documents to be sent to the person(s) at the address(es) at the e-mail address(es) listed below in keeping with California Rules of Court, Appendix I (Emergency Rules Related to COVID-19), Emergency rule 12 (Electronic service). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Martin R. Fox (SBN 155783) mfox@bleaufox.com Megan A. Childress (SBN 266926) mchildress@bleaufox.com Elizabeth M. Martin (SBN 316968) emartin@bleaufox.com BLEAU FOX, APLC 2801 West Empire Avenue Burbank, California 91504-3214 Telephone: (818) 748-3434 Facsimile: (818) 748-3436	Attorneys for Defendants PACIFIC INVESTMENT & MANAGEMENT, INC., PREMIER INVESTORS GROUP, INC., and LINCOLN PETROLEUM INC.
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 16, 2021.



Roy K. Suh