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Attorneys for Plaintiff,
JONATHON GORDON, and all others similarly situated
(Additional Attorney for Plaintiff on Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO
(UNLIMITED JURISDICTION)

JONATHON GORDON on behalf of himself
and all others similarly situated, and as an
“aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorney General Act of 2004,

Plaintiff(s),

vs.

SAYEH PETROLEUM, INC., a California
corporation; HEDIA PETROLEUM, INC., a
California corporation; HADAD
ENTERPRISE, INC., a California corporation;
HADAD PETROLEUM, INC., a California
corporation; BAY AREA AUTO CARE, INC.,
a California corporation; HOUTAN
PETROLEUM, INC. a California corporation;
GREEN PLANET GAS, INC., a California
corporation; ALI BOZORGHADAD (also
known as ED BOZORGHADAD also known as
ED HADAD), an individual; and DOES 1-50,
inclusive,

Defendant(s).

Case No.:

CLASS ACTION

COMPLAINT FOR

1. Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and 1198);
2. Failure to Pay All Wages for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 221, 510, 1194, 1197, and 1198);
3. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code § 226);
5. Waiting Time Penalties (Lab. Code §§ 201-203); and
6. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*); and
7. Civil Penalties (Lab. Code §§ 2698, *et seq.*)

JURY TRIAL DEMANDED



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ADDITIONAL ATTORNEY FOR PLAINTIFF

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1 Plaintiff JONATHON GORDON (hereafter “Plaintiff”), hereby submits his complaint
2 against defendants SAYEH PETROLEUM, INC., a California corporation; HEDIA
3 PETROLEUM, INC., a California corporation; HADAD ENTERPRISE, INC., a California
4 corporation; HADAD PETROLEUM, INC., a California corporation; BAY AREA AUTO
5 CARE, INC., a California corporation; HOUTAN PETROLEUM, INC. a California corporation;
6 GREEN PLANET GAS, INC., a California Corporation; ALI BOZORGHADAD (also known as
7 ED BOZORGHADAD also known as ED HADAD), an individual; and DOES 1 through 50,
8 inclusive (collectively “Defendants”) on behalf of himself and all others similarly situated and/or
9 aggrieved current and former employees of Defendants for penalties and/or damages for
10 violations of the California Labor Code as follows:.

11 **INTRODUCTION**

12 1. Plaintiff brings this class and representative action based on alleged violations of
13 the California Labor Code, Industrial Welfare Commission Order No. 7-2001 (hereafter “the
14 Wage Order”) and the Business and Professions Code.

15 2. Plaintiff brings this action on behalf of all individuals currently and formerly
16 employed as non-exempt hourly gas station cashier employees and employees in similar
17 positions, at any time during the period beginning four years prior to the filing of this action and
18 ending on the date that final judgment is entered in this action (hereinafter referred to as “similarly
19 situated employees”).

20 3. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
21 him and other similarly situated current and former employees who worked in California for
22 unpaid wages, civil penalties, and other related relief. These claims are based on Defendants’
23 alleged failures to (1) provide all rest and meal periods, (2) compensate for all hours worked at
24 the correct rates of pay; (3) indemnify for reasonable expenses incurred performing their duties,
25 (4) provide accurate written wage statements, (5) timely pay wages upon termination of
26 employment, and (6) fairly compete. Accordingly, Plaintiff now seeks to recover unpaid wages,
27 civil penalties, and related relief through this representative and class action.

28 **JURISDICTION AND VENUE**

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2).

5. This Court has jurisdiction over Plaintiff’s and Class Members’ claims for unpaid
overtime wages under Labor Code §§ 201, 202, 203, 226, 226.7, 510, 1194, 1197, and 1198.



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15. Defendant GREEN PLANET GAS, INC., is a corporation organized and existing under the laws of California based on Plaintiff's information and belief. At all relevant times, Defendant was and is doing business in San Francisco, California.

16. Defendant ALI BOZORGHADAD (also known as ED BOZORGHADAD also known as ED HADAD) is a natural person and resident of California. At all relevant times, Defendant was and is doing business in San Francisco, California.

17. Plaintiff is ignorant of the true names, capacities, relationships, and extents of participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend the Complaint to allege the true names and capacities of the DOE defendants when ascertained.

18. Plaintiff is informed and believes and thereon alleges that, at all relevant times herein, all Defendants were the agents, employees and/or servants, masters or employers of the remaining Defendants, and in doing the things hereinafter alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other Defendants.

19. At all relevant times, in perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack of a practice which resulted in Defendants not paying Plaintiff and the Class in accordance with applicable California labor laws as alleged herein.

20. Plaintiff is informed and believes and thereon alleges that each and every one of the acts and omissions alleged herein were performed by, and/or are attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment, and/or direction and control.

CLASS ACTION ALLEGATIONS

21. This action has been brought and may be maintained as a class action pursuant to California Code of Civil Procedure § 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable class defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.



22. **Class Definition:** The Class is defined as follows: all persons Defendants employed in California as non-exempt, hourly employees, including but not limited to gas station cashiers, clerks, and persons in comparable positions, at any time during the period beginning four years prior to the filing of this action and ending on the date that final judgment is rendered in this action.

23. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definition with greater specificity, by further division into subclasses and/or by limitation to particular issues.

24. **Numerosity:** The Class is so numerous that the joinder of each individual class member is impractical. While Plaintiff does not currently know the exact number of the Class, Plaintiff is informed and believes that the actual number exceeds the minimum required for numerosity under California law.

25. **Commonality and Predominance:** Common questions of law and fact exist as to all class members and predominate over any questions which affect only individual class members. These questions include, but are not limited to:

A. Whether Defendants failed to provide the Class with all rest periods as required by section 11 of the Wage Order;

B. Whether Defendants failed to provide the Class with all off-duty meal periods as required by section 12 of the Wage Order;

C. Whether Defendants failed to compensate the Class Members at one hour's pay on days when Defendants failed to provide them with one or more meal periods in a workday.

D. Whether Defendants failed to compensate the Class Members at one hour's pay on days when Defendants failed to provide them with one or more off-duty meal periods in a workday;

E. Whether Defendants failed to pay all wages earned to Class Members for all hours worked at the correct rates of pay;

F. Whether Defendants failed to indemnify the Class Members for the reasonable expenses they incurred during the course of performing their duties;

G. Whether Defendants knowingly and intentionally failed to provide the Class Members with accurate and complete wage statements;

H. Whether Defendants knew or should have known that Class Members



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regularly worked over 40 hours per week and/or eight hours per day;

I. Whether Defendants failed to pay Class Members overtime wages for time worked in excess of 40 hours per week and/or eight hours per day;

J. Whether Defendants failed to timely pay final wages upon termination of the Class Members' employment;

K. Whether Defendants engaged in unfair competition within the meaning of Business and Professions Code §§ 17200, *et seq.*, with respect to the Class;

L. Whether the Class Members are entitled to restitution of money or property that Defendants may have acquired from them through alleged Labor Code violations;

M. Whether the Class Members are entitled to prejudgment interest; and

N. Are the Class Members entitled to attorneys' fees?

26. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims. Plaintiff is informed and believes and thereon alleges that Defendants have a policy, practice, or a lack of a policy which resulted in Defendants failing to comply with the California Labor Code and the Business and Professions Code as alleged herein.

27. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent class. Plaintiff is dedicated to vigorously prosecuting this action on behalf of the Class. Plaintiff will fairly and adequately represent and protect the interests of the Class.

28. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and the absent Class.

29. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of class' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the



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1 potential for inconsistent or contradictory judgments inherent in individual litigation.

2 30. On approximately July 6, 2020, Defendants first employed Plaintiff and the Class
3 Members to work in California as a gas station cashier at two of Defendants' stations located at
4 1200 La Playa Street in San Francisco, California and 1400 19th Avenue, San Francisco, CA.
5 Plaintiff worked three days in each location for the first three months of his employment with
6 Defendants. Between both locations, Plaintiff worked for Defendants approximately 52 hours
7 per week. Thereafter, Plaintiff was working at Defendants' gas stations as a cashier only at the
8 1400 19th Avenue, San Francisco, CA location. Defendant did not schedule Plaintiff to work after
9 April 18, 2021 and April 18, 2021 was the final date he performed work for Defendants. At all
10 relevant times, the position of gas station cashier was an hourly, nonexempt position. Defendants
11 did not issue Plaintiff his final wages via direct deposit until April 23, 2021.

12 31. Pursuant to Defendants policies at all relevant times, Monday at midnight was the
13 beginning of the work week for Plaintiff and the Class Members and Sunday at 11:59 p.m. was
14 the end. Defendants never paid Plaintiff overtime or double time for any of these hours. Plaintiff
15 and the Class Members earned their wages at an hourly rate and provided them with paychecks
16 on a bi-weekly basis. At relevant times, Plaintiff and the Class Members worked shifts in excess
17 of eight hours, worked between five and seven days in a workweek, and also worked over 40
18 hours in a workweek. Plaintiff also worked more than 12 hours in a day. Plaintiff also worked
19 more than eight hours a day on the seventh workday in the same work week on several occasions.
20 Plaintiff is informed and believes that the Class Members were also denied overtime and double
21 time wage payments. At all relevant times, as a result of their staffing choices, Defendants failed
22 to provide Plaintiff and the Class with an off-duty, 30-minute meal period before the end of the
23 fifth hour worked. Defendants typically scheduled Plaintiff and the Class members to work shifts
24 alone. Perhaps as a result of this understaffing, Defendants as a matter of policy and practice
25 prohibited Plaintiff and the Class from taking off-duty meal periods. On information and belief,
26 neither Plaintiff nor the Class entered into valid written on-duty meal period agreements with
27 Defendants.

28 32. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
Class to take a ten-minute, paid, duty-free rest break every four hours worked or major fraction
thereof. As a result of their inadequate staffing (discussed above), Defendants failed to provide
duty-free rest periods to Plaintiff and the Class. Defendants prohibited Plaintiff and the Class
Members from leaving their worksite for rest breaks. Defendants have not requested an



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1 exemption from California's rest period law from the Division of Labor Standards Enforcement.
2 Defendants prohibited Plaintiff and the class members from leaving the Defendants' worksites
3 for rest breaks. Therefore, Plaintiff and the Class never got any rest breaks.

4 33. Defendants failed to pay premium wages for days on which they failed to provide
5 Plaintiff and the Class with all timely meal and rest periods. Defendants further required Plaintiff
6 and the Class to incur certain business expenses in the course of performing their duties, including
7 the use of a personal mobile telephone to communicate with Defendants.

8 34. At all relevant times, Defendants failed to compensate Plaintiff and the
9 ClasMembers for all hours worked by requiring them to continue working after clocking out at
10 the end of their scheduled shifts. Defendants instructed Plaintiff and the Class to clock out after
11 exactly eight hours of work. Defendants directed Plaintiff and the Class to thereafter perform
12 additional tasks while clocked out, including cleaning the store, reviewing inventory, and locking
13 up. These tasks would take approximately 20 to 30 minutes to complete.

14 35. Defendants required Plaintiff and the Class to work in excess of eight hours in one
15 workday and forty hours in one workweek without compensating them for such time worked at
16 the overtime rates required by California law. Defendants failed to pay one and one half times (1
17 ½ x) the hourly rates of pay of Plaintiff and the Class by failing to pay for the off-the-clock work
18 Plaintiff and the Class performed.

19 36. Further, Defendants failed to pay Plaintiff and the Class for all hours worked by
20 rounding down their work times. In the instances in which Plaintiff and the Class recorded more
21 than eight hours in a given workday, Defendants edited their time records to state that Plaintiff
22 and the Class had only worked eight or fewer hours. As a result, Defendants failed to compensate
23 Plaintiff and the Class for the additional time that Defendants removed from their time records.
24 Because Plaintiff and the Class Members worked in excess of the periods of eight hours or less
25 that Defendants limited their recorded work hours to, Defendants failed to pay them overtime
26 premium pay for all of the work Plaintiff and the Class recorded.

27 37. Defendants knowingly and intentionally failed to maintain accurate written
28 employee records pertaining to Plaintiff and the Class, including accurate wage statements
itemizing each Class Member's gross wages earned, net wages earned, total hours worked,
corresponding number of hours worked at each rate by the Class Member, and other requirements
of California Labor Code § 226. Defendants knowingly and intentionally failed to state the earned
but unpaid wages discussed above on the wage statements Defendants issued to Plaintiff and the



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Class Members.

38. At all relevant times, upon resignation or termination, Defendants failed to pay final wages in a timely manner as a result of their failure to pay employees for all work performed off-the-clock. Defendants willfully failed and refused to pay timely compensation and wages, including, but not limited to, regular time and overtime wages for off the clock work performed before the beginning of their shifts, during meal periods, and after clocking out at the end of their shifts. Further, Defendants failed to timely pay Plaintiff upon terminating his employment. Defendants terminated Plaintiff's employment on April 18, 2021. However, Defendants failed to issue Plaintiff his final paycheck via direct deposit until approximately on April 23, 2021.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS AND MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff and the Class against all Defendants)

39. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

40. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512, and 1198, and the Wage Order.

41. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

42. In relevant part, California Labor Code § 512 states:

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.



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1 43. In relevant part, Section 12 of the Wage Order states:

2 **Rest Periods**

3 (c) “Every employer shall authorize
4 and permit all employees to take
5 rest periods, which insofar as
6 practicable shall be in the middle
7 of each work period. The
8 authorized rest period time shall
9 be based on the total hours
10 worked daily at the rate of ten
11 (10) minutes net rest time per
12 four (4) hours or major fraction
13 thereof. However, a rest period
14 need not be authorized for
15 employees whose total daily
16 work time is less than three and
17 one-half (3 ½) hours. Authorized
18 rest period time shall be counted
19 as hours worked for which there
20 shall be no deduction from
21 wages.”

22 (B) If an employer fails to provide an employee a rest period in
23 accordance with the applicable provisions of this Order, the
24 employer shall pay the employee one (1) hour of pay at the
25 employee’s regular rate of compensation for each work day that
26 the rest period is not provided.”

27 44. In relevant part, Section 11 of the Wage Order states:

28 **Meal Periods**

 (d) “No employer shall employ any
 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
 employee and the employee.
 Unless the employee is relieved
 of all duty during a 30 minute
 meal period, the meal period
 shall be considered an ‘on duty’



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meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.”

45. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant 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.

(c) If an employer fails to provide an employee a meal period or rest 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 work day that the meal or rest period is not provided.

46. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day they worked over five hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

47. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.



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48. Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty-free meal periods and 10-minute duty-free rest periods in accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing the Class with all off-duty meal periods and rest breaks required by California law. Defendants scheduled Plaintiff and the other Class Members to work their shifts alone and prohibited them from leaving the worksites.

49. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid the full amount of wages earned during each pay period during the applicable limitations period.

50. By reason of the above, pursuant to California Labor Code section 226.7, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more off-duty meal periods were not provided to them, and for workdays in which one or more off-duty rest breaks were not provided to them.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED

(Lab. Code §§ 221, 510, 1194, 1197, and 1198)

51. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

52. At all relevant times, Plaintiff and the Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code § 510, 1194, 1197, 1198, and the Wage Order.

53. Section 2 of the Wage Order defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

54. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the



workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

55. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

56. Labor Code section 510 states:

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. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

57. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

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1 58. California Labor Code § 1197 makes it unlawful for an employer to pay an
2 employee less than the minimum wage required under the applicable Wage Order for all hours
3 worked during a payroll period.

4 59. California Labor Code § 1198 makes it unlawful for an employer to employ an
5 employee under conditions that violate the Wage Order.

6 60. In conjunction, these provisions of the California Labor Code require employers
7 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
8 for all hours worked, including unrecorded hours when the employer knew or reasonably should
9 have known that employees were working during those hours. (See *Morillion v. Royal Packing*
10 *Co.* (2000) 22 Cal.4th 575, 585.)

11 61. Under Labor Code § 221, “It shall be unlawful for any employer to collect or
12 receive from an employee any part of wages theretofore paid by said employer to said employee.”
13 Defendants deducted wages from Plaintiff’s wages and from the wages of all of the other
14 aggrieved employees for hours spent working or in on-duty meal periods and the purchase and
15 maintenance of their uniform polo shirts and name tags, in violation of Labor Code §
16 221. Accordingly, Plaintiff seeks civil penalties on behalf of himself and all of the other
17 aggrieved employees as follows: \$100 for each aggrieved employee for each initial violation of
18 Labor Code § 221, and \$200 for each aggrieved employee for each subsequent violation, or any
19 willful or intentional violation of Labor Code § 221, plus 25% of the amount unlawfully withheld
20 from each aggrieved employee (penalties set by Labor Code § 225.5).

21 62. Plaintiff is informed and believes that, at all relevant times, Defendants have
22 applied centrally devised policies and practices to him and the Class Members with respect to
23 working conditions and compensation arrangements.

24 63. At all relevant times, Defendants paid Plaintiff and the Class Members at an
25 hourly rate of pay and issued their wages on a bi-weekly basis.

26 64. At all relevant times, Defendants failed to pay Plaintiff and the Class Members
27 for all hours worked at the correct rates of pay, including, but not limited to, regular and overtime
28 wages for all regular and overtime hours they worked while clocked out, as well as all wages for
work they performed and recorded in excess of eight hours in a workday, that Defendants
subsequently deducted from their time records.

 65. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’



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1 failure to compensate the Class for all hours worked at the correct rate of pay as required by
2 California law. Plaintiff worked more than 12 hours a day.

3 66. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
4 have suffered damages in an amount, subject to proof, to the extent that they were not paid the
5 full amount of wages earned during each pay period during the applicable limitations period,
6 including minimum and overtime wages.

7 67. Pursuant to California Labor Code § 1194, Plaintiff, on behalf of himself and
8 Class Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the
9 amounts of unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees,
10 including interest thereon, as permitted by law, all in amounts subject to proof.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO INDEMNIFY**

13 **(Lab. Code §§ 1198 & 2802)**

14 68. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

15 69. At all relevant times, Plaintiff and the Class Members have been non-exempt
16 employees of Defendants and entitled to the benefits and protections of the California Labor
17 Code §§ 1198 and 2802 and the Wage Order.

18 70. In pertinent part, California Labor Code § 2802(a) states:

19 "An employer shall indemnify his or her employee[s] for all
20 necessary expenditures incurred by the employee in direct
21 consequence of the discharge of his or her duties."

22 71. Section 9(B) of the Wage Order states:

23 When tools or equipment are required by the employer or are
24 necessary to the performance of a job, such tools and equipment
25 shall be provided and maintained by the employer, except that an
26 employee whose wages are at least two (2) times the minimum
27 wage provided herein may be required to provide and maintain
28 hand tools and equipment customarily required by the trade or
craft.

72. California Labor Code § 1198 prohibits employers from employing their
employees under conditions prohibited by the Wage Order.

73. At relevant times during the applicable limitations period, Defendants required
Plaintiff and the Class Members to incur certain business expenses in the course of performing
their duties. Defendants required Plaintiff and the Class Members to use personal cell phones to



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1 communicate with Defendants as a necessary condition of employment. At the time of Plaintiff
2 and the Class Members' employment with Defendants, they were required to purchase two
3 uniform polo shirts and one name tag in order to perform their job. Said costs were deducted
4 from Plaintiff and the Class Members' paycheck. Defendants never reimbursed them for the costs
5 of these shirts and the name tag. The cost of the shirts and the name tag was approximately
6 \$30.00. Defendants, however, failed to reimburse Plaintiff and the Class Members for these
7 expenses.

7 74. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
8 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
9 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
10 during the course of performing their duties.

11 75. Therefore, pursuant to California Labor Code § 2802(b), Plaintiff and the Class
12 Members are entitled to reimbursement for all necessary expenditures and losses and interest
13 thereon, due and owing to them within four years of the date of the filing of the Complaint until
14 the entry of judgment.

15 76. Accordingly, with respect to this cause of action, on behalf of himself and the
16 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys'
17 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

20 **(Lab. Code § 226)**

21 **(By Plaintiff and the Class against all Defendants)**

22 77. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

23 78. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
24 entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized
25 statement showing, among other items, 1) gross wages earned; 2) total hours worked, except for
26 any employee whose compensation is solely based on a salary and who is exempt from payment
27 of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
28 Commission; 3) net wages earned; and 4) all applicable hourly rates in effect during the pay
period and the corresponding number of hours worked at each hourly rate by the employee.

79. Pursuant to California Labor Code § 226(e), an employee is deemed to suffer
injury if the employer fails to provide a wage statement. Additionally, an employee is deemed to



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1 suffer injury if the employer fails to provide accurate and complete information as required by
2 California Labor Code § 226(a) and the employee cannot “promptly and easily determine” from
3 the wage statement alone one or more of the following:

4 A. The amount of the gross wages or net wages paid to the employee during
5 the pay period or any of the other information required to be provided on the itemized wage
6 statement pursuant to California Labor Code § 226(a);

7 B. Which deductions the employer made from gross wages to determine the
8 net wages paid to the employee during the pay period;

9 C. The name and address of the employer and, if the employer is a farm labor
10 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
11 and address of the legal entity that secured the services of the employer during the pay period;
12 and

13 D. The name of the employee and only the last four digits of his or her social
14 security number or an employee identification number other than a social security number.

15 80. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
16 means a reasonable person would be able to readily ascertain the information without reference
17 to other documents or information.

18 81. As alleged herein, Defendants failed to provide Plaintiff and the Class Members
19 all wages earned and owed discussed above, including but not limited to, all regular and overtime
20 wages owed at the correct rates for work performed off-the-clock. Additionally with regard to
21 the unpaid hours worked and unpaid wages earned discussed above, Defendants failed to properly
22 and accurately itemize each employee’s gross wages earned, net wages earned, the total hours
23 worked, the corresponding number of hours worked by employees, and other requirements of
24 California Labor Code § 226. As a result, Defendants have violated California Labor Code § 226.

25 82. Defendants’ failure to provide Plaintiff and the Class Members with accurate
26 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
27 the Class with accurate wage statements but intentionally provided wage statements that
28 Defendants knew were not accurate.

83. As a result of being provided with inaccurate wage statements by Defendants,
Plaintiff and the Class have suffered an injury. Their legal rights to receive accurate wage
statements were violated and they were misled about the amount of wages they had actually
earned and were owed. In addition, the absence of accurate information on their wage statements



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1 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
2 and mathematical computations to determine the amounts of wages owed, has caused difficulty
3 and expense in attempting to reconstruct time and pay records and/or has led to the submission
4 of inaccurate information about wages to state and federal government agencies. Further,
5 Plaintiff and the Class Members were not able to ascertain from the wage statements whether
6 Defendants complied with their obligations under California Labor Code § 226(a).

7 84. Pursuant to California Labor Code § 226(e), Plaintiff and the Class are entitled to
8 recover the greater of actual damages, or penalties of fifty dollars (\$50.00) for the initial pay
9 period in which a violation of California Labor Code § 226(a) occurred and one hundred dollars
10 (\$100.00) for each violation of California Labor Code § 226(a) in a subsequent pay period, not
11 to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per Class Member, and are
12 also entitled to an award of costs and reasonable attorneys' fees.

13 **FIFTH CAUSE OF ACTION**

14 **WAITING TIME PENALTIES**

15 **(Lab. Code §§ 201-203)**

16 **(By Plaintiff and the Class against all Defendants)**

17 85. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

18 86. At all relevant times during the applicable limitations period, Plaintiff and the
19 Class Members have been non-exempt employees of Defendants and entitled to the benefits and
20 protections of California Labor Code §§ 201-203 and the Wage Order.

21 87. California Labor Code § 201 provides that all earned and unpaid wages of an
22 employee who is discharged are due and payable immediately at the time of discharge.

23 88. California Labor Code § 202 provides that all earned and unpaid wages of an
24 employee who quits after providing at least 72-hours notice before quitting are due and payable
25 at the time of quitting and that all earned and unpaid wages of an employee who quits without
26 providing at least 72-hours notice before quitting are due and payable within 72 hours.

27 89. Defendants failed to pay Plaintiff and the Class for all hours worked and all wages
28 earned as explained above during employment or at the time Plaintiff and the formerly employed
Class Members ended their employment or were terminated. By failing to pay earned minimum,
regular, meal and rest premium, overtime and double time wages to Plaintiff and the Class
Members at the correct rates by the end of the employment relationship, Defendants failed to
timely pay them all earned and unpaid wages in violation of California Labor Code § 201 or



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§ 202.

90. Moreover, Defendants failed to timely issue Plaintiff and the Class Members their final paychecks by the final date of employment. With regard to Plaintiff, Defendants terminated him on April 18, 2021. However, Defendants failed to issue Plaintiff his final paycheck through direct deposit until April 23, 2021.

91. Plaintiff is informed and believes that Defendants' failures to timely pay all final wages to him and the Class Members have been willful in that Defendants have the ability to pay final wages in accordance with California Labor Code §§ 201 and 202 but have intentionally adopted and maintained policies or practices that are incompatible with those requirements.

92. California Labor Code § 203 provides that the wages of an employee continue on a daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and unpaid wages to the employee in accordance with California Labor Code § 201 or § 202.

93. Pursuant to California Labor Code § 203, Plaintiff seeks waiting time penalties on behalf of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties for each Class Member.

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

(Bus. & Prof. Code §§ 17200, *et seq.*)

(By Plaintiff and the Class against all Defendants)

94. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

95. At all relevant times, Plaintiff and the Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of the Business and Professions Code §§ 17200, *et seq.*

96. The unlawful conduct of Defendants alleged herein amounts to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to, among other things, pay their employees premium wages for workdays in which they did not provide employees with one or more meal and rest periods, reimburse their employees for reasonable expenses incurred during the course of performing their duties, and pay them all earned wages for all regular and overtime hours worked off the clock and deducted from their wages.



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97. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the Class Members have suffered injuries in fact and have lost money or property. Defendants deprived Plaintiff and the Class Members of minimum wages, overtime wages, premium wages for all workdays one or more meal periods was not provided, premium wages for all workdays a rest period was not provided, and reimbursement for expenses that Plaintiff and the other Class Members incurred during the course of performing their duties. At the time of Plaintiff and the Class Members' employment with Defendants, they were required to purchase two uniform polo shirts and one name tag in order to perform their job. Said costs were deducted from Plaintiff and the Class Members' paycheck. Defendants never reimbursed them for the costs of these shirts and the name tag. The cost of the shirts and the name tag was approximately \$30.00.

98. Pursuant to California Business & Professions Code § 17203, Plaintiff and the Class Members are entitled to restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of their unlawful and unfair business practices.

99. Plaintiff and the Class are entitled to reasonable attorneys' fees in connection with their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

100. Accordingly, with respect to this cause of action, on behalf of himself and the Class, Plaintiff prays for the herein stated relief, and an award of all reasonable costs and attorneys' fees, including interest thereon, as permitted by law, all in amounts subject to proof.

SEVENTH CAUSE OF ACTION

CIVIL PENALTIES

(Labor Code §§ 2698, et seq.)

(By Plaintiff, on behalf of himself, the other Aggrieved Employees, and the state of California against all Defendants and Doe Defendants)

101. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §2699(c), and is a proper representative to bring a civil action on behalf of herself and other current and former employees of Defendants pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff is or was employed by Defendants and the alleged violations of the California Labor Code were and continue to be committed by Defendants.

///



102. Labor Code § 204 states:

- (a) 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. ...
- (b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.
- (2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.
- (c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.
- (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

103. Defendants paid wages to employees on regular intervals. Defendants failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

104. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 221, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and 2802.



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1 105. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
2 behalf of themselves and other current or former employees, to bring a civil action to recover civil
3 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

4 A. For violations of California Labor Code § 204, one hundred dollars
5 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
6 (\$200.00) for each Aggrieved Employee plus twenty-five percent (25%) of the amount unlawfully
7 withheld from each Aggrieved Employee for each subsequent, willful or intentional violation
8 (penalty amounts established by California Labor Code § 210).

9 B. For violations of California Labor Code § 221, one hundred dollars
10 (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars
11 (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation
12 (penalty amounts established by California Labor Code § 225.5).

13 C. For violations of Labor Code § 226(a), two hundred fifty dollars (\$250.00)
14 for each Aggrieved Employee for each initial violation of California Labor Code § 226(a), and
15 one thousand dollars (\$1,000) for each Aggrieved Employee for each subsequent violation
16 (penalties set by California Labor Code § 226.3).

17 D. For violations of California Labor Code §§ 510 and 512, fifty dollars
18 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for
19 each Aggrieved Employee for each subsequent violation, per pay period in addition to an amount
20 sufficient to recover underpaid wages (penalty amounts established by California Labor Code §
21 558).

22 E. For violations of California Labor Code § 1174, five hundred dollars
23 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
24 California Labor Code § 1174.5).

25 F. For violations of California Labor Code § 1197, one hundred dollars
26 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
27 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
28 (regardless of whether the initial violations were intentionally committed), in addition to an
amount sufficient to recover unpaid wages (penalty amounts established by California Labor
Code § 1197.1).

 G. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for



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1 each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
2 period for each subsequent violation (penalty amounts established by California Labor Code §
3 2699(f)(2)).

4 106. Plaintiff has complied with the procedures for bringing suit specified in California
5 Labor Code § 2699.3. By letter dated February 11, 2021, Plaintiff gave written notice by certified
6 mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the
7 specific provisions of the California Labor Code alleged to have been violated, including the
8 facts and theories to support the alleged violations. A true and correct copy of Plaintiff’s letter to
9 the LWDA dated February 11, 2021 is attached hereto as Exhibit A. The LWDA has not
10 responded to Plaintiff’s letter. Therefore, Plaintiff has complied with all of the requirements set
11 forth in California Labor Code § 2699.3 to pursue a representative action under PAGA.

12
13 **PRAYER FOR RELIEF**

14 107. WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated,
15 prays for relief and judgment against Defendants as follows:

- 16 A. An order that the action be certified as a class action;
- 17 B. An order that Plaintiff be appointed class representative;
- 18 C. An order that counsel for Plaintiff be appointed class counsel;
- 19 D. Unpaid wages;
- 20 E. Actual damages;
- 21 F. Statutory damages;
- 22 G. Liquidated damages;
- 23 H. Restitution;
- 24 I. Civil penalties;
- 25 J. Declaratory relief;
- 26 K. Equitable relief;
- 27 L. Statutory penalties;
- 28 M. Pre-judgment and post-judgment interest;
- N. Costs of suit;
- O. Interest;
- P. Reasonable attorneys’ fees; and



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Q. Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: July 30, 2021

By: 

DAVID SPIVAK
MICHELLE GRIMBERG
Attorneys for Plaintiff, JONATHON
GORDON and all others similarly situated



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EXHIBIT A



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SENT BY ELECTRONIC SUBMISSION AND CERTIFIED MAIL

February 11, 2021

Attn: PAGA Administrator
Labor and Workforce Development Agency
Attn: PAGA Administrator
<http://dir.tflaforms.net>
Via Electronic Submission

RE: *Jonathon Gordon / Sayeh*

To Whom It May Concern:

This notice concerns the following employers:

1. Sayeh Petroleum, Inc., a California corporation;
2. Green Planet Gas, Inc., a California corporation;
3. Hedia Petroleum, Inc., a California corporation;
4. Hadad Enterprise, Inc., a California corporation;
5. Hadad Petroluem, Inc., a California corporation;
6. Bay Area Auto Care, Inc., a California corporation;
7. Houtan Petroleum, Inc., a California corporation; and
8. Ali Bozorghadad, also known as Ed Hadad, an individual.

Collectively, the aforementioned employers are herein referred to as "Sayeh."

Pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, Jonathan Gordon (hereafter "Gordon") provides notice on behalf of himself and all individuals currently and formerly employed in California as non-exempt employees, including but not limited to cashiers, gas station clerks and workers employed in comparable positions (hereafter "Aggrieved Employees") by Sayeh of violations of Labor Code §§ 201, 202,

204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802.

At all relevant times, Sayeh has employed persons, conducted business in, and engaged in illegal payroll practices and policies in California. Gordon and the Aggrieved Employees are “employees” within the meaning of Wage Order 7-2001 (hereafter “the Wage Order”) § 2, subdivision (E) and “aggrieved employees” within the meaning of Labor Code § 2699, subdivision (c).

Statement of Facts

On approximately July 3, 2020, Sayeh first employed Gordon as a cashier at its gas station located at 1400 19th Avenue, San Francisco California. Sayeh continuously employed Gordon from July 3, 2020 at this location, and at times at its gas station located at 1200 La Playa Street in San Francisco, California. Gordon remains an employee of Sayeh.

At all relevant times, Sayeh employed Gordon and the other Aggrieved Employees at an hourly rate of pay and issued their wages to them on a bi-weekly basis. At all relevant times, Sayeh classified Gordon and the other Aggrieved Employees as non-exempt employees entitled to the protections of both the Labor Code and the Wage Order.

At all relevant times, as a result of its staffing choices, Sayeh failed to provide Gordon and the Aggrieved Employees with an off-duty, 30-minute meal period before the end of the fifth hour worked. Sayeh typically scheduled Gordon and the Aggrieved Employees to work shifts during which only one of them was on duty. As a result of this understaffing, Sayeh prohibited Gordon and the Aggrieved Employees from taking off-duty meal periods.

At all relevant times, Sayeh failed to authorize and permit Gordon and the Aggrieved Employees to take a ten-minute, paid, duty-free rest break every four hours or major portion thereof. As a result of its inadequate staffing levels, Sayeh failed to provide duty-free rest periods to Gordon and the Aggrieved Employees. Sayeh has not requested an exemption from California’s rest period law from the Division of Labor Standards Enforcement.

Sayeh did not enter into valid on-duty meal period agreements with Gordon or the Aggrieved employees. Sayeh could not enter into valid on-duty meal period agreements with him or the Aggrieved Employees because the nature of their work did not prevent Sayeh from relieving them of all duties to take a duty-free meal period. Sayeh further failed to pay premium wages for days on which it failed to provide Gordon and the Aggrieved Employees with all timely meal and rest periods.

Sayeh further required Gordon and the Aggrieved Employees to incur certain business expenses in the course of performing their duties, including the use of a personal mobile telephone to communicate with Sayeh.

At all relevant times, Sayeh failed to compensate Gordon and the Aggrieved Employees for all hours worked at the correct rates of pay. Sayeh regularly required Gordon and the Aggrieved Employees to work in excess of eight hours in one workday and forty hours in one workweek without compensating them for such time worked at the overtime rates required by California law. Sayeh issued Gordon and the Aggrieved Employees separate wage statements for each gas station it operated, dividing the hours worked in the same pay period between the gas stations as if they were separate employers. By not aggregating the hours Gordon and the Aggrieved Employees worked in the same pay period, Sayeh treated hours that would qualify for overtime and doubletime premium wages as regular hours not entitled to such premium pay rates. For example, Sayeh scheduled Gordon to work two consecutive eight-hour shifts, one at each of Gordon's two assigned gas stations. However, Sayeh failed to pay Gordon overtime and double time wages for work performed in excess of eight hours in a workday. In order to avoid paying Gordon overtime and double time wages for work performed during his second consecutive eight-hour shift, Sayeh issued Gordon different wage statements for each gas station, treating them as separate employers. For work Gordon performed at the 19th Avenue gas station, Sayeh issued Gordon paychecks bearing the employer name Green Planet Gas Inc. For work Gordon performed at the La Playa Street gas station, Sayeh issued Gordon paychecks bearing the employer name Sayeh Petroleum Inc.

As set forth below, Gordon alleges the following violations of the California Labor Code and the Wage Order on behalf of himself and the Aggrieved Employees:

- a) Sayeh failed to provide Gordon and the Aggrieved Employees with all meal periods as required by law;
- b) Sayeh failed to authorize and permit Gordon and the Aggrieved Employees with all rest periods as required by law;
- c) Sayeh failed to compensate Gordon and the Aggrieved Employees at one hour's pay on days when Sayeh failed to provide them with one or more meal periods in a workday;
- d) Sayeh failed to compensate Gordon and the Aggrieved Employees at one hour's pay on days when Sayeh failed to provide them with one or more rest periods in a workday;
- e) Sayeh failed to pay Gordon and the Aggrieved Employees for all hours worked at the correct rates of pay including, but not limited to, minimum, regular, overtime, and double time pay due to Sayeh's practice of compensating Gordon and the Aggrieved Employees at straight time rates for work performed at a second Sayeh gas station during a subsequent eight-hour shift in the same workday;
- f) Sayeh failed to indemnify Gordon and the Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- g) Sayeh failed to timely pay Gordon and the Aggrieved Employees all earned and unpaid wages during employment;
- h) Sayeh failed to provide Gordon and the Aggrieved Employees with accurate and complete wage statements; and

- i) Sayeh failed to timely pay the Aggrieved Employees who are former employees all earned and unpaid wages at the time of separation from employment.

Accordingly, Gordon now seeks civil penalties on behalf of himself and the other Aggrieved Employees based on Sayeh's violations of the California Labor Code.

The Wage Order

The Wage Order applies to "all persons employed in the mercantile industry whether paid on a time, piece rate, commission, or other basis[.]" § 1. The Wage Order defines "Mercantile Industry" to include:

"any industry, business, or establishment operated for the purpose of purchasing, selling, or distributing goods or commodities as wholesale or retail; or for the purpose of renting goods or commodities."

§ 2(H).

At all relevant times during the applicable limitations period, Sayeh operated gas stations for the purpose of retailing gasoline. Accordingly, Gordon and the Aggrieved Employees are entitled to the protections provided under the Wage Order.

Failure to Provide Rest Breaks and Meal Periods **(Lab. Code §§ 226.7, 512, 558.1, and 1198)**

In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

In relevant part, Section 12 of the Wage Order states:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this 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 provided.

In relevant part, California Labor Code § 512 states:

An employer may 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 may 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.

In relevant part, Section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any 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.

...

- (D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this 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 meal period is not provided.

California Labor Code § 226.7 states:

- (a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- (b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, 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 period is not provided.

In relevant part, California Labor Code § 558.1 states

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or

violates, or causes to be violated, §§ 203, 226, 226.7, 1193, 1194, or 2802, may be held liable as the employer for such violation.

- (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of § 3294 of the Civil Code.

At all relevant times herein, Ali Bozorghadad, also known as Ed Hadad, owned and operated Sayeh Petroleum, Inc. and Green Planet Gas, Inc., and employed Gordon and the Aggrieved Employees. Ali Bozorghadad was the “owner,” “managing agent,” Chief Executive Officer, Director, and Chief Financial Officer, of the Corporate Defendants. Ali Bozorghadad directly or indirectly, or through an agent or any other person, employed and exercised control over the wages, hours, and/or working conditions of Gordon and the Aggrieved Employees and caused the violations of the Labor Code and Wage Order described above.

By not providing adequate staff to relieve its hourly employees of their duties, Sayeh has intentionally and improperly failed to provide all rest breaks and/or meal periods free from any work or duties to Gordon and the Aggrieved Employees as required by law. In failing to do so, Sayeh violated the provisions of California Labor Code §§ 226.7, 512, and 1198. Accordingly, Gordon seeks civil penalties on behalf of himself and the Aggrieved Employees as follows:

1. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 226.7, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2));
2. \$50 for each Aggrieved Employee for each initial violation of California Labor Code § 512, and \$100 for each Aggrieved

Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 558); and

3. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2)).

Failure to Pay All Wages for All Hours Worked at the Correct Rates of Pay

(Lab Code §§ 510, 558.1, 1194, 1197, and 1198)

Under California Labor Code § 1197, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(G) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, California Labor Code § 1194 states,

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the [...] legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of [...] overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

In relevant part, Section 3 of the Wage Order states,

(A) Daily Overtime - General Provisions

- (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
 - (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.
 - (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

In relevant part, California Labor Code § 510 states,

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.

With respect to overtime wages, the regular rate of pay under California law must include “all remuneration for employment paid to, on behalf of, the employee.” O.L. 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited, to, non-discretionary bonuses. See, e.g., *Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893, 904–05. Commissions and bonuses must be included in the regular rate whether they are the sole source of the employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§778.117, 778.208. See *Oliver v. Mercy Med. Ctr., Inc.* (9th Cir 1982) 695 F.2d 379.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In relevant part, California Labor Code § 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, §§ 203, 226, 226.7, 1193, 1194, or 2802, may be held liable as the employer for such violation.
- (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of § 3294 of the Civil Code.

At all relevant times herein, Ali Bozorghadad, also known as Ed Hadad, owned and operated Sayeh Petroleum, Inc. and Green Planet Gas, Inc., and employed Gordon and the Aggrieved Employees. Ali Bozorghadad was the “owner,”

“managing agent,” Chief Executive Officer, Director, and Chief Financial Officer, of the Corporate Defendants. Ali Bozorghdad directly or indirectly, or through an agent or any other person, employed and exercised control over the wages, hours, and/or working conditions of Gordon and the Aggrieved Employees and caused the violations of the Labor Code and Wage Order described above.

Employers must compensate non-exempt employees for “off-the-clock” work (before punching in or after punching out on a time clock) if the employers knew or should have known that the employees were working those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

At all relevant times during the applicable limitations period, Sayeh knowingly failed to pay Gordon and the Aggrieved Employees for all hours worked at the correct rates of pay, including, but not limited to, all minimum or regular wages for the work they performed while clocked out for meal periods, and all overtime and double time wages for work performed during second eight-hour shifts in the same workday, for which Sayeh paid them on a straight time basis.

Accordingly, Gordon seeks civil penalties on behalf of himself and the other Aggrieved Employees as follows:

1. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2));
2. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1194, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California labor Code § 2699(f)(2)); and
3. \$100 for each Aggrieved Employee for each initial and intentional violation of California Labor Code § 1197, and \$250 for each Aggrieved Employee for each subsequent violation, per pay period (regardless of

whether the initial violations were intentionally committed)(penalties set by California Labor Code § 1197.1).

Failure to Indemnify for Expenses
(Lab. Code §§ 558.1 & 2802)

In pertinent part, California Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

In relevant part, California Labor Code § 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, §§ 203, 226, 226.7, 1193, 1194, or 2802, may be held liable as the employer for such violation.
- (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of § 3294 of the Civil Code.

At all relevant times herein, Ali Bozorghadad, also known as Ed Hadad, owned and operated Sayeh Petroleum, Inc. and Green Planet Gas, Inc., and employed Gordon and the Aggrieved Employees. Ali Bozorghadad was the “owner,” “managing agent,” Chief Executive Officer, Director, and Chief Financial Officer, of the Corporate Defendants. Ali Bozorghadad directly or indirectly, or through an agent or any other person, employed and exercised control over the wages, hours, and/or working conditions of Gordon and the Aggrieved Employees and caused the violations of the Labor Code and Wage Order described above.

At all relevant times during the applicable limitations period, Sayeh required Gordon and the Aggrieved Employees to use personal mobile telephones to communicate with Sayeh as a necessary condition of employment. Sayeh failed to indemnify Gordon and the Aggrieved Employees for these expenses both during and after their employment ended.

Accordingly, Gordon seeks civil penalties on behalf of himself and the Aggrieved Employees as follows: \$100 for each Aggrieved Employee per pay period in which initial violations of California Labor Code § 2802 occurred, and \$200 for each Aggrieved Employee per pay period in which subsequent violations of § 2802 occurred (penalties set by California Labor Code § 2699(f)(2)).

Failure to Provide Accurate Written Wage Statements
(Lab. Code §§ 226 & 558.1)

California Labor Code § 226 requires employers to furnish employees with accurate itemized written wage statements showing:

- 1) Gross wages earned
- 2) Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
- 3) The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
- 4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- 5) Net wages earned;
- 6) The inclusive dates of the period for which the employee is paid;

- 7) The name of the employee and only the last four digits of his or her social security number or an employee identification 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.

In relevant part, California Labor Code § 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, §§ 203, 226, 226.7, 1193, 1194, or 2802, may be held liable as the employer for such violation.
- (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of § 3294 of the Civil Code.

At all relevant times herein, Ali Bozorghadad, also known as Ed Hadad, owned and operated Sayeh Petroleum, Inc. and Green Planet Gas, Inc., and employed Gordon and the Aggrieved Employees. Ali Bozorghadad was the “owner,” “managing agent,” Chief Executive Officer, Director, and Chief Financial Officer, of the Corporate Defendants. Ali Bozorghadad directly or indirectly, or through an agent or any other person, employed and exercised control over the wages, hours, and/or working conditions of Gordon and the Aggrieved Employees and caused the violations of the Labor Code and Wage Order described above.

At relevant times during the applicable limitations period, Sayeh violated California Labor Code § 226 because it did not properly and accurately itemize each employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the employee and other requirements of California Labor Code § 226. Sayeh failed to state in the wage statements it issued to Sayeh and the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed after clocking out at the ends of their shifts as described above.

Accordingly, Gordon now seeks civil penalties for the Labor Code violations that Sayeh has committed against him and the other Aggrieved Employees as follows: \$250 for each Aggrieved Employee for each initial violation of California Labor Code § 226(a), and \$1,000 for each Aggrieved Employee for each subsequent violation (penalties set by California Labor Code § 226.3).

Failure to Timely Pay Wages
(Lab. Code § 204)

California Labor Code § 204 states all wages (other than those mentioned in Labor Code sections 201–202) 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. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

Because of Sayeh's failure to pay Gordon and the Aggrieved Employees wages for off-the-clock work, overtime and double time wages at the correct rates, and premium wages for unprovided rest and meal periods within the time periods set by California Labor Code § 204, Sayeh failed to timely pay all wages due during employment. Accordingly, Gordon seeks civil penalties on behalf of himself and Aggrieved Employees as follows:

- (1) \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 204; and
- (2) \$200 for each Aggrieved Employee (penalties set by Labor Code § 210).

Failure to Timely Pay Wages After Separation of Employment
(Lab. Code §§ 201, 202, 203 and 558.1)

Under California Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under California Labor Code § 202, 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 seventy-two (72) hours thereafter, unless the employee has given seventy-two (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. Notwithstanding any other provision of law, an employee who quits without providing a seventy-two (72) hour notice shall be entitled to receive payment by mail if he or she so requests at a designated mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within seventy-two (72) hours of the notice of quitting. *Id.*

Under California Labor Code § 203, if an employer willfully fails to timely pay in accordance with California Labor Code §§ 201 and 202, 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 at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

In relevant part, California Labor Code § 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of

work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, §§ 203, 226, 226.7, 1193, 1194, or 2802, may be held liable as the employer for such violation.

- (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of § 3294 of the Civil Code.

At all relevant times herein, Ali Bozorghadad, also known as Ed Hadad, owned and operated Sayeh Petroleum, Inc. and Green Planet Gas, Inc., and employed Gordon and the Aggrieved Employees. Ali Bozorghadad was the “owner,” “managing agent,” Chief Executive Officer, Director, and Chief Financial Officer, of the Corporate Defendants. Ali Bozorghadad directly or indirectly, or through an agent or any other person, employed and exercised control over the wages, hours, and/or working conditions of Gordon and the Aggrieved Employees and caused the violations of the Labor Code and Wage Order described above.

As explained above, Sayeh failed to pay Gordon and the other Aggrieved Employees all wages owed for hours worked off-the-clock. Sayeh further failed to pay Gordon and the Aggrieved Employees at overtime and double time rates for work performed after the eight hour and twelfth hour in a workday, respectively. As a result, Sayeh failed to pay the Aggrieved Employees all wages owed at the time of resignation or termination including, but not limited to, regular and overtime wages they earned for work they performed off-the-clock during meal periods and overtime and double time wages at the correct rates of pay.

As a result, Sayeh failed to pay the Aggrieved Employees all wages within the time periods set by California Labor Code §§ 201, 202 and 203. As a result, Sayeh has violated California Labor Code §§ 201, 202 and 203.

Accordingly, Gordon seeks civil penalties on behalf of the other Aggrieved Employees as follows: \$100 for each Aggrieved Employee per pay period in which initial violations of California Labor Code §§ 201, 202 and 203 occurred, and \$200 for each Aggrieved Employee per pay period in which subsequent violations occurred (penalties set by California Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174, 1198)

Labor Code § 1174, which pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (a) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

- (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.

Labor Code § 1174.5 states:

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).

Section 7 of the Wage Order states:

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

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

Sayeh failed to maintain for Gordon and the Aggrieved Employees accurate records of time worked and all wages earned, including overtime and double time wages paid at the incorrect rates, unpaid wages for work performed off the clock during meal periods, and unpaid meal and rest period premium wages as described above. As a result, Sayeh has willfully failed to maintain the records required by § 1174 and the Wage Order, including, but not limited to, the total premium wages earned for missed meal and rest periods, and records pertaining to all unpaid hours worked by Gordon and the Aggrieved Employees. Accordingly, Gordon seeks civil penalties from Sayeh on behalf of himself and other Aggrieved Employees as follows:

1. \$500 for each Aggrieved Employee for each violation of California Labor Code § 1174 (penalties set by Labor Code § 1174.5); and
2. \$100 for each Aggrieved Employee for each initial violation of California Labor Code § 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by California Labor Code § 2699(f)(2)).

Conclusion

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that I will seek both reasonable attorneys' fees and costs under Labor Code § 2699, subdivision (g) (1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure §1021.5 to resolve this matter before litigation.

Sincerely,



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