

Kevin Mahoney (SBN: 235367)

kmahoney@mahoney-law.net

John A. Young (SBN: 299809)

jyoung@mahoney-law.net

Tayler Pattillo (SBN: 336486)

tpattillo@mahoney-law.net

MAHONEY LAW GROUP, APC

249 E. Ocean Blvd., Ste. 814

Long Beach, CA 90802

Telephone: (562) 590-5550

Facsimile: (562) 590-8400

Attorneys for Plaintiff SRIANATH BISWAS,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF LOS ANGELES

SRIANATH BISWAS,

Plaintiff,

v.

HIGHSANTA INC., and DOES 1 through
50, inclusive,

Defendants.

Case No.: **21TRCV00696**

**REPRESENTATIVE ACTION FOR
VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT**

1. Violation of PAGA for Failure to Pay Minimum Wage and Overtime pursuant to Labor Code §§ 510, 1194, 1197.2, 1197, 1197.1);
2. Violation of PAGA for Failure to Provide Meal Period Violations pursuant to Code §§ 226.7, 512;
3. Violation of PAGA for Failure to Provide Rest Period pursuant to Labor Code §§ 226.7);
4. Violation of PAGA for Failure to Issue Accurate Itemized Wage Statements pursuant to Labor Code §§ 226, subds. (a) and (e);
5. Violation of PAGA for Failure to Indemnify for Expenditures or Losses in Discharge of Duties pursuant to Labor Code §2802; and
6. Violation of the PAGA for Failure to Pay Wages Due Upon Termination of Employment pursuant to Labor Code §§ 201, 202, 203.

1 Plaintiff SRIANATH BISWAS ("Plaintiff" or Mr. Biswas"), as a representative of the
2 State of California and the Labor and Workforce Development Agency ("LDWA"), and on behalf
3 of himself and other current and former employees, complains and alleges as follows:

4 INTRODUCTION

5 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
6 who were subjected to one or more of the violations alleged herein ("Aggrieved Employees") by
7 Defendant HIGHSANTA INC. The terms "Relevant Time Period" or "Time Period" are defined
8 as one (1) year prior to the filing of this complaint. Plaintiff reserves the right to amend this
9 complaint to reflect a different "Time Period" as further discovery is conducted.

10 2. Plaintiff, individually and on behalf of the Aggrieved Employees, seeks relief
11 against Defendant for its: (1) failure to pay all wages due, including regular and overtime wages;
12 (2) failure to provide meal periods or premium compensation in lieu thereof; (3) failure to provide
13 rest periods or premium compensation in lieu thereof; (4) failure to provide accurate itemized
14 wage statements; (5) failure to reimburse for necessary business expenditures; and (6) failure to
15 pay wages due upon termination of employment.

16 3. At all relevant times herein, Defendant has consistently maintained and enforced
17 the following unlawful policies and practices against Plaintiff:

- 18 (a) Willfully refusing to pay all hours worked, including both regular and overtime
19 wages;
- 20 (b) Willfully refusing to permit off-duty meal periods or providing compensation in
21 lieu thereof;
- 22 (c) Willfully refusing to permit rest periods or providing compensation in lieu
23 thereof;
- 24 (d) Willfully refusing to furnish accurate itemized wage statements upon payment of
25 wages; and
- 26 (e) Willfully refusing to reimburse for necessary business expenditures;
- 27 (f) Willfully refusing to pay all wages due upon separation of employment.
- 28

[illegible]

5. All named Defendants are California corporations doing business throughout the State of California, and specifically, in Los Angeles County. Plaintiff was employed by all named Defendants in Los Angeles County. There is no federal question at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, Industrial Welfare Commission (“IWC”) Wage Orders, California Code of Civil Procedure, California Business and Professions Code, and California Rules of Court. By doing business in the state of California, Defendant has purposefully availed themselves of the state’s jurisdiction. Accordingly, as personal jurisdiction over Defendant would be constitutional, California’s long-arm statute provides that California courts may exercise personal jurisdiction over Defendant. (Code Civ. Pro. § 410.10.)

THE PARTIES

7. Plaintiff was employed by Defendant from in or around October 2017 through in or around January 2021, at Defendant's Los Angeles, California location. Throughout the relevant time period, Plaintiff worked for Defendant within the County of Los Angeles during his employment. Plaintiff was always paid an hourly wage, plus commission, and was deemed a non-exempt hourly employee by Defendant. Plaintiff is accordingly entitled to compensation for all hours worked, overtime compensation, premium pay, reimbursement for necessary business expenditures, and penalties from Defendant.

REPRESENTATIVE ACTION FOR VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT (PAGA)

B. Defendant

8. Plaintiff is informed and believes, and based thereon alleges, that Defendant HIGHSANTA INC. is a California corporation and is and/or was the employer of Plaintiff and similarly situated employees during the Relevant Time Period. On information and belief, and based thereon, Plaintiff alleges that Defendant is conducting business in good standing in California, and at all time herein mentioned has regularly conducted business throughout the State of California.

9. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief, alleges that said Defendants are legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when that information is ascertained.

10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendant operates as a joint venture and/or single business enterprise, integrated enterprise, and/or are agents of one another, are alter egos, joint employers, and conspire with one another to increase profits by engaging in the conduct described in this complaint.

11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

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14. On July 22, 2021 prior to the filing of this complaint, Plaintiff gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. This written notice was given via certified mail to Defendant, and to the LWDA by electronically filing the notice via the Department of Industrial Relations website. Plaintiff was given a LWDA case number of LWDA-CM-838903-21. A true and correct copy of Plaintiff's notice to the LWDA and Defendant, dated July 22, 2021, is attached hereto as Exhibit A.

15. Plaintiff and similarly-aggrieved employees are, and all times relevant herein, have been non-exempt employees within the meaning the California Labor Code, and the implementing rules of the IWC California Wage Orders.

17. Plaintiff is informed and believes, and based thereon alleges, that Defendant's policies and practices described herein are common across each of Defendant's locations within the State of California.

1 18. Plaintiff alleges that Defendant failed to pay him and other Aggrieved Employees
2 for all hours worked in violation of California law, including both minimum wage and overtime
3 compensation. Specifically, Plaintiff and other Aggrieved Employees were not paid legally
4 mandated overtime when he worked over eight (8) hours in a day or forty (40) hours in a week.

5 19. Further Plaintiff and other Aggrieved Employees were required to don and doff
6 Employer's required work uniform and were not compensated for their time to don and doff the
7 uniform. Accordingly, time spent donning and doffing Defendant's uniform was performed
8 without compensation.

9 20. In addition, Plaintiff further alleges that Defendant had a policy and/or practice of
10 rounding the hours worked by Plaintiff and other Aggrieved Employees, which systematically
11 undercompensated Plaintiff and other Aggrieved Employees. As a result, Defendant failed to
12 compensate employees properly for all time actually worked.

13 21. Plaintiff alleges that he and other Aggrieved Employees were regularly precluded
14 from taking timely and uninterrupted meal and rest breaks in accordance with California law due
15 to the nature of their work and inadequate staffing to completely relieve them of work
16 responsibilities. Plaintiff and other Aggrieved Employees often did not receive at least one duty-
17 free, uninterrupted meal period with the first five (5) hours worked, and a second meal period
18 before the start of the 11th hour of work. When employees were prevented from taking timely and
19 complete meal periods, they did not receive premium pay for the missed meal break.

20 22. Plaintiff further alleges that he and other Aggrieved Employees often had to miss
21 rest periods for every four (4) hours worked, or a major fraction thereof, as required by the Labor
22 Code. When employees were prevented from taking rest breaks, they did not receive premium
23 pay for the missed rest break.

24 23. Plaintiff alleges that Defendant failed to provide him and other aggrieved
25 employees with complete and accurate wage statements for all regular hours and overtime hours
26 worked. This conduct is in violation of Labor Code sections 226 and 1174.

27 24. Plaintiff alleges Defendant failed to reimburse him and other Aggrieved
28 Employees for necessary business expenditures. Plaintiff and other Aggrieved Employees were

1 not reimbursed for the cost of washing and maintaining Defendant's uniform which is required
2 as part of their employment.

3 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
4 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely
5 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
6 and certain Aggrieved Employees did not receive payment of all wages due, within permissible
7 time periods, upon separation of employment.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
10 **PAY ALL WAGES**

11 **(Labor Code §§ 510, 1194, 1194.2, 1197, and 1197.1)**

12 **(By Plaintiff against All Defendants)**

13 26. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
14 as if fully alleged.

15 27. Any employee receiving less than the legal minimum wage or legal overtime
16 compensation is entitled to recover in a civil action the amount of unpaid wages, attorneys' fees,
17 and costs of suit. (Lab. Code, § 1194, subd. (a).)

18 28. Labor Code section 1182.12 provides that on and after July 1, 2014, the minimum
19 wage for all industries shall not be less than nine dollars (\$9.00) per hour, and on and after January
20 1, 2016, the minimum wage for all industries shall not be less than ten (\$10.00) per hour. For
21 employers who employed 26 or more people from January 1, 2017 to December 31, 2017, the
22 minimum wage rate in California was ten dollars and fifty cents (\$10.50) per hour. From January
23 18, 2018 to December 31, 2018, the minimum wage rate in California was eleven dollars (\$11.00)
24 per hour. Plaintiff is informed and believes Defendant employed more than 26 employees.

25 29. Notwithstanding any other provision of the Labor Code, hourly minimum wage
26 rates are set for all industries according to statute. (Lab. Code, § 1182.12.) Employers must pay
27 employees no less than minimum wage for each hour worked. (Lab. Code, § 1194.)

28 30. In any action to recover payment of wages less than the minimum wage an

1 employee shall be entitled to recover liquidated damages in an amount equal to the wages
2 unlawfully unpaid and interest thereon. (Lab. Code, § 1194.2.)

3 31. Any work in excess of eight (8) hours in any workday and any work in excess of
4 forty (40) hours in a workweek, shall be compensated at a rate of no less than one and one-half
5 times the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a).) Any work in excess
6 of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay
7 for an employee. (Lab. Code, § 510, subd. (a).)

8 32. All wages earned in employment are due and payable twice during each calendar
9 month on dates designated in advance by the employer. (Lab. Code, § 204.)

10 33. In case of a dispute over wages, the employer shall pay, without condition and
11 promptly under the Labor Code all wages conceded due, leaving to the employee all remedies
12 he/she is otherwise entitled to as to any balance claimed. (Lab. Code, § 206.)

13 34. Notwithstanding any other provision of the Labor Code, hourly minimum wage
14 rates are set for all industries according to statute. (Lab. Code, § 1182.12.) Employers must pay
15 an employee no less than the minimum wage for each hour worked. (Lab. Code, § 1194.)

16 35. In any action to recover payment of wages less than the minimum wage, an
17 employee shall be entitled to recover liquidated damages in an amount equal to the wages
18 unlawfully unpaid and interest thereon. (Lab. Code, § 1194.2.)

19 36. Plaintiff and the Aggrieved Employees regularly worked over eight (8) hours per
20 day and forty (40) hours per week. Defendant failed to pay Plaintiff, and the Aggrieved
21 Employees all minimum wage, overtime premiums, and/or double-time premiums for all hours
22 worked and all overtime wages worked in excess of over eight (8) hours per day and/or forty (40)
23 hours per week for work performed for Defendant. Plaintiff and the Aggrieved Employees were
24 not paid all wages earned.

25 37. Defendant willfully violated the Labor Code by failing to pay Plaintiff and
26 Aggrieved Employees all wages, including both minimum wage and overtime. Plaintiff and
27 Aggrieved Employees were denied proper wages as a result of Defendant's policy of having
28 Plaintiff and Aggrieved Employees work and or don and doff Defendant's uniform before

1 clocking in and/or after clocking out and failing to compensate Plaintiff and Aggrieved
2 Employees when they worked through meal breaks off-the-clock. As such, Defendant failed to
3 compensate Plaintiff and Aggrieved Employees for all hours worked at the proper rate of pay
4 pursuant to Labor Code section 510.

5 38. Defendant maintained a uniform practice of rounding Plaintiff and Aggrieved
6 Employees' hours worked to Defendant's advantage. Therefore, Defendant failed to pay Plaintiff
7 and Aggrieved Employees minimum and regular wages for all hours worked, and overtime
8 compensation when Plaintiff and Class Members worked either over eight hours in a day and/or
9 40 hours in a week, in violation of the Labor Code and the IWC Wage Orders.

10 39. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved
11 employees and the State of California for violations of Labor Code sections 204, 510, 1194, 1197,
12 1198 and pursuant to Labor Code section 1197.1 during the PAGA period, in a sum as provided
13 by the Labor Code and/or other statutes

14 40. Plaintiff, individually and on behalf of the aggrieved employees and the State of
15 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699(g) and Code
16 of Civil Procedure section 1021.5.

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
19 **PROVIDE MEAL PERIODS OR PREMIUM COMPENSATION IN LIEU THEREOF**

20 **(Labor Code §§ 226.7 and 512)**

21 **(By Plaintiff against All Defendants)**

22 41. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
23 as if fully alleged.

24 42. Labor Code sections 226.7 and 512 provide that no employer shall employ any
25 person for a work period of more than five (5) hours without providing a meal period
26 uninterrupted by work duties of not less than thirty (30) minutes, or employ any person for a work
27 period of more than ten (10) hours without a second meal period of not less than thirty (30)
28 minutes.

1 43. Labor Code section 226.7 provides that if an employer fails to provide an
2 employee a meal period in accordance with this section, the employer shall pay the employee one
3 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
4 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
5 legally compliant meal periods, in addition to impeding, discouraging, dissuading, and/or not
6 relieving employees from all work duties during meal periods thereby preventing employees from
7 taking legally compliant meal periods.

8 44. At all times relevant hereto, Plaintiff and the Aggrieved Employees have worked
9 shifts of more than five (5) hours in a workday. Defendant failed to provide legal compliant meal
10 periods to Plaintiff and the Aggrieved Employees, by failing to provide meal periods before the
11 fifth (5th) hour of work due to its meal period scheduling policy and practice. Despite failing to
12 provide timely meal periods, Defendant failed to pay one additional hour of pay at Plaintiff and
13 Aggrieved Employees' regular rate of pay for each workday that a meal period violation occurred.

14 45. At varying times relevant hereto, Plaintiff and the Aggrieved Employees have
15 worked shifts more than ten (10) hours in a workday.

16 46. By and through their actions, Defendant has intentionally and improperly denied
17 compliant meal periods or compensation in lieu thereof to Plaintiff and the Aggrieved Employees
18 in violation of Labor Code sections 226.7 and 512 and/or other statutes.

19 47. Defendant's Labor Code violations have caused Plaintiff and the Aggrieved
20 Employees to suffer, and continue to suffer, damages in amounts which are presently unknown,
21 but will be ascertained according to proof at trial.

22 48. Plaintiff, individually and on behalf of the Aggrieved Employees and the state of
23 California request recovery of civil penalties for violations of Labor Code sections 226.7 and 512
24 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

25 49. Plaintiff also seeks attorneys' fees and costs pursuant to Labor Code section 2699,
26 subdivision (g) and Code of Civil Procedure section 1021.5.

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THIRD CAUSE OF ACTION

**VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO
PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

(Labor Code § 226.7)

(By Plaintiff against All Defendants)

50. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
as if fully alleged.

51. Labor Code section 226.7 provides that employers authorize and permit all
employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or
major fraction thereof.

52. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
provide and employee rest periods in accordance with this section, 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. Plaintiff and the Aggrieved Employees consistently worked
over four (4) hours per shift with no rest breaks, due to Defendant's uniform policies and
practices.

53. Defendant failed to reasonably make available rest breaks to Plaintiff and the
Aggrieved Employees.

54. Defendant's Labor Code violations have caused Plaintiff and the Aggrieved
Employees to suffer, and continue to suffer, damages in amounts which are presently unknown,
but will be ascertained according to proof at trial.

55. Plaintiff, individually and on behalf of the Aggrieved Employees and the state of
California request recovery of civil penalties for violations of Labor Code sections 226.7 and 512
during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

56. Plaintiff also seeks attorneys' fees and costs pursuant to Labor Code section 2699,
subdivision (g) and Code of Civil Procedure section 1021.5.

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FOURTH CAUSE OF ACTION

**VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO
ISSUE ITEMIZED WAGE STATEMENTS AND MAINTAIN RECORDS**

(Labor Code §§ 226, 1174)

(By Plaintiff against All Defendants)

57. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

58. Labor Code sections 226, 226.3, 1174, and 1174.5, and applicable IWC Wage Orders provide that employers must keep records and provide employees with itemized wage statements showing all hours worked and each applicable rate of pay in effect during the pay period with the corresponding number of hours worked at each hourly rate.

59. Labor Code section 1174, subdivision (d), requires an employer to keep at a central location in California or at the plant or establishment at which the employee is employed, payroll records showing the hours worked daily, and the wages paid to each employee. Labor Code section 226, subdivision (a) requires an employer to provide employees—either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash—an accurate itemized wage statement in writing, including specified information, including, but not limited to: (1) gross wages earned; and (2) total hours worked by the employee; (3). Labor Code section 226, subdivision (e) provides that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours worked by the employee and the applicable hourly overtime rates, causing the employee injury, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that Defendant willfully failed to make or keep accurate records for Plaintiff and the aggrieved employees.

60. The IWC Wage Orders require that every employer shall keep accurate information with respect to each employee, including time records showing when each employee

1 begins and ends each work period, the total daily hours worked by each employee, and the total
2 hours worked in each payroll period, and applicable rates of pay. Defendant knowingly and
3 intentionally failed to provide timely and accurate itemized wage statements to Plaintiff and
4 Aggrieved Employees in accordance with Labor Code section 226, subdivision (a), by failing to
5 record the accurate number of hours worked, the accurate rate of pay for each hour worked, the
6 accurate amount of premiums wages earned, the accurate net pay, and the accurate gross pay.
7 Such failure caused injury to Plaintiff and Aggrieved Employees.

8 61. An employee is deemed to suffer injury if the employer fails to provide an accurate
9 wage statement containing all of the required information set forth in Labor Code section 226,
10 subdivision (a). (Lab. Code, § 226, subd. (e)(2).) In addition, the omission of time worked, proper
11 rates of pay, records of missed meal and rest breaks, and/or premium pay make it difficult for
12 employees to determine whether they were paid all wages due without complicated calculations
13 and/or reconstruction of records required to be maintained by the employer.

14 62. An employee is deemed to suffer injury if the employer fails to provide an accurate
15 wage statement containing all of the required information set forth in Labor Code section 226,
16 subdivision (a). (Lab. Code, § 226, subd. (e)(2).)

17 63. By virtue of Defendant's unlawful actions, Plaintiff and the Aggrieved Employees
18 have suffered, and will continue to suffer, damages in amounts which are presently unknown, but
19 will be ascertained according to proof at trial.

20 64. Plaintiff seeks recovery of civil penalties individually, on behalf of the Aggrieved
21 Employees and the State of California for violations of Labor Code sections 226, 1174, and
22 pursuant to Labor Code sections 226.3 and 1174.5 during the PAGA period, in a sum as provided
23 by the Labor Code and/or other statutes.

24 65. Plaintiff, individually and on behalf of the Aggrieved Employees and the State of
25 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision
26 (g) and Code of Civil Procedure section 1021.5.

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FIFTH CAUSE OF ACTION

**VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR
INDEMNIFICATION FOR EXPENDITURES OR LOSSES IN DISCHARGE OF
DUTIES**

(Labor Code § 2802)

(By Plaintiff against All Defendants)

66. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

67. Defendant failed to indemnify Plaintiff and the Aggrieved Employees for all necessary expenditures or losses incurred by Plaintiff and the Aggrieved Employees in direct consequence of the discharge of their duties. Specifically, Defendant failed to indemnify Plaintiff and the Aggrieved Employees for expenditures they incurred on their behalf, including, but not limited to, washing and maintaining Defendant's uniform.

68. By virtue of Defendant's unlawful actions, Plaintiff and the Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial. Plaintiff seeks recovery of civil penalties individually, on behalf of the Aggrieved Employees and the State of California for violations of Labor Code section 2802 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

69. Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g) and Code of Civil Procedure section 1021.5.

SIXTH CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON
TERMINATION OF EMPLOYMENT**

(Lab. Code, §§ 201, 203)

(By Plaintiff against All Defendants)

70. Plaintiff and Aggrieved Employees reallege and incorporate by reference the

preceding paragraphs of this complaint as if fully set forth herein

71. Plaintiff and certain members of the Aggrieved Employees who ended their employment with Defendant during the Relevant Time Period, were entitled to be promptly paid both minimum wage and lawful overtime compensation and other premiums, as required by Labor Code sections 201 and 203.

72. Defendant refused and/or failed to promptly compensate Plaintiff and Aggrieved Employees wages owed as a result of Defendant's failure to provide meal and/or rest periods as well as pay both minimum and overtime compensation owed for work performed for Defendant.

73. Plaintiff, by virtue of his employment with Defendant, is an aggrieved employee with standing to bring an action under the PAGA and has suffered injury as to one or more violations committed by Defendant. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

74. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512, 1174, and 1194.

75. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the LWDA.

76. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including, but not limited to, those civil penalties provided by statute, provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court; and
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and
4. That the Court award such other and further relief as this Court may deem appropriate.

Dated: September 27, 2021

MAHONEY LAW GROUP, APC

By: 

Kevin Mahoney, Esq.

John A. Young, Esq.

Tayler Portillo, Esq.

Attorney for Plaintiff Srianath Biswas, as an individual, and on behalf of all similarly situated employees.

EXHIBIT A



Kevin Mahoney, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
kmahoney@mahoney-law.net

July 22, 2021

VIA ELECTRONIC FILING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

<http://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7019 2970 0000 2983 4335

Return Receipt Requested

Highsanta, Inc.

5975 W. Centinela Ave

Los Angeles, CA 90045

Re: Srianath Biswas v. HighSanta Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; Highsanta, Inc.

From: Srianath Biswas, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Srianath Biswas ("Mr. Biswas" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Highsanta Inc, (hereinafter "Highsanta" or "Employer") is a California corporation that gas stations in California. Mr. Biswas began his employment with Employer in or around October 2017 through January 2021.

Mr. Biswas alleges Employer violated various sections of the Labor Code, including sections 226, 226.7, 227.3, 510, 512, 1174, 1194 and 2802, by failing to pay Mr. Biswas and all other aggrieved employees all wages owed, including minimum wage and overtime, failing to provide accurate wage statements and maintain accurate payroll records, and failing to reimburse for necessary business expenses. Mr. Biswas and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Mr. Biswas and other aggrieved employees for all hours worked, in accordance with California law, including both minimum wage and overtime

Employer failed to pay Mr. Biswas and other aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. *Huntington Memorial Hospital v. Superior Court of Los Angeles*, 131 Cal. App. 4th 893 (2005). The Employer had a policy and/or practice of rounding the hours worked by Mr. Biswas and other aggrieved employees, which systematically undercompensated Mr. Biswas and other aggrieved employees. See's *Candy Shops, Inc. v. Superior Court*, (2012) 210 Cal.App.4th 889. Mr. Biswas contends that Employer imposed on Mr. Biswas and other aggrieved employees a time "rounding policy" which was not fair and neutral and which resulted in failure to compensate employees properly for all time actually worked. In addition, Employer failed to compensate Mr. Biswas and other aggrieved employees for time spent donning and doffing Employer's required work uniform. Mr. Biswas and other aggrieved employees were required to be dressed in their uniform prior to clocking in for their shift, and were required to be dressed in their uniform at the time they clocked out for their shift. Accordingly, time spent donning and doffing Employer's uniform was performed without compensation for their time and in violation of Labor Code sections 510, 1194, 1182.12, 1197 and is actionable under Labor Code section 2699.5.

B. Employer failed to provide Mr. Biswas and other aggrieved employees with meal and rest periods, or premium compensation in lieu thereof, in accordance with California law.

Mr. Biswas alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their work. Mr. Biswas alleges that he and other aggrieved employees routinely did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.). Mr. Biswas and other aggrieved employees, never received meal or rest periods and were forced to skip their meal periods approximately every shift.

Due to inadequate staffing and/or failure to schedule meal periods in an overlapping manner as to allow for meal and rest periods in compliance with California law, Mr. Biswas and other aggrieved employees did not receive regularly scheduled meal and rest breaks.

When employees were prevented from taking timely and complete meal and rest periods, they did not receive premium pay as compensation for the missed meal and periods. Mr. Biswas alleges he and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not timely provided or interrupted. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Mr. Biswas and other aggrieved employees compliant wage statements

As a result of Employer's failure to pay all wages owed, as described herein, Employer further failed to keep accurate payroll records and failed to provide Mr. Biswas and other aggrieved employees with complete and accurate itemized wage statements showing the actual hours worked, premium wages earned per pay period, the accurate net and gross wage earned per pay period, and the accurate rate of pay for each hour worked. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

D. Employer failed to reimburse Mr. Biswas and other aggrieved employees for necessary business expenditures

Further, Employer required Mr. Biswas and other aggrieved employees to wash and maintain their work uniforms which contains Employer's designated logo at their own expense. Mr. Biswas alleges that he and his coworkers had to wash their uniforms separate from their personal clothing because of their uniforms were heavily soiled as a result of carrying out their job duties. Employer failed to reimburse Mr. Biswas and other aggrieved employees for the cost of washing and maintaining Employer's uniform which is required as part of their employment. Employer failure to reimburse Mr. Biswas and other aggrieved employees for the cost of washing and maintaining Employer's uniform is in violation of Labor Code section 2802 and therefore is actionable under PAGA.

E. Waiting Time Penalties

As a result of Employer's failure to pay all wages owed as described herein, Employer violated Labor Code sections 201, 202, 203, 204, 206, and 210 due to their uniform policy, practice, and procedure of failing to timely pay all of the above-mentioned wages earned during and after Mr. Biswas and the aggrieved employees' employment with Employer.

F. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Biswas becomes aware of additional compensation owed or losses incurred by him or by any other aggrieved employee of the Employer, Mr. Biswas expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

LABOR AND WORKFORCE DEVELOPMENT AGENCY

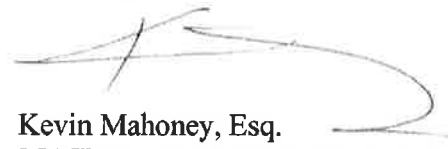
July 22, 2021

Page 4 of 4

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Kevin Mahoney, Esq.
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: kmahoney@mahoney-law.net

Sincerely,

A handwritten signature in black ink, appearing to be 'Kevin Mahoney', written over a horizontal line.

Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC