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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

ALAN CHILDS and EDUARDO GARCIA,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiffs,

v.

DAL CHEM, INC., d/b/a ALEXIS OIL
COMPANY, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CVRI2100684

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR COLLECTION
OF DUE AND UNPAID WAGES**

- (1) Collection of Due and Unpaid
Wages per California Labor Code §
229.
- (2) Violation of California Business &
Professions Code §§ 17200, *et seq.*
- (3) Violation of Labor Code § 2698 *et*
seq. (Private Attorneys General Act
of 2004)

COMES NOW, Plaintiffs ALAN CHILDS and EDUARDO GARCIA (“Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure Section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court also has jurisdiction over this action pursuant to California Labor Code section 229, which allows actions for the collection of due and unpaid wages from any private agreement to arbitrate.

4. This Court has jurisdiction over Defendants because, upon information and belief, Defendants maintain its principle place of business in California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

5. Venue is proper in this Court because, upon information and belief, Defendants maintain its operations and transact business in the State of California, including the County of Riverside. The majority of the acts and omissions alleged herein relating to Plaintiffs took place in the State of California, County of Riverside. Defendants employed Plaintiffs within the State of California, County of Riverside.

PARTIES

6. Plaintiffs ALAN CHILDS and EDUARDO GARCIA are individuals residing in the State of California, County of Riverside.

1 7. Defendant DAL CHEM, INC. d/b/a ALEXIS OIL COMPANY, at all times
2 herein mentioned, was and is, upon information and belief, a California corporation, and at all
3 times herein mentioned, was and is, an employer whose employees are engaged throughout,
4 including the County of Riverside.

5 8. At all times herein relevant, Defendant DAL CHEM, INC. and DOES 1 through
6 100, and each of them, were the agents, partners, joint venturers, joint employers,
7 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each
8 of the other, and at all times relevant hereto were acting within the course and scope of their
9 authority as such agents, partners, joint venturers, joint employers, representatives, servants,
10 employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein
11 were duly committed with the ratification, knowledge, permission, encouragement,
12 authorization, and consent of each defendant designated herein.

13 9. The true names and capacities, whether corporate, associate, individual or
14 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sue
15 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
16 that information and belief allege, that each of the Defendants designated as a DOE is legally
17 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
18 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
19 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
20 capacities when the same have been ascertained.

21 10. Defendants DAL CHEM, INC. and DOES 1 through 100 will hereinafter
22 collectively be referred to as "Defendants."

23 11. Plaintiffs further allege that Defendants directly or indirectly controlled or
24 affected the working conditions, wages, working hours, and conditions of employment of
25 Plaintiffs and the other class members so as to make each of said Defendants employers and
26 employers liable under the statutory provisions set forth herein.

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CLASS ACTION ALLEGATIONS

12. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from August 15, 2016¹ to final judgment.

14. Plaintiffs reserve the right to establish subclasses as appropriate.

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

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs' claims are typical of all other class members' claims as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

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¹ Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Accordingly, Plaintiffs' claims were tolled during that time period.

- 1 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
2 each class member, with whom they have a well-defined community of
3 interest and typicality of claims, as demonstrated herein. Plaintiffs have
4 no interest that is antagonistic to the other class members. Plaintiffs'
5 attorneys, the proposed class counsel, are versed in the rules governing
6 class action discovery, certification, and settlement. Plaintiffs have
7 incurred, and during the pendency of this action will continue to incur,
8 costs and attorneys' fees, that have been, are, and will be necessarily
9 expended for the prosecution of this action for the substantial benefit of
10 each class member.
- 11 d. Superiority: A class action is superior to other available methods for the
12 fair and efficient adjudication of this litigation because individual joinder
13 of all class members is impractical.
- 14 e. Public Policy Considerations: Certification of this lawsuit as a class
15 action will advance public policy objectives. Employers of this great
16 state violate employment and labor laws every day. Current employees
17 are often afraid to assert their rights out of fear of direct or indirect
18 retaliation. However, class actions provide the class members who are
19 not named in the complaint anonymity that allows for the vindication of
20 their rights.

21 16. There are common questions of law and fact as to the class members that
22 predominate over questions affecting only individual members. The following common
23 questions of law or fact, among others, exist as to the members of the class:

- 24 a. Whether Defendants' failure to pay wages, without abatement or
25 reduction, in accordance with the California Labor Code, was willful;
- 26 b. Whether Defendants had a corporate policy and practice of failing to pay
27 their hourly-paid or non-exempt employees within the State of California
28 for all hours worked, in violation of California law;

- 1 c. Whether Defendants required Plaintiffs and the other class members to
2 work over eight (8) hours per day and/or over forty (40) hours per week
3 and failed to pay the legally required overtime compensation to Plaintiff
4 and the other class members;
- 5 d. Whether Defendants deprived Plaintiffs and the other class members of
6 meal and/or rest periods or required Plaintiffs and the other class
7 members to work during meal and/or rest periods without compensation;
- 8 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
9 other class members for all hours worked;
- 10 f. Whether Defendants' conduct was willful or reckless;
- 11 g. Whether Defendants engaged in unfair business practices in violation of
12 California Business & Professions Code sections 17200, *et seq.*;
- 13 h. The appropriate amount of damages, restitution, and/or monetary
14 penalties resulting from Defendants' violation of California law; and
- 15 i. Whether Plaintiffs and the other class members are entitled to
16 compensatory damages pursuant to the California Labor Code.

17 **GENERAL ALLEGATIONS**

18 17. At all relevant times set forth herein, Defendants employed Plaintiffs and other
19 persons as non-exempt employees within the State of California.

20 18. Defendants, jointly and severally, employed Plaintiff Childs as hourly-paid,
21 non-exempt employee during the relevant statutory period in the State of California, County of
22 Riverside.

23 19. Defendants, jointly and severally, hired Plaintiffs and the other class members
24 and classified them as hourly-paid, non-exempt employees, and failed to compensate them for
25 all hours worked, including minimum wage and overtime.

26 20. Defendants had the authority to hire and terminate Plaintiffs and the other class
27 members; to set work rules and conditions governing Plaintiffs and the other class members'
28 employment; and to supervise their daily employment activities.

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

4 22. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
5 class members.

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

8 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 engaged in a policy and practice of wage abuse against their hourly-paid or non-exempt
10 employees within the State of California. This scheme involved, inter alia, failing to pay them
11 for all hours worked, missed meal periods, and missed rest breaks in violation of California
12 law.

13 25. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 knew or should have known that Plaintiffs and the other class members were entitled to receive
15 certain due and unpaid wages for overtime compensation and that they were not receiving
16 wages for overtime compensation.

17 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other class members were entitled to receive
19 at least minimum wages for compensation and that they were not receiving at least minimum
20 wages for all hours worked.

21 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that Plaintiffs and the other class members were entitled to receive
23 all meal periods or payment of one additional hour of pay at Plaintiffs and the other class
24 members' regular rate of pay when a meal period was missed, and they did not receive all meal
25 periods or payment of one additional hour of pay at Plaintiffs and the other class members'
26 regular rate of pay when a meal period was missed.

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1 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members were entitled to receive
3 all rest periods or payment of one additional hour of pay at Plaintiffs and the other class
4 members' regular rate of pay when a rest period was missed, and they did not receive all rest
5 periods or payment of one additional hour of pay at Plaintiffs and the other class members'
6 regular rate of pay when a rest period was missed.

7 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knew or should have known that they had a duty to compensate Plaintiff and the other class
9 members pursuant to California law, and that Defendants had the financial ability to pay such
10 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
11 represented to Plaintiffs and the other class members that they were properly denied wages, all
12 in order to increase Defendants' profits.

13 30. At all material times set forth herein, Defendants failed to pay overtime wages
14 to Plaintiffs and the other class members for all hours worked. Plaintiffs and the other class
15 members were required to work more than eight (8) hours per day and/or forty (40) hours per
16 week without overtime compensation.

17 31. At all material times set forth herein, Defendants failed to pay Plaintiffs and the
18 other class members at least minimum wages for all hours worked.

19 32. At all material times set forth herein, Defendants failed to pay Plaintiffs and the
20 other class members all overtime wages owed to them.

21 33. At all material times set forth herein, Defendants failed to provide the requisite
22 uninterrupted and timely meal and rest periods to Plaintiffs and other class members.

23 34. At all material times set forth herein, Defendants failed to properly compensate
24 Plaintiffs and the other class members pursuant to California law in order to increase
25 Defendants' profits.

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

1 **FIRST CAUSE OF ACTION**

2 **(Collection of Due and Unpaid Wages)**

3 **(Against DAL CHEM, INC. and DOES 1 through 100)**

4 36. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
5 through 35, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 **Failure to Pay Minimum Wage**

8 37. During the relevant time period set forth herein, California Labor Code sections
9 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the
10 payment of a lesser wage than the minimum so fixed, is unlawful.

11 38. During the relevant time period, Defendants failed to pay minimum wages to
12 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
13 1194, 1197, and 1197.1.

14 39. Defendants' failure to pay Plaintiffs and the other class members the minimum
15 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
16 those sections, Plaintiffs and the other class members are entitled to recover the unpaid balance
17 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
18 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

19 **Failure to Pay Overtime**

20 40. California Labor Code section 1198 and the applicable Industrial Welfare
21 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
22 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
23 rate of pay, depending on the number of hours worked by the person on a daily or weekly
24 basis.

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1 41. Specifically, the applicable IWC Wage Order provides that Defendants are and
2 were required to pay Plaintiffs and the other class members employed by Defendants, and
3 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
4 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
5 than forty (40) hours in a workweek.

6 42. The applicable IWC Wage Order further provides that Defendants are and were
7 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
8 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

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

15 44. During the relevant time period, Plaintiffs and the other class members worked
16 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

17 45. During the relevant time period, Defendants intentionally and willfully failed to
18 pay overtime wages owed to Plaintiffs and the other class members as required by California
19 law.

20 46. Defendants' failure to pay Plaintiffs and the other class members the unpaid
21 balance of overtime compensation, as required by California laws, violates the provisions of
22 California Labor Code sections 510 and 1198, and is therefore unlawful.

23 47. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
24 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
25 attorneys' fees.

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1 **Failure to Pay Meal Premiums**

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

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

11 50. During the relevant time period, the applicable IWC Wage Order and California
12 Labor Code section 512(a) further provide that an employer may not require, cause, or permit
13 an employee to work for a work period of more than ten (10) hours per day without providing
14 the employee with a second uninterrupted meal period of not less than thirty (30) minutes,
15 except that if the total hours worked is no more than twelve (12) hours, the second meal period
16 may be waived by mutual consent of the employer and the employee only if the first meal
17 period was not waived.

18 51. During the relevant time period, Plaintiffs and the other class members who
19 were scheduled to work for a period of time no longer than six (6) hours, and who did not
20 waive their legally-mandated meal periods by mutual consent, were required to work for
21 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
22 (30) minutes and/or without a rest period.

23 52. During the relevant time period, Plaintiffs and the other class members who
24 were scheduled to work for a period of time no longer than twelve (12) hours, and who did not
25 waive their legally-mandated meal periods by mutual consent, were required to work for
26 periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty
27 (30) minutes and/or without a rest period.

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53. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

54. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of twelve (12) hours were required to work for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

55. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

56. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

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

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

Failure to Pay Rest Premiums

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

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

7 61. During the relevant time period, Defendants required Plaintiffs and the other
8 class members to work four (4) or more hours without authorizing or permitting a ten (10)
9 minute rest period per each four (4) hour period worked.

10 62. During the relevant time period, Defendants willfully required Plaintiffs and the
11 other class members to work during rest periods and failed to pay Plaintiffs and the other class
12 members the full rest period premium for work performed during rest periods.

13 63. During the relevant time period, Defendants failed to pay Plaintiffs and the other
14 class members the full rest period premium due pursuant to California Labor Code section
15 226.7

16 64. Defendants’ conduct violates applicable IWC Wage Orders and California
17 Labor Code section 226.7.

18 65. Pursuant to the applicable IWC Wage Orders and California Labor Code section
19 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one
20 additional hour of pay at the employees’ regular hourly rate of compensation for each workday
21 that the rest period was not provided.

22 66. Plaintiffs and the other class members seek these due and unpaid wages
23 pursuant to California Labor Code section 229, which includes minimum wage, overtime
24 wages and premium wages.

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1 **SECOND CAUSE OF ACTION**

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

3 **(Against DAL CHEM, INC. and DOES 1 through 100)**

4 67. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
5 through 66, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

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

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

14 70. A violation of California Business & Professions Code section 17200, *et seq.*
15 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
16 policy and practice of requiring employees, including Plaintiffs and the other class members, to
17 work overtime and minimum wage without paying them due wages in violation of California
18 Labor Codes including but not limited to Labor Code sections 510, 1194, and 1198.
19 Additionally, Defendants' policy and practice of requiring Plaintiffs and the other class
20 members, to work through their meal and rest periods without paying them proper
21 compensation violate California Labor Code sections 226.7 and 512(a). These violations of
22 California law for due and unpaid wages can be maintained pursuant to California Labor Code
23 section 229. As a result of the herein described violations of California law, Defendants
24 unlawfully gained an unfair advantage over other businesses.

25 71. Plaintiffs and the other class members have been personally injured by
26 Defendants' unlawful business acts and practices as alleged herein, including but not
27 necessarily limited to the loss of money and/or property.

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

THIRD CAUSE OF ACTION

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

(Against DAL CHEM, INC., and DOES 1 through 100)

73. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 72, and each and every part thereof with the same force and effect as though fully set forth herein.

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

75. Plaintiff Childs provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code he contends were violated, and the theories supporting his contentions. The LWDA failed to respond to Plaintiff Childs' notice. Therefore, Plaintiff Childs exhausted his administrative remedies and may bring this claim.

76. Plaintiff Childs and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California Labor Code § 2699(c) in that they are all current and former hourly-paid or non-exempt employees of Defendants within the State of California who worked for Defendants during the relevant time period, and one or more of the alleged violations was committed against them.

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

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

6 85. At all times relevant herein, Defendants were required to keep *accurate* records
7 regarding their California employees pursuant to the mandate of Labor Code §§ 226, 1174 and
8 1776.

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

15 **Failure to Reimburse Business Expenses**

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

20 88. As a policy and practice, Defendants failed to reimburse Plaintiff Childs and the
21 other aggrieved current and former employees for all business expenses incurred and owing them
22 within the required time period.

23 **Penalties**

24 89. Pursuant to California Labor Code § 2699, Plaintiff, individually, and on behalf of
25 the other current and former aggrieved employees, requests and is entitled to recover from
26 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but
27 not limited to:

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- 1 a. Penalties under California Labor Code § 2699 in the amount of a hundred dollars
2 (\$100) for each aggrieved employee per pay period for the initial violation, and
3 two hundred dollars (\$200) for each aggrieved employee per pay period for each
4 subsequent violation;
- 5 b. Penalties under California Code of Regulations Title 8 § 11040 in the amount of
6 fifty dollars (\$50) for each aggrieved employee per pay period for the initial
7 violation, and one hundred dollars (\$100) for each aggrieved employee per pay
8 period for each subsequent violation;
- 9 c. Penalties under California Labor Code § 210 in addition to, and entirely
10 independent and apart from, any other penalty provided in the California Labor
11 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per
12 pay period for the initial violation, and two hundred dollars (\$200) for each
13 aggrieved employee per pay period for each subsequent violation;
- 14 d. Penalties under Labor Code § 1197.1 in the amount of a hundred dollars (\$100)
15 for each aggrieved employee per pay period for the initial violation, and two
16 hundred fifty dollars (\$250) for each aggrieved employee per pay period for each
17 subsequent violation;
- 18 e. Any and all additional penalties as provided by the Labor Code and/or other
19 statutes; and
- 20 f. Attorneys' fees and costs pursuant to Labor Code §§ 1194, and 2699, and any
21 other applicable statute.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the
24 general public similarly situated, prays for relief and judgment against Defendants, jointly and
25 severally, as follows:

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Class Certification

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

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 510, 1194, and 1198 and applicable IWC Wage Orders by willfully failing to pay all wages due and owing to Plaintiffs and the other class members;
6. For general unpaid wages at minimum wage rates or overtime wage rates, and such general and special damages as may be appropriate;
7. For premium wages pursuant to California Labor Code section 226.7(b);
8. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code sections 218.5 and 1194; and
10. For such other and further relief as the court may deem just and proper.

As to the Second Cause of Action

11. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code section 17200, *et seq.* by failing to provide Plaintiffs and the other class members all minimum wage, overtime wage, and premium wage compensation due to them.
12. For restitution of unpaid wages to Plaintiffs and the other class members and all pre-judgment interest from the day such amounts were due and payable;

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

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

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

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

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

12 17. Upon the Cause of Action, for civil penalties pursuant to statute as set forth in
13 Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code §§ 201, 202, 203, 204,
14 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802.

15 18. Upon the Cause of Action, for costs and attorneys' fees pursuant to Labor Code §§
16 1194 and 2699, and any other applicable statute; and

17 19. For such other and further relief the court may deem just and proper.

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19 Dated: September 23, 2021

JUSTICE LAW CORPORATION

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22 By: 

Douglas Han
Shunt Tatavos-Gharajeh
Chancellor D. Nobles
Attorneys for Plaintiffs

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

Attorney(s) for Defendant Dal Chem, Inc. dba Alexis Oil Company

As follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

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


Jillian Kislow

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On October 4, 2021, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR COLLECTION OF DUE AND UNPAID WAGES

for the following case:	Childs v. Dal Chem, Inc.
LWDA/Court Case No.:	LWDA Case No.: CM-837960-21
	Court Case No.: CVRI2100684
	Riverside County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on October 4, 2021, at Pasadena, California.


Jillian Kislow