

FILED
MAR 23 2022

K. BIEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

By _____
T. Schrader, Deputy Clerk

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PER LOCAL RULE, THIS
CASE IS ASSIGNED TO
DEPT. 39, FOR ALL
PURPOSES

Attorneys for Plaintiff Socorro Mata Cruz on behalf of herself
and on behalf of all persons similarly situated, and on behalf of herself, the
Labor Workforce Development Agency, and similarly situated aggrieved
current and former employees

SUMMONS ISSUED

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA – UNLIMITED JURISDICTION

C22 - 00538

SOCORRO MATA CRUZ on behalf of
herself and on behalf of all persons
similarly situated, and on behalf of herself,
the Labor Workforce Development Agency,
and similarly situated aggrieved current and
former employees

Plaintiff

vs.

RTSF PETRO VENTURES, INC., doing
business as SUPERSTATION CAR
WASH; RAYMOND YU, an individual;
and TIM YU, an individual; and DOES 1-
20 inclusive

Defendants

) Case Number:
)
) CLASS ACTION AND REPRESENTATIVE
) ACTION COMPLAINT
)
) (1) FAILURE TO PROVIDE MEAL
) PERIODS
) (2) FAILURE TO PROVIDE REST PERIODS
) (3) FAILURE TO PAY WAGES
) (4) FAILURE TO PAY REPORTING TIME
) WAGES
) (5) FAILURE TO PROVIDE ACCURATE
) WAGE STATEMENTS
) (6) VIOLATION OF BUSINESS AND
) PROFESSIONS CODE, AND
) (7) VIOLATION OF PRIVATE
) ATTORNEYS GENERAL ACT
)
) DEMAND FOR JURY TRIAL

1 Plaintiff Socorro Mata Cruz, on behalf of herself and on behalf of all persons similarly
2 situated, and on behalf of herself, the Labor Workforce Development Agency, and similarly situated
3 aggrieved current and former employees, complains and alleges the following:

4 **Introduction**

5 1. This is a class action pursuant to Code of Civil Procedure section 382 by Plaintiff
6 Socorro Mata Cruz, on behalf of herself and a proposed Class, against her employer, RTSF Petro
7 Ventures, Inc., doing business as SuperStation Car Wash, and a representative action pursuant to the
8 Private Attorneys General Act of 2004, Labor Code section 2698 et seq., by Plaintiff, on behalf of
9 herself, the Labor Workforce Development Agency and other aggrieved current and former
10 employees, against RTSF Petro Ventures, Inc., Raymond Yu, and Tim Yu.

11 **The Parties**

12 2. Plaintiff Socorro Mata Cruz is an adult female who worked for Defendant RTSF
13 Petro Ventures, Inc.

14 3. Defendant RTSF Petro Ventures, Inc. is a California corporation, doing business as
15 SuperStation Car Wash. Plaintiff is informed and believes and on that basis alleges that RTSF Petro
16 Ventures, Inc.'s principal place of business is in Fremont, California.

17 4. Defendant Raymond Yu is the Chief Executive Officer, Secretary, Chief Financial
18 Officer, and a Director of RTSF Petro Ventures, Inc.

19 5. Defendant Tim Yu is a Director of RTSF Petro Ventures, Inc.

20 6. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as
21 DOES 1 through 20, and therefore sues the Defendants by such fictitious names. Plaintiff will
22 amend this complaint to allege their true names and capacities when they are ascertained. Plaintiff is
23 informed and believes and thereon alleges that each of the fictitiously named Defendant is
24 responsible in some manner for the wrongful conduct herein alleged, and that Plaintiff's alleged
25 damages as herein alleged were proximately caused by that conduct.

26 7. Defendants at all times mentioned were the agents and the employees of their
27 codefendants and in doing the things hereinafter alleged were acting within the course and scope of
28 such agency and with the permission and consent of their codefendants.

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9. Venue is proper in this court because RTSF Petro Ventures, Inc. conducts business in the County of Contra Costa and because many of the facts of this action occurred in the County of Contra Costa.

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1 Ventures, Inc.'s actions violated Labor Code sections 226.7, subdivision (b), and 512, Industrial
2 Welfare Commission Wage Order Number 9, paragraph 11, and 8 California Code of Regulations
3 section 11090, paragraph 11.

4 14. Because it failed to provide Plaintiff and other similarly situated current and former
5 employees meal periods in accordance with state law, RTSF Petro Ventures, Inc. was required to pay
6 Plaintiff and other similarly situated current and former employees an additional hour of pay at the
7 regular rate of compensation for each workday in which a meal period violation occurred. RTSF
8 Petro Ventures, Inc. failed to pay Plaintiff an additional hour of pay at the regular rate of
9 compensation for each workday in which a meal period violation occurred, in violation of Labor
10 Code section 226.7, subdivision (c), Industrial Welfare Commission Wage Order Number 9,
11 paragraph 11, and 8 California Code of Regulations section 11090, paragraph 11. Plaintiff is
12 informed and believes and on that basis alleges that RTSF Petro Ventures, Inc. failed to pay other
13 similarly situated current and former employees an additional hour of pay at the regular rate of
14 compensation for each workday in which a meal period violation occurred, in violation of Labor
15 Code section 226.7, subdivision (c), Industrial Welfare Commission Wage Order Number 9,
16 paragraph 11, and 8 California Code of Regulations section 11090, paragraph 11.

17 15. RTSF Petro Ventures, Inc. failed to authorize and permit Plaintiff to take rest periods,
18 which, insofar as practicable, were in the middle of four hours of work or major fraction thereof.
19 Plaintiff is informed and believes and on that basis alleges that RTSF Petro Ventures, Inc. failed to
20 authorize and permit other similarly situated current and former employees to take rest periods,
21 which, insofar as practicable, were in the middle of four hours of work or major fraction thereof.
22 RTSF Petro Ventures, Inc.'s actions violated Labor Code sections 226.7, subdivision (b), Industrial
23 Welfare Commission Wage Order Number 9, paragraph 12, and 8 California Code of Regulations
24 section 11090, paragraph 12.

25 16. Because it failed to authorize and permit Plaintiff and other similarly situated current
26 and former employees to take rest periods which, insofar as practicable, were in the middle of four
27 hours of work or major fraction thereof, RTSF Petro Ventures, Inc. was required to pay Plaintiff and
28 other similarly situated current and former employees an additional hour of pay at the regular rate of

1 compensation for each workday in which a rest period violation occurred. RTSF Petro Ventures,
2 Inc. failed to pay Plaintiff an additional hour of pay at the employee's regular rate of compensation
3 for each workday in which a rest period violation occurred, in violation of Labor Code section 226.7,
4 subdivision (c), Industrial Welfare Commission Wage Order Number 9, paragraph 12, and 8
5 California Code of Regulations section 11090, paragraph 12. Plaintiff is informed and believes and
6 on that basis alleges that RTSF Petro Ventures, Inc. failed to pay other similarly situated current and
7 former employees an additional hour of pay at the employee's regular rate of compensation for each
8 workday in which a rest period violation occurred, in violation of Labor Code section 226.7,
9 subdivision (c), Industrial Welfare Commission Wage Order Number 9, paragraph 12, and 8
10 California Code of Regulations section 11090, paragraph 12.

11 17. On the occasions in which RTSF Petro Ventures, Inc. instructed Plaintiff to return to
12 work before the completion of her meal period, RTSF Petro Ventures, Inc. failed to pay Plaintiff
13 wages for time worked during her meal period, in violation of Labor Code sections 204, 1194, and
14 1197, Industrial Welfare Commission Wage Order Number 9, paragraphs 4 and 11, and 8 California
15 Code of Regulations section 11090, paragraphs 4 and 11. Plaintiff is informed and believes and on
16 that basis alleges that on the occasions in which RTSF Petro Ventures, Inc. instructed other similarly
17 situated current and former employees to return to work before the completion of her meal period,
18 RTSF Petro Ventures, Inc. failed to pay other similarly situated current and former employees wages
19 for time worked during her meal period, in violation of Labor Code sections 204, 1194, and 1197,
20 Industrial Welfare Commission Wage Order Number 9, paragraphs, 4 and 11, and 8 California Code
21 of Regulations section 11090, paragraphs 4 and 11.

22 18. On occasion, RTSF Petro Ventures, Inc. instructed Plaintiff to leave her scheduled
23 shift early, before she had completed half of her scheduled shift, due to the lack of customers.
24 Plaintiff is informed and believes that RTSF Petro Ventures, Inc. also instructed other similarly
25 situated current and former employees to leave their shifts before completing half of their scheduled
26 shifts. On those occasions, RTSF Petro Ventures, Inc. had an obligation to pay Plaintiff and other
27 similarly situated current and former employees reporting time wages, i.e., half of their usual or
28 scheduled day's work, but in no event for less than two hours nor more than four hours, at their

1 regular rate of pay. RTSF Petro Ventures, Inc. failed to pay Plaintiff reporting time wages, in
2 violation of Labor Code sections 204, 1194, and 1197, Industrial Welfare Commission Wage Order
3 Number 9, paragraph 5, and 8 California Code of Regulations section 11090, paragraph 5. Plaintiff
4 is informed and believes and on that basis alleges that RTSF Petro Ventures, Inc. failed to pay other
5 similarly situated current and former employees reporting time wages, in violation of
6 Labor Code sections 204, 1194, and 1197, Industrial Welfare Commission Wage Order Number 9,
7 paragraph 5, and 8 California Code of Regulations section 11090, paragraph 5.

8 19. RTSF Petro Ventures, Inc. issued wage statements to Plaintiff once a week which
9 were inaccurate in that the wage statements did not provide an additional hour of pay at the regular
10 rate of compensation for each meal period violation, did not provide an additional hour of pay at the
11 regular rate of compensation for each workday in which a rest break violation occurred, did not
12 provide payment of the minimum wage, and did not provide reporting time wages, in violation of
13 Labor Code section 226, Industrial Welfare Commission Wage Order Number 9, paragraph 7,
14 and 8 California Code of Regulations section 11090, paragraph 7. Plaintiff is informed and believes
15 and on that basis alleges that RTSF Petro Ventures, Inc. issued wage statements to other similarly
16 situated current and former employees once a week which were inaccurate in that the wage
17 statements did not provide an additional hour of pay at the regular rate of compensation for each
18 meal period violation, did not provide an additional hour of pay at the regular rate of compensation
19 for each workday in which a rest break violation occurred, did not provide payment of the minimum
20 wage, and did not provide reporting time wages, in violation of Labor Code section 226,
21 Industrial Welfare Commission Wage Order Number 9, paragraph 7, and 8 California Code of
22 Regulations section 11090, paragraph 7.

23 **Class Action Allegations**

24 20. Plaintiff brings claims for violations of the California Labor Code, 8 California Code
25 of Regulations section 11090, Industrial Welfare Commission Wage Order Number 9, and the
26 California Business and Professions Code on behalf of herself and the following Classes of similarly
27 situated persons:

28 a. Meal Break Class: All current and former car washers and car detailers whom

1 RTSF Petro Ventures, Inc. did not provide meal periods at any time during the period beginning four
2 years prior to the date of filing of this action and through the date of trial.

3 b. Rest Period Class: All current and former car washers and car detailers whom
4 RTSF Petro Ventures, Inc. did not authorize and permit to take rest periods and whom RTSF Petro
5 Ventures, Inc. failed to pay an additional hour of pay at the regular rate of compensation for each
6 workday in which a rest break violation occurred at any time during the period beginning four years
7 prior to the date of filing of this action and through the date of trial.

8 c. Unpaid Wages Class: All current and former car washers and car detailers
9 whom RTSF Petro Ventures, Inc. failed to pay wages for time worked during their meal period at
10 any time during the period beginning four years prior to the date of filing of this action and through
11 the date of trial.

12 d. Reporting Time Wages Class: All current and former car washers and car
13 detailers whom RTSF Petro Ventures, Inc. failed to pay reporting time wages at any time during the
14 period beginning four years prior to the date of filing of this action and through the date of trial.

15 e. Wage Statement Class: All current and former car washers and car detailers
16 whom RTSF Petro Ventures, Inc. issued inaccurate wage statements at any time during the period
17 beginning four years prior to the date of filing of this action and through the date of trial.

18 (References herein to “the Class” or “Class Members” is inclusive of the Meal Break Class, Rest
19 Period Class, Unpaid Wages Class, Reporting Time Wages Class, and Wage Statement Class.)

20 21. This Class Action meets the statutory prerequisites for the maintenance of a Class
21 Action as set forth in Code of Civil Procedure section 382 in that:

22 a. Numerosity - The Class for whose benefit this action is brought is so
23 numerous that joinder of all Class Members is impracticable and the disposition of their claims will
24 benefits the parties and the court. Plaintiff is informed and believes and on that basis alleges that
25 there are at least fifty Class Members and that RTSF Petro Ventures, Inc. knows the names and
26 addresses of the Class Members.

27 b. Commonality - There are questions of law and fact common to the Class that
28 are answerable on a common basis, and these questions predominate over individual questions. The

1 questions of law and fact common to the Class, include without limitation:

2 i. Whether RTSF Petro Ventures, Inc. failed to provide car washers and
3 car detailers meal periods in violation of Labor Code sections 226.7, subdivision (b), and 512,
4 Industrial Welfare Commission Wage Order Number 9, paragraph 11, and 8 California Code of
5 Regulations section 11090, paragraph 11.

6 ii. Whether RTSF Petro Ventures, Inc. failed to authorize and permit car
7 washers and car detailers to take rest periods which, insofar as practicable, were in the middle of
8 four hours of work or major fraction thereof, in violation of Labor Code sections 226.7, subdivision
9 (b), Industrial Welfare Commission Wage Order Number 9, paragraph 12, and 8 California Code of
10 Regulations section 11090, paragraph 12.

11 iii. Whether RTSF Petro Ventures, Inc. failed to pay car washers and car
12 detailers wages for time worked during their meal period, in violation of Labor Code sections 204,
13 1194, and 1197, Industrial Welfare Commission Wage Order Number 9, paragraphs 4 and 11, and 8
14 California Code of Regulations section 11090, paragraphs 4 and 11.

15 iv. Whether RTSF Petro Ventures, Inc. failed to pay car washers and car
16 dealers reporting time wages, in violation of Labor Code sections 204, 1194, and 1197, Industrial
17 Welfare Commission Wage Order Number 9, paragraph 5, and 8 California Code of Regulations
18 section 11090, paragraph 5.

19 v. Whether RTSF Petro Ventures, Inc. issued wages statements to car
20 washers and car detailers which were inaccurate in violation of Labor Code section 226, Industrial
21 Welfare Commission Wage Order Number 9, paragraph 7, and 8 California Code of Regulations
22 section 11090, paragraph 7.

23 vi. Whether RTSF Petro Ventures, Inc. violated Business and Professions
24 Code section 17200 et seq. by violating Labor Code sections 204, 226, 226.7, subdivision (b)-(c),
25 512, 1194, 1197, and 1197.1, Industrial Welfare Commission Wage Order Number 9, paragraphs 4,
26 5, 7, 11, and 12, and 8 California Code of Regulations section 11090, paragraphs 4, 5, 7, 11, and 12.

27 c. Typicality - Plaintiff's claims are typical of the claims of the Class she seeks
28 to represent. As set forth herein, RTSF Petro Ventures, Inc.'s common course of conduct causes

1 Plaintiff and other similarly situated current and former employees the same or similar injuries or
2 damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the
3 Class.

4 d. Adequacy - Plaintiff will fairly and adequately represent the interests of all
5 members of the Class she seeks to represent. Plaintiff is a member of the Class she seeks to
6 represent, does not have any conflicts of interest with the putative Class, will prosecute the case
7 vigorously on behalf of the Class, and has already devoted time and resources to the initial
8 investigation of these claims. Plaintiff's attorneys are competent and experienced in litigation of
9 employment actions, including wage and hour claims, and are versed in the rules governing class
10 action, discovery, certification, and settlement.

11 e. Superiority of Class Action - A class action is superior to other available
12 methods for the fair and efficient adjudication of this controversy. Because the damages suffered by
13 certain individual members of the Class may be relatively small, the expense and burden of
14 individual litigation make it impracticable for Class Members to pursue their claims separately.
15 Class action treatment will allow those similarly situated persons to litigate their claims in the
16 manner that is most efficient and economical for the parties and the judicial system. Class action
17 treatment will also avoid inconsistent outcomes because the same issues can be adjudicated in the
18 same manner for all members of the Class.

19 22. The Class Period is designated as the time from four years prior to the filing of this
20 complaint through the class period cutoff date.

21 Damages

22 23. As a direct, foreseeable, and proximate result of RTSF Petro Ventures, Inc.'s conduct,
23 Plaintiff and other similarly situated current and former employees are owed an additional hour of
24 pay at the regular rate of compensation for each workday in which a meal period violation occurred,
25 an additional hour of pay at the regular rate of compensation for each workday in which a rest period
26 violation occurred, wages for time worked during their meal period, reporting time wages, damages
27 for failure to provide accurate wages statements, statutory penalties, statutory interest, and other
28 penalties under California law. The precise amount of these damages will be proved at trial.

First Cause of Action
Failure to Provide Meal Periods
[Against RTSF Petro Ventures, Inc. and DOES 1 through 20]

24. Plaintiff, on behalf of herself and Class Members, incorporates the allegations contained in paragraphs 1 through 23 as though fully set forth herein.

25. RTSF Petro Ventures, Inc. interrupted Plaintiff and Class Members' 30 minute meal breaks and/or did not provide Plaintiff and Class Members with a meal period before the start of the sixth hour of their shift, in violation of Labor Code sections 226.7, subdivision (b), and 512, Industrial Welfare Commission Wage Order Number 9, paragraph 11, and 8 California Code of Regulations section 11090, paragraph 11.

26. Labor Code section 226.7, subdivision (c), Industrial Welfare Commission Wage Order Number 9, paragraph 11, and 8 California Code of Regulations section 11090, paragraph 11, require an employer to pay an additional hour of pay at the regular rate of compensation for each workday in which a meal period violation occurred.

27. RTSF Petro Ventures, Inc. failed to pay Plaintiff and Class Members an additional hour of pay at the regular rate of compensation for each workday in which a rest break violation occurred.

28. RTSF Petro Ventures, Inc.'s conduct violated Labor Code sections 226.7, subdivision (b)-(c), and 512, Industrial Welfare Commission Wage Order Number 9, paragraph 11, and 8 California Code of Regulations section 11090, paragraph 11. As a result, RTSF Petro Ventures, Inc. is liable to Plaintiff and Class Members for an additional hour of pay at the regular rate of compensation for each workday in which a meal period violation occurred, including interest thereon, reasonable attorneys' fees, and costs of the action, pursuant to Labor Code section 226.7, subdivision (c), Industrial Welfare Commission Wage Order Number 9, paragraph 11, and 8 California Code of Regulations section 11090, paragraph 11, and as otherwise provided by law.

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**Second Cause of Action
Failure to Provide Rest Periods
[Against RTSF Petro Ventures, Inc. and DOES 1 through 20]**

29. Plaintiff, on behalf of herself and Class Members, incorporates the allegations contained in paragraphs 1 through 23 as though fully set forth herein.

30. RTSF Petro Ventures, Inc. failed to authorize and permit Plaintiff and Class Members to take rest periods which, insofar as practicable, were in the middle of four hours of work or major fraction thereof, in violation of Labor Code sections 226.7, subdivision (b), Industrial Welfare Commission Wage Order Number 9, paragraph 12, and 8 California Code of Regulations section 11090, paragraph 12.

31. Labor Code section 226.7, subdivision (c), 8 California Code of Regulations section 11090, paragraph 12, and Industrial Welfare Commission Wage Order Number 9, paragraph 12, require an employer to pay an additional hour of pay at the regular rate of compensation for each workday in which a rest break violation occurred.

32. RTSF Petro Ventures, Inc. failed to pay Plaintiff and Class Members an additional hour of pay at the regular rate of compensation for each workday in which a rest break violation occurred.

33. RTSF Petro Ventures, Inc.'s conduct violated Labor Code section 226.7, 8 California Code of Regulations section 11090, paragraph 12, and Industrial Welfare Commission Wage Order Number 9, paragraph 12. As a result, RTSF Petro Ventures, Inc. is liable to Plaintiff and Class Members for an additional hour of pay at the regular rate of compensation for each workday in which a rest break violation occurred, including interest thereon, reasonable attorneys' fees, and costs of the action, pursuant to Labor Code section 226.7, 8 California Code of Regulations section 11090, paragraph 12, and Industrial Welfare Commission Wage Order Number 9, paragraph 12.

**Third Cause of Action
Failure to Pay Wages
[Against RTSF Petro Ventures, Inc. and DOES 1 through 20]**

34. Plaintiff, on behalf of herself and Class Members, incorporates the allegations contained in paragraphs 1 through 23 as though fully set forth herein.

35. RTSF Petro Ventures, Inc. failed to pay wages to Plaintiff and Class Members for time worked before the completion of their meal period, in violation of Labor Code sections 204, 1194, and 1197, Industrial Welfare Commission Wage Order Number 9, paragraphs, 4 and 11, and 8 California Code of Regulations section 11090, paragraphs 4 and 11. As a result, RTSF Petro Ventures, Inc. is liable to Plaintiff and Class Members for unpaid wages, including interest thereon, reasonable attorneys' fees, and costs of the action, pursuant to of Labor Code sections 204, 1194, 1197, and 1197.1, Industrial Welfare Commission Wage Order Number 9, paragraphs, 4 and 11, and 8 California Code of Regulations section 11090, paragraphs 4 and 11.

Fourth Cause of Action
Failure to Pay Reporting Time Wages
[Against RTSF Petro Ventures, Inc. and DOES 1 through 20]

36. Plaintiff, on behalf of herself and Class Members, incorporates the allegations contained in paragraphs 1 through 23 as though fully set forth herein.

37. RTSF Petro Ventures, Inc. failed to pay Plaintiff and Class Members reporting time wages, i.e., half of their usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at their regular rate of pay on the occasions in which RTSF Petro Ventures, Inc. instructed them to leave before completion of half of their scheduled shift, in violation of in violation of Labor Code sections 204, 1194, and 1197, Industrial Welfare Commission Wage Order Number 9, paragraph 5, and 8 California Code of Regulations section 11090, paragraph 5. As a result, RTSF Petro Ventures, Inc. is liable to Plaintiff and Class Members for unpaid reporting time wages, including interest thereon, reasonable attorneys' fees, and costs of the action, pursuant to Labor Code sections 204, 1194, 1197, and 1197.1, Industrial Welfare Commission Wage Order Number 9, paragraph 5, and 8 California Code of Regulations section 11090, paragraph 5.

Fifth Cause of Action
Failure to Provide Accurate Wage Statements
[Against RTSF Petro Ventures, Inc. and DOES 1 through 20]

38. Plaintiff, on behalf of herself and Class Members, incorporates the allegations contained in paragraphs 1 through 23 as though fully set forth herein.

39. Labor Code section 226, subdivision (a), 8 California Code of Regulations section

1 11090, paragraph 7, and Industrial Welfare Commission Wage Order Number 9, paragraph 7 require
2 employers, at the time of each payment of wages, to furnish each employee with an accurate
3 itemized wage statement. Labor Code section 226, subdivision (e), provides that if an employer
4 knowingly and intentionally fails to provide an accurate itemized wage statement, then the employee
5 is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial violation
6 and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars (\$4000),
7 and an award of reasonable attorneys' fees and costs of the action.

8 40. RTSF Petro Ventures, Inc. knowingly and intentionally failed to furnish Plaintiff and
9 Class Members with timely, itemized accurate wage statements as required by Labor Code section
10 226, subdivision (a), 8 California Code of Regulations section 11090, paragraph 7, and Industrial
11 Welfare Commission Wage Order Number 9, paragraph 7. As a result, RTSF Petro Ventures, Inc. is
12 liable to Plaintiff and Class Members for the amounts provided by Labor Code section 226,
13 subdivision (e), and an award of reasonable attorneys' fees and costs of the action, pursuant to Labor
14 Code section 226, subdivision (e) and as otherwise provided by law.

15 **Sixth Cause of Action**
16 **Violation of Unfair Competition Law**
17 **[Against RTSF Petro Ventures, Inc. and DOES 1 through 20]**

18 41. Plaintiff, on behalf of herself and Class Members, incorporates paragraphs 1 through
19 40 as through fully stated herein.

20 42. Business and Professions Code section 17200 et seq. prohibits businesses from
21 engaging in unlawful, unfair, or fraudulent acts or practices. RTSF Petro Ventures, Inc.'s failure to
22 provide meal periods and failure to pay an additional hour of pay at the regular rate of compensation
23 for each workday in which a meal period violation occurred, failure to provide rest periods and
24 failure to pay an additional hour of pay at the regular rate of compensation for each workday in
25 which a rest period violation occurred, failure to pay wages, failure to pay reporting time wages, and
26 failure to provide accurate wage statements constitute business acts and practices that are unlawful,
27 unfair, and/or fraudulent, in violation of Labor Code sections 204, 226, 226.7, subdivision (b)-(c),
28 512, 1194, 1197, and 1197.1, Industrial Welfare Commission Wage Order Number 9, paragraphs 4,
5, 7, 11, and 12, and 8 California Code of Regulations section 11090, paragraphs 4, 5, 7, 11, and 12.

1 43. Plaintiff and Class Members have suffered injury in fact and lost money or property
2 as a result of these unlawful, unfair, and/or fraudulent business acts and practices, within the
3 meaning of Business and Professions Code section 17204.

4 44. Plaintiff and Class Members are entitled to an injunction pursuant to Business and
5 Professions Code section 17203, ordering RTSF Petro Ventures, Inc. to cease and desist its unlawful
6 practices. Plaintiff and Class Members are entitled to an order of restitution requiring RTSF Petro
7 Ventures, Inc. to restore to Plaintiff and Class Members the money which RTSF Petro Ventures, Inc.
8 has acquired by means of their unlawful, unfair, and/or fraudulent business acts and practices,
9 including meal period premium pay, rest period premium pay, unpaid wages, unpaid reporting time
10 wages, and damages for inaccurate wage statements.

11 **Seventh Cause of Action**
12 **Violation of Private Attorneys General Act**
13 **[Against RTSF Petro Ventures, Inc., Raymond Yu, Tim Yu, and DOES 1 through 20]**

14 45. Plaintiff incorporates paragraphs 1 through 23 as through fully stated herein.

15 46. Plaintiff has fully and completely exhausted her administrative remedies under the
16 Private Attorneys General Act (“PAGA”) prior to proceeding with this PAGA action. On December
17 29, 2021, Plaintiff filed her PAGA Notice online with the Labor Workforce Development Agency
18 (“LWDA”) and sent a letter by certified mail to RTSF Petro Ventures, Inc., Raymond Yu, and Tim
19 Yu setting forth the facts and theories of the violations alleged against them, as prescribed by Labor
20 Code section 2698 et seq. (Exhibit A.) As required by PAGA, Plaintiff submitted the \$75.00 filing
21 fee with the LWDA. Since 65 calendar days have elapsed since the filing of the PAGA notice, all
22 administrative prerequisites have been satisfied.

23 47. During all, or a portion, of the one-year period prior to Plaintiff filing notice of his
24 claims with the LWDA, RTSF Petro Ventures, Inc., Raymond Yu, and Tim Yu failed to provide
25 Plaintiff and other similarly situated aggrieved current and former employees with
26 30 minute uninterrupted meal periods and/or meal periods before the start of their sixth hour of work
27 and failed to pay Plaintiff and similarly situated aggrieved current and former employees an
28 additional hour of pay at the regular rate of compensation for each workday in which a meal period
violation occurred, in violation of Labor Code sections 226.7, subdivisions (b)-(c), and 512,

1 Industrial Welfare Commission Wage Order Number 9, paragraph 11, and 8 California Code of
2 Regulations section 11090, paragraph 11.

3 48. During all, or a portion, of the one-year period prior to Plaintiff filing notice of his
4 claims with the LWDA, RTSF Petro Ventures, Inc., Raymond Yu, and Tim Yu failed to authorize
5 and permit Plaintiff and similarly situated aggrieved current and former employees to take rest
6 periods which, insofar as practicable, were in the middle of four hours of work or major fraction
7 thereof and failed to pay Plaintiff and similarly situated aggrieved current and former employees an
8 additional hour of pay at the regular rate of compensation for each workday in which a rest break
9 violation occurred in violation of Labor Code section 226.7, subdivisions (b)-(c), 8 California Code
10 of Regulations section 11090, paragraph 12, and Industrial Welfare Commission Wage Order
11 Number 9, paragraph 12.

12 49. During all, or a portion, of the one-year period prior to Plaintiff filing notice of his
13 claims with the LWDA, RTSF Petro Ventures, Inc., Raymond Yu, and Tim Yu failed to pay Plaintiff
14 and similarly situated aggrieved current and former employees wages for time worked during meal
15 periods, in violation of Labor Code sections 204, 1194, 1197, and 1197.1, Industrial Welfare
16 Commission Wage Order Number 9, paragraphs, 4 and 11, and 8 California Code of Regulations
17 section 11090, paragraphs 4 and 11.

18 50. During all, or a portion, of the one-year period prior to Plaintiff filing notice of his
19 claims with the LWDA, RTSF Petro Ventures, Inc., Raymond Yu, and Tim Yu failed to pay Plaintiff
20 and RTSF Petro Ventures, Inc., Raymond Yu, and Tim Yu failed to pay Plaintiff and similarly
21 situated aggrieved current and former employees reporting time wages, in violation of Labor Code
22 sections 204, 1194, 1197, and 1197.1, Industrial Welfare Commission Wage Order Number 9,
23 paragraph 5, and 8 California Code of Regulations section 11090, paragraph 5.

24 51. During all, or a portion, of the one-year period prior to Plaintiff filing notice of his
25 claims with the LWDA, RTSF Petro Ventures, Inc., Raymond Yu, and Tim Yu failed to provide
26 accurate wage statements to Plaintiff and similarly situated aggrieved current and former employees,
27 in violation of Labor Code section 226, subdivision (a), 8 California Code of Regulations section
28 11090, paragraph 7, and Industrial Welfare Commission Wage Order Number 9, paragraph 7.

1 52. Plaintiff seeks to recover PAGA civil penalties for Plaintiff and similarly situated
2 aggrieved current and former employees through a representative action as permitted by PAGA and
3 the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969.

4 53. Labor Code sections 2699, subdivision (f), and 558 impose civil penalties for
5 violations of Labor Code sections 204, 226, 226.7, 512, 1194, 1197, and 1197.1, 8 California Code
6 of Regulations section 11090, paragraphs 4, 5, 7, 11, and 12, and Wage Order Number 9, paragraphs
7 4, 5, 7, 11, and 12. The civil penalty applicable for a violation of each Labor Code section is one
8 hundred dollars (\$100) per pay period, per aggrieved employee for the initial violation and two
9 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

10 54. As a result of the violations alleged, Plaintiff, on behalf of herself and similarly
11 situated aggrieved current and former employees, seeks all civil penalties available pursuant to
12 Labor Code section 2699, including all civil penalties, attorneys' fees, expenses, and costs of suit as
13 provide by law.

14 WHEREFORE, Plaintiff, on behalf of herself and the Class Members and on behalf of the
15 LWDA and other aggrieved current and former employees, requests a jury trial on issues triable by a
16 jury and prays for relief as follows:

17 1. For an order certifying that this action may be maintained as a class action against
18 RTSF Petro Ventures, Inc., which also appoints Plaintiff and her counsel to represent the Class
19 Members and directs that notice be given to the Class Members;

20 2. For an additional hour of pay at the regular rate of compensation for each workday in
21 which a meal period violation occurred pursuant to Labor Code section 226.7, subdivision (c),
22 Industrial Welfare Commission Wage Order Number 9, paragraph 11, and 8 California Code of
23 Regulations section 11090, paragraph 11;

24 3. For an additional hour of pay at the regular rate of compensation for each workday in
25 which a rest period violation occurred pursuant to Labor Code section 226.7, subdivision (c),
26 Industrial Welfare Commission Wage Order Number 9, paragraph 12, and 8 California Code of
27 Regulations section 11090, paragraph 12;

28 4. For unpaid wages for time worked during meal periods pursuant to Labor Code

1 sections 204, 1194, 1197, and 1197.1, Industrial Welfare Commission Wage Order Number 9,
2 paragraphs 4 and 11, and 8 California Code of Regulations section 11090, paragraphs 4 and 11;

3 5. For unpaid reporting time wages pursuant to Labor Code sections 204, 1194, and
4 1197, Industrial Welfare Commission Wage Order Number 9, paragraph 5, and 8 California Code of
5 Regulations section 11090, paragraph 5;

6 6. For actual damages or statutory penalties for inaccurate wage statements pursuant to
7 Labor Code section 226, 8 California Code of Regulations section 11090, paragraph 7, and Industrial
8 Welfare Commission Wage Order Number 9, paragraph 7;

9 7. For restitution and disgorgement to the extent permitted by law as authorized by
10 Business and Professions Code sections 17200 et seq.;

11 8. For all other statutory penalties under applicable law;

12 9. For an order maintaining this claim as a representative action under PAGA and
13 providing Plaintiff and her counsel with all enforcement capability as if this action had been
14 instituted by the LWDA, Division of Labor Standards Enforcement, and/or Labor Commissioner;

15 10. For recovery of all civil penalties against RTSF Petro Ventures, Inc., Raymond Wu,
16 and Tim Wu, and each of them, jointly and severally where applicable, during the applicable
17 limitations period for failure to provide meal periods and failure to pay an additional hour of pay at
18 the regular rate of compensation for each workday in which a meal period violation occurred, for
19 failure to provide rest periods and failure to pay an additional hour of pay at the regular rate of
20 compensation for each workday in which a rest period violation occurred, for failure to pay wages,
21 for failure to pay reporting time wages, and for failure to provide accurate wage statements;

22 11. Pre-judgment and post-judgment interest as provided by law;

23 12. For attorneys' fees and costs of suit pursuant to Labor Code sections 218.5, 226,
24 1194, 1198, 2699, subdivision (g)(1), Code of Civil Procedure section 1021.5, and as otherwise
25 provided by law; and

26 ///

27 ///

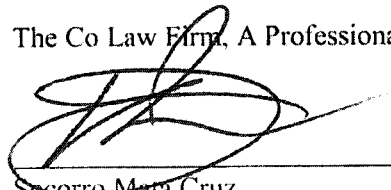
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13. Such other and further relief that the court may deem just and proper.

Dated: March 10, 2022

The Co Law Firm, A Professional Corporation



Socorro Mata Cruz
Attorney for Plaintiff Socorro Mata Cruz, on
behalf of herself and on behalf of all persons
similarly situated, and on behalf of herself, the
Labor Workforce Development Agency, and
similarly situated aggrieved current and former
employees

Dated: March _____, 2022

Law Office of G. Martin Velez

G. Martin Velez
Attorney for Plaintiff Socorro Mata Cruz, on
behalf of herself and on behalf of all persons
similarly situated, and on behalf of herself, the
Labor Workforce Development Agency, and
similarly situated aggrieved current and former
employees

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13. Such other and further relief that the court may deem just and proper.

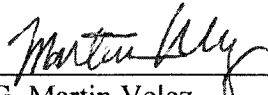
Dated: March _____, 2022

The Co Law Firm, A Professional Corporation

Socorro Mata Cruz
Attorney for Plaintiff Socorro Mata Cruz, on
behalf of herself and on behalf of all persons
similarly situated, and on behalf of herself, the
Labor Workforce Development Agency, and
similarly situated aggrieved current and former
employees

Dated: March 16, 2022

Law Office of G. Martin Velez



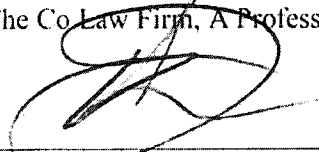
G. Martin Velez
Attorney for Plaintiff Socorro Mata Cruz, on
behalf of herself and on behalf of all persons
similarly situated, and on behalf of herself, the
Labor Workforce Development Agency, and
similarly situated aggrieved current and former
employees

Demand For Jury Trial

Plaintiff hereby demands a jury trial on issues triable to a jury.

Dated: March 10, 2022

The Co Law Firm, A Professional Corporation



Patrick R. Co

Attorney for Plaintiff Socorro Mata Cruz, on behalf of herself and on behalf of all persons similarly situated, and on behalf of herself, the Labor Workforce Development Agency, and similarly situated aggrieved current and former employees

Dated: March _____, 2022

Law Office of G. Martin Velez

G. Martin Velez

Attorney for Plaintiff Socorro Mata Cruz, on behalf of herself and on behalf of all persons similarly situated, and on behalf of herself, the Labor Workforce Development Agency, and similarly situated aggrieved current and former employees

Demand For Jury Trial

Plaintiff hereby demands a jury trial on issues triable to a jury.

Dated: March _____, 2022

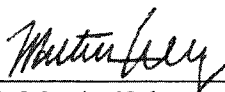
The Co Law Firm, A Professional Corporation

Patrick R. Co

Attorney for Plaintiff Socorro Mata Cruz, on
behalf of herself and on behalf of all persons
similarly situated, and on behalf of herself, the
Labor Workforce Development Agency, and
similarly situated aggrieved current and former
employees

Dated: March 16, 2022

Law Office of G. Martin Velez



G. Martin Velez

Attorney for Plaintiff Socorro Mata Cruz, on
behalf of herself and on behalf of all persons
similarly situated, and on behalf of herself, the
Labor Workforce Development Agency, and
similarly situated aggrieved current and former
employees

Exhibit A

THE CO LAW FIRM

201 Spear Street, Suite 1100
San Francisco, California 94105

Patrick R. Co
Attorney At Law

tel. (415)-426-3553
fax (415)-477-4032
email: info@colawfirmsf.com

December 29, 2021

Via Online Submission

PAGA Administrator
Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, CA 95814

Re: Socorro Mata Cruz v. RTSF Petro Ventures, Inc., doing business as SuperStation Car Wash, Raymond Yu, and Tim Yu

Dear PAGA Administrator:

I represent Socorro Mata Cruz regarding wage and hour violations relating to her employment with RTSF Petro Ventures, Inc., doing business as SuperStation Car Wash (hereinafter "SuperStation Car Wash"). On behalf of Ms. Mata Cruz, I am submitting this Private Attorneys General Act claim notice pursuant to Labor Code section 2699.3 et seq. against SuperStation, Raymond Yu, and Tim Yu.

1. Relevant Facts

SuperStation Car Wash owns and operates car washes open to the public located at 627 Contra Costa Boulevard in Concord, California and at 43601 South Grimmer Boulevard in Fremont, California. SuperStation Car Wash employs approximately two to three dozen hourly employees at its Concord location. Ms. Mata Cruz is informed and believes that SuperStation Car Wash employs a similar number of hourly employees at its Fremont location.

Ms. Mata Cruz has worked for SuperStation Car Wash in Concord for approximately 19 years as an hourly employee washing cars. For the majority of her employment, Ms. Mata Cruz has worked Mondays through Fridays, approximately 30 hours a week. More recently, Ms. Mata

Cruz has worked Saturdays and Sundays, eight hours a day, and one day during the week for six hours.

Ms. Mata Cruz is informed and believes that Raymond Yu and Tim Yu are officers and/or directors of SuperStation Car Wash.

2. Labor Code Violations

a. Meal Period Violations - Labor Code sections 226.7 and 512

SuperStation Car Wash regularly interrupted Ms. Mata Cruz' 30 minute meal breaks due to the press of business, generally on Fridays and Saturdays. When she was on her meal breaks, Francisco Rojas, an assistant manager, often ordered Ms. Mata Cruz to clock back in and return to work, as the car wash had become too busy. Ms. Mata Cruz also witnessed Mr. Rojas instruct other hourly employees to return to work before their meal breaks were completed.

Additionally, Ms. Mata Cruz often did not receive her meal period before the start of the sixth hour of her shift. Ms. Mata Cruz is informed and believes that other hourly employees also did not receive their meal periods before the start of the sixth hour of their shift.

SuperStation Car Wash never paid Ms. Mata Cruz premium pay in the form one additional hour at her regular rate of pay for each meal period interrupted and for each meal period not provided before the start of her sixth hour of work. Ms. Mata Cruz is informed and believes that SuperStation Car Wash never paid other hourly employees premium pay in the form of one additional hour at their regular rate of pay for each meal period interrupted and for each meal period not provided before the start of their sixth hour of work.

Labor Code section 512 provides that "an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a period of not less than 30 minutes," with a limited exception. (Lab. Code, § 512, subd. (a).) Labor Code section 512 "requires a first meal period no later than the start of an employee's sixth hour of work." (Brinker Restaurant Corp. v. Superior Court (2012) 53 Cal.4th 1004, 1041.) Labor Code section 226.7 provides that an employer shall not require an employee to work during a meal period mandated pursuant to an applicable statute or order of the Industrial Welfare Commission. (Lab. Code, § 226.7, subd. (b); see also Cal. Code Regs., tit. 8, § 11090, ¶ 11.) Further, if an employer fails to provide an employee a meal period in accordance with a state law, the employer shall pay the employee one additional hour of pay at the employee's regular rate of pay for each workday that the meal period occurred. (Lab. Code, § 226.7, subd. (c).)

By directing Ms. Mata Cruz and other similarly situated employees to return to work before the completion of their 30 minute meal break, by not providing Ms. Mata Cruz and other similarly situated employees with a meal period before the start of the sixth hour of work, and thereafter not paying an additional hour of pay, SuperStation Car Wash violated Labor Code sections 512 and 226.7 and the Wage Orders and is subject to civil penalties under Labor Code sections 558 and 2699, subdivision (a). Raymond Yu and Timothy Yu qualify as other persons acting on behalf of an employer who violated or caused to be violated a Labor Code section (see Lab. Code, §§ 558, subd. (a), 558.1, subd. (a)) and are subject to the same civil penalties.

b. Rest Break Violations - Labor Code section 226.7

SuperStation Car Wash did not authorize and permit Ms. Mata Cruz, as well as other hourly employees, to take rest breaks.

Labor Code section 226.7 states that an employer shall not require that an employee work during a rest break mandated pursuant to an applicable statute or order of the Industrial Welfare Commission. (Lab. Code, § 226.7, subd. (b); see also Cal. Code Regs., tit. 8, § 11090, ¶ 12.) Additionally, if an employer fails to provide a rest break, the employer shall pay the employee one additional hour of pay at the employee's regular rate of pay for each workday that the rest break is not provided. (Lab. Code, § 226.7, subd. (c).)

By not authorizing and permitting Ms. Mata Cruz and other similarly situated employees to take rest breaks and thereafter not paying an additional hour of pay, SuperStation Car Wash violated Labor Code section 226.7 and the Wage Orders and is subject to civil penalties under Labor Code sections 558 and 2699, subdivision (a). Raymond Yu and Timothy Yu qualify as other persons acting on behalf of an employer who violated or caused to be violated a Labor Code section (see Lab. Code, §§ 558, subd. (a), 558.1, subd. (a)) and are subject to the same civil penalties.

c. Failure to Pay Wages - Labor Code sections 204, 1194, 1197, and 1197.1

On the occasions in which SuperStation Car Wash instructed Ms. Mata Cruz to return to work before the completion of her meal period, SuperStation Car Wash failed to pay Ms. Mata Cruz wages for time worked during her meal period. Ms. Mata Cruz is informed and believes that other similarly situated employees did not receive wages for time worked during their meal periods.

Labor Code section 1197 prohibits an employer from paying an employee less than the minimum wage. Labor Code section 204 requires an employer to pay all wages due and payable twice during each calendar month. By failing to pay Ms. Mata Cruz and other similarly situated employees wages for time worked during their meal periods, SuperStation Car Wash failed to pay minimum wages in violation of Labor Code sections 204, 1194, 1197, and 1197.1 and Wage Orders and is subject to civil penalties under Labor Code sections 558 and 2699, subdivision (a). Raymond Yu and Timothy Yu qualify as other persons acting on behalf of an employer who violated or caused to be violated a Labor Code section (see Lab. Code, §§ 558, subd. (a), 558.1, subd. (a)) and are subject to the same civil penalties.

d. Failure to Pay Reporting Time Wages - Labor Code sections 204, 1194 and 1197

On occasion, SuperStation Car Wash instructed Ms. Mata Cruz to leave her scheduled shift early, before she had completed half of her scheduled shift, due to the lack of customers. Ms. Mata Cruz is informed and believes that SuperStation Car Wash also instructed other similarly situated employees to leave their shifts before completing half of their scheduled shifts.

On those occasions, SuperStation Car Wash had an obligation to pay Ms. Mata Cruz and other similarly situated employees reporting time wages, i.e., half of their usual or scheduled day's

work, but in no event for less than two hours nor more than four hours at their regular rate of pay. (Industrial Welfare Commission Wage Order Number 9-2001(5); 8 Cal. Code Regs., § 11090(5).) Labor Code section 204 requires an employer to pay all wages due and payable twice during each calendar month. SuperStation Car Wash, however, failed to pay Ms. Mata Cruz and other similarly situated employees reporting time wages, in violation of the minimum wage requirements. (See Lab. Code, § 1197.) By not paying reporting time wages, SuperStation Car Wash violated Labor Code sections 204, 1194, and 1197 and is subject to civil penalties under Labor Code sections 558 and 2699, subdivision (a). Raymond Yu and Timothy Yu qualify as other persons acting on behalf of an employer who violated or caused to be violated a Labor Code section (see Lab. Code, §§ 558, subd. (a), 558.1, subd. (a)) and are subject to the same civil penalties.

e. Wage Statement Violations - Labor Code section 226

SuperStation Car Wash issued wage statements to Ms. Mata Cruz and other similarly situated employees once a week. The wage statements issued to Ms. Mata Cruz by SuperStation Car Wash were inaccurate in that the wage statements did not provide an additional hour of pay for each meal period violation, did not provide an additional hour of pay for each workday in which a rest break violation occurred, did not provide payment of the minimum wage, and did not provide reporting time wages. Ms. Mata Cruz is informed and believes that SuperStation Car Wash did not provide accurate wage statements to other similarly situated employees.

Labor Code section 226 requires employers, at the time of each payment of wages, to furnish each employee with an accurate itemized wage statement. (Lab. Code, § 226, subd. (a).) By failing to provide accurate itemized wage statements to Ms. Mata Cruz and other similarly situated employees, SuperStation Car Wash violated Labor Code section 226 and is subject to civil penalties under Labor Code sections 226, subdivision (e), 226.3, 558, and 2699, subdivision (a). Raymond Yu and Timothy Yu qualify as other persons acting on behalf of an employer who violated or caused to be violated a Labor Code section (see Lab. Code, §§ 558, subd. (a), 558.1, subd. (a)) and are subject to the same civil penalties.

Conclusion

I have provided this letter on Ms. Mata Cruz' behalf as notice pursuant to the Private Attorneys General Act. Ms. Mata Cruz requests the agency investigate the above allegations. Alternatively, Ms. Mata Cruz requests the agency inform her through her counsel if it does not intend to investigate these violations so that she may pursue them through a lawsuit.

Very truly yours,



Patrick R. Co

Paga Administrator, LWDA
December 29, 2021
Page 5

cc: RTSF Petro Ventures, Inc.
 Raymond Yu - Agent for Service of Process
 48918 Crown Ridge Common
 Fremont, CA 94539
 Via Certified Mail

Raymond Yu
48918 Crown Ridge Common
Fremont, CA 94539
Via Certified Mail

Tim Yu
3115 Gough Street
San Francisco, CA 94123
Via Certified Mail



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San Francisco, California 94123

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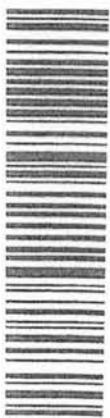
RTSF Petro Ventures

48918 Crown Ridge Common

Fremont, CA 94539

PS Form 3800, April 2015 PSN 7530-02-000-9047

RTSF Petro Ventures, Inc.
Raymond Yu -Agent for Service of Process
48918 Crown Ridge Common
Fremont, California 94539



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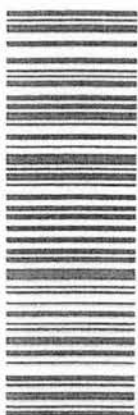
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Raymond Yu
48918 Crown Ridge Common
Fremont, California 94539



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