

AEGIS LAW FIRM, PC

SAMUEL A. WONG, State Bar No. 217104

JESSICA L. CAMPBELL, State Bar No. 280626

FAWN F. BEKAM, State Bar No. 307312

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

Email: fbekam@aegislawfirm.com

Attorneys for Plaintiffs Gurpreet Singh Rai and Inderjit Garcha,
individually, and on behalf of all others similarly situated.

ELECTRONICALLY FILED

6/21/2022 10:04 AM

Kern County Superior Court

By Vanesa Jackson, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

GURPREET SINGH RAI andINDERJIT
GARCHA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

KAMALL, INC.; AMVEE
CORPORATION; AMVEE
CORPORATION 2; VENUS KAM, INC.;
WEKAM, INC.; and DOES 1 through 20,
inclusive,

Defendants.

Case No. BCV-22-100366

*Assigned for all purposes to
Hon. Judge Thomas S. Clark; Dept. 17*

**SECOND AMENDED COMPLAINT FOR
ENFORCEMENT OF THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB. CODE
§§ 2698, ET SEQ.)**

1 Plaintiffs Gurpreet Singh Rai and Inderjit Garcha, on behalf of aggrieved employees,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiffs Gurpreet Singh Rai and Inderjit Garcha (“Plaintiffs”) bring this
5 representative action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. §
6 2698 *et seq.*, against defendants Kamall, Inc., Amvee Corporation, Amvee Corporation 2, Venus
7 Kam, Inc., Wekam, Inc.; and DOES 1 through 20, inclusive (collectively, “Defendants”), on
8 Plaintiffs’ own behalf and on behalf of all other aggrieved employees who are and were
9 employed by Defendants as non-exempt employees throughout California.

10 2. Defendants are in the business of operating convenience stores.

11 3. Through this action, Plaintiffs allege that Defendants engaged in a systematic
12 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
13 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
14 competition.

15 4. Plaintiffs are informed and believe, and thereon allege, that Defendants have
16 increased their profits by violating state wage and hour laws by, among other things:

- 17 (a) failing to pay all wages (including minimum wages and overtime wages);
- 18 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 19 (c) failing to authorize or permit lawful rest breaks or provide compensation
20 in lieu thereof;
- 21 (d) failing to reimburse necessary business-related costs;
- 22 (e) failing to provide accurate itemized wage statements; and
- 23 (f) failing to pay all wages due upon separation of employment.

24 5. Plaintiffs seek monetary relief against Defendants on behalf of themselves and all
25 others similarly situated in California to recover, among other things, unpaid wages, un-
26 reimbursed business expenses, benefits, interest, attorneys’ fees, costs and expenses, and
27 penalties pursuant to Labor Code §§ 201 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 246, 248,
28

248.1, 248.2, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, *et seq.*, and Code of California Civil Procedure § 1021.5.

JURISDICTION AND VENUE

6. This is a representative action brought under PAGA, codified at Cal. Lab. Code §§ 2698, *et seq.* The civil penalties sought by Plaintiffs exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

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

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of 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.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiffs are residents of California and worked for Defendants during the relevant time periods as alleged herein.

11. Plaintiffs are informed and believe, and thereon allege that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiffs are unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend

1 this Complaint and serve such fictitiously named defendants once their names and capacities
2 become known.

3 13. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 20
4 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
5 all relevant times.

6 14. Plaintiffs are informed and believe, and thereon allege, that each defendant acted
7 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
8 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
9 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
10 employer and/or joint employer of Plaintiffs and the class members.

11 15. Plaintiffs are informed and believe, and thereon allege, that each and all of the
12 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
13 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
14 the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
15 official policy of Defendants.

16 16. At all relevant times, Defendants, and each of them, acted within the scope of
17 such agency or employment, or ratified each and every act or omission complained of herein. At
18 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
19 each and all the other Defendants in proximately causing the damages herein alleged.

20 17. Plaintiffs are informed and believe, and thereon allege, that each of said
21 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
22 omissions, occurrences, and transactions alleged herein.

23 **GENERAL ALLEGATIONS**

24 18. At all relevant times mentioned herein, Defendants employed Plaintiffs and other
25 California residents as non-exempt employees throughout California at Defendants' California
26 business location(s).

27 19. Defendants continue to employ non-exempt employees within California.
28

1 20. Plaintiffs are informed and believe, and thereon allege, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
3 were knowledgeable about California's wage and hour laws, employment and personnel
4 practices, and the requirements of California law.

5 21. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
6 should have known that Plaintiffs and aggrieved employees were entitled to receive wages for all
7 time worked (including minimum wages and overtime wages) and that they were not receiving
8 all wages earned for work that was required to be performed. In violation of the Labor Code and
9 IWC Wage Orders, Plaintiffs and aggrieved employees were not paid all wages (including
10 minimum wages and overtime wages) for all hours worked, including, but not limited to
11 requiring Plaintiffs and aggrieved employees to work off-the-clock, and failing to compensate
12 Plaintiffs and aggrieved employees for these hours, failing to include non-discretionary bonuses
13 in the regular rate of pay, requiring Plaintiffs and aggrieved employees to work seven (7)
14 consecutive days in a workweek without overtime pay, and one-sidedly rounding Plaintiffs and
15 aggrieved employees' time to Defendants' advantage.

16 22. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
17 should have known that Plaintiffs and aggrieved employees were entitled to receive all required
18 meal periods or payment of one (1) additional hour of pay at Plaintiffs' and aggrieved
19 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period. In
20 violation of the Labor Code and IWC Wage Orders, Plaintiffs and aggrieved employees did not
21 receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved
22 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

23 23. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
24 should have known that Plaintiffs and aggrieved employees were entitled to receive all rest
25 breaks or payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees'
26 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
27 Code and IWC Wage Orders, Plaintiffs and aggrieved employees did not receive all rest breaks
28

1 or payment of one (1) additional hour of pay at Plaintiffs' and aggrieved employees' regular rate
2 of pay when a rest break was missed, late, or interrupted.

3 24. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and aggrieved employees were entitled to reimbursement
5 and/or indemnification for all necessary business expenditures or losses as a direct consequence
6 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation
7 of the Labor Code and IWC Wage Orders, Plaintiffs and aggrieved employees incurred
8 necessary business expenses or losses, including but not limited to cell phone use, vehicle use,
9 and uniform maintenance, among others, but were not adequately reimbursed nor indemnified of
10 such expenses or losses that were incurred as a direct consequence of the discharge of their
11 duties, or of their obedience to the directions of Defendants.

12 25. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
13 should have known that Plaintiffs and aggrieved employees were entitled to receive itemized
14 wage statements that accurately showed the following information pursuant to the Labor Code:
15 (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate
16 units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
17 deductions, provided that all deductions made on written orders of the employee may be
18 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
19 which the employee is paid; (7) the name of the employee and only the last four digits of his or
20 her social security number or an employee identification number other than a social security
21 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
22 hourly rates in effect during the pay period and the corresponding number of hours worked at
23 each hourly rate by the employee. In violation of the Labor Code, Plaintiffs and aggrieved
24 employees were not provided with accurate itemized wage statements.

25 26. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
26 should have known that Plaintiffs and aggrieved employees were entitled to timely payment of
27 wages due upon separation of employment. In violation of the Labor Code, Plaintiffs and
28 aggrieved employees did not receive payment of all wages within the permissible time periods.

1 27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
2 should have known they had a duty to compensate Plaintiffs and aggrieved employees, and
3 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
4 intentionally failed to do so in order to increase Defendants' profits.

5 28. Therefore, Plaintiffs brings this lawsuit seeking civil penalties on Plaintiffs' own
6 behalf and on behalf of all other aggrieved employees for among other things, unpaid wages
7 (including minimum wages and overtime wages), unpaid meal period premium payments, unpaid
8 rest period premium payments, unreimbursed business expenditures, interest, attorneys' fees,
9 penalties, costs, and expenses.

10 **FIRST CAUSE OF ACTION**

11 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

12 29. Plaintiffs hereby re-allege and incorporate by reference the previous paragraphs
13 as though fully set forth herein.

14 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
15 for a civil penalty to be assessed and collected by the Labor and Workforce Development
16 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or
17 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
18 action brought by an aggrieved employee on behalf of himself or herself and other current or
19 former employees pursuant to the procedures specified in Labor Code § 2699.3.

20 31. For all provisions of the Labor Code except those for which a civil penalty is
21 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
22 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
23 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
24 period in which Defendants violated these provisions of the Labor Code.

25 32. Defendants' conduct violates numerous Wage Order and Labor Code sections,
26 including, but not limited to, the following:

- 27 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 227.3, 246, 2468,
28 248.1, 248.2, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 for

1 failure to timely pay all earned wages (including minimum wages,
2 overtime wages, and sick time wages) owed to Plaintiffs and other
3 aggrieved employees during employment and upon separation of
4 employment as herein alleged;

5 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
6 periods to Plaintiffs and other aggrieved employees and failure to pay
7 premium wages for missed meal periods as herein alleged;

8 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
9 Plaintiffs and other aggrieved employees and failure to pay premium
10 wages for missed rest periods as herein alleged;

11 d. violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
12 itemized wage statements to Plaintiffs and other aggrieved employees as
13 herein alleged;

14 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
15 accurate and complete records showing, among other things, the hours
16 worked daily by and the wages paid to aggrieved employees; and

17 f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse
18 Plaintiffs and other aggrieved employees for necessary business expenses
19 as herein alleged.

20 33. Plaintiffs are “aggrieved employees” because they were employed by the alleged
21 violator and had one or more of the violations committed against them, and therefore are
22 properly suited to represent the interests of all other aggrieved employees.

23 34. Plaintiffs have exhausted the procedural requirements under Labor Code §
24 2699.3 as to Defendants and are therefore able to pursue a claim for penalties on behalf of
25 themselves and all other aggrieved employees under PAGA.

26 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to
27 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
28 cited above.

36. For bringing this action, Plaintiffs are entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

On Plaintiffs' own behalf and on behalf of all others similarly situated, Plaintiffs pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties against Defendants on behalf of all aggrieved employees pursuant to Labor Code §§ 2698, *et seq.*;

2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 2698 *et seq.*; and

3. For such other relief as the Court deems just and proper.

Dated: June 21, 2022

AEGIS LAW FIRM, PC

By:

Fawn F. Bekam

Attorneys for Plaintiffs Gurpreet Singh Rai and Inderjit Garcha

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On June 21, 2022, I served the foregoing document entitled:

- 5 • **SECOND AMENDED COMPLAINT FOR ENFORCEMENT OF THE**
6 **CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**
7 **(CAL. LAB. CODE §§ 2698, ET SEQ.)**

8 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
9 copy thereof on the party(ies) addressed below as follows:

10 Steve R. Belilove
11 Rosely George
12 **KAUFMAN DOLOWICH & VOLUCK LLP**
13 11111 Santa Monica Blvd., Suite 850
14 Los Angeles, CA 90025
15 sbelilove@kdvlaw.com
16 rgeorge@kdvlaw.com

17 *Attorneys for Defendants:*

18 KAMALL, INC.; AMVEE CORPORATION; AMVEE CORPORATION 2; VENUS KAM,
19 INC.; WEKAM, INC.

20 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
21 correspondence for mailing. Under that practice it would be deposited with the U.S.
22 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
23 in the ordinary course of business. I am aware that on motion of the party served, service
24 is presumed invalid if postage cancellation date or postage meter date is more than one
25 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. § 1013(a); Fed.*
26 *R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).*)

27 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
28 practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).)

29 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).)

30 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
the addressed named above. (*Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc.*
5(b)(2)(A).)

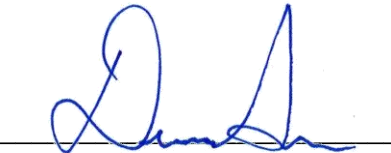
31 ///

32 ///

33 ///

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

3 Executed on June 21, 2022, at Irvine, California.

4 
5
6 Delaney Graves