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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ANTWANETTE KING, as an
aggrieved employee pursuant to the
Private Attorneys General Act
("PAGA"), on behalf of the State of
California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

RADC ENTERPRISES, INC., a
California corporation; ANABI
CONVENIENCE CENTERS, INC., a
California corporation; ANABI OIL
CORPORATION, a California
corporation; C.A.R. ENTERPRISES,
INC., a California corporation; EDE
ENTERPRISES, INC., a California
corporation; HOLLINS
MANAGEMENT GROUP, INC., a
California corporation; JBL OIL
CORPORATION, a California
corporation; JV S&T, INC., a
California corporation; NMSO, INC.,
a California corporation;
QUICKBITES, INC., a California
corporation; S & M OIL
CORPORATION, a California
corporation; TMSO, INC., a
California corporation; and DOES 1
through 10, inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

SEP 30 2022

By VERONICA GONZALEZ Deputy

Case No.: **CIV SB 2221711**

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Antwanette King, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on July 26, 2022, until judgment (“non-party Aggrieved Employees”).
14 Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over all Defendants because, on information and
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render
21 the exercise of jurisdiction over them by the California courts consistent with traditional
22 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
23 in this action given that the State of California, as the real party in interest in this action, is not
24 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
25 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
26 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
27 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the
28 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court, because Defendants filed Statement of Information forms with the Secretary of State designating a principal place of business in Upland, County of San Bernardino, in accordance with California Corporation Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants employ persons in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Antwanette King is a resident of Sacramento, in Sacramento County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately January 2022 to May 2022. Plaintiff worked as an Assistant Manager for Defendants at their convenience stores located at 5345 Hazel Avenue, Fair Oaks, California 95628 and 2325 Sunset Boulevard, Rocklin, California 95765. Plaintiff typically worked 9-10 hours per day, five (5) days per week, and approximately 50 hours per week. At the time Plaintiff's employment with Defendants ended, she was compensated approximately \$16.00 per hour. Plaintiff's job duties included, without limitation, operating the cash register, operating and cleaning food service equipment, providing customer service, performing inventory duties, completing price competition surveys, and organizing and maintaining the cleanliness of the gas station and convenience store.

7. On information and belief, Defendants required some employees, including Plaintiff, to execute an arbitration agreement at the time of their hire or during their employment. On further information and belief, Defendants' arbitration agreement was and is both procedurally and substantively unconscionable. Specifically, Defendants presented employees with an "Arbitration Agreement" ("Arbitration Agreement") during the onboarding process, which had to be reviewed and acknowledged immediately. Specifically, the

1 Arbitration Agreement was one of several documents presented to new employees for
2 signature during the orientation process, including Cash Control Guidelines; Department of
3 Alcoholic Beverage Control Clerk's Affidavit; Confidentiality Agreement; Workplace Drug
4 Testing Policy; Gift Card Refund Policy; Vendor Gift and Gratuities Policy; Policy on Lotto
5 and Lottery Tracking; Meal Waiver For Employees With Shifts That Do Not Exceed Six-
6 Hours; Meal Period Waiver For Shifts Of More Than 10 Hours; On-Duty Meal Break
7 Agreement; and Employee Handbook, among other documents. Also, employees did not have
8 a meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather, it was
9 provided to Defendants' employees for them to sign on a take-it or leave-it basis, along with
10 all of the other on-boarding documents. Further, Defendants did not set forth in the agreement
11 or otherwise provide employees with the rules which will govern the arbitration, instead
12 forcing employees to seek this information out on their own ("The arbitration shall be
13 conducted by a neutral arbitrator in accordance with the Commercial Arbitration Rules issued
14 by Judicate West Alternative Dispute Resolution ("Judicate West") (Available online at
15 judicatewest.com/Services/Arbitration) . . .").

16 8. RADC ENTERPRISES, INC. was and is, upon information and belief, a
17 California corporation, and at all times hereinafter mentioned, an employer whose employees
18 are engaged throughout this county, the State of California.

19 9. ANABI CONVENIENCE CENTERS, INC. was and is, upon information and
20 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
21 employees are engaged throughout this county, the State of California.

22 10. ANABI OIL CORPORATION was and is, upon information and belief, a
23 California corporation, and at all times hereinafter mentioned, an employer whose employees
24 are engaged throughout this county, the State of California.

25 11. C.A.R. ENTERPRISES, INC. was and is, upon information and belief, a
26 California corporation, and at all times hereinafter mentioned, an employer whose employees
27 are engaged throughout this county, the State of California.

28 12. EDE ENTERPRISES, INC. was and is, upon information and belief, a

1 California corporation, and at all times hereinafter mentioned, an employer whose employees
2 are engaged throughout this county, the State of California.

3 13. HOLLINS MANAGEMENT GROUP, INC. was and is, upon information and
4 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
5 employees are engaged throughout this county, the State of California.

6 14. JBL OIL CORPORATION was and is, upon information and belief, a
7 California corporation, and at all times hereinafter mentioned, an employer whose employees
8 are engaged throughout this county, the State of California.

9 15. JV S&T, INC. was and is, upon information and belief, a California
10 corporation, and at all times hereinafter mentioned, an employer whose employees are
11 engaged throughout this county, the State of California.

12 16. NMSO, INC. was and is, upon information and belief, a California corporation,
13 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
14 this county, the State of California.

15 17. QUICKBITES, INC. was and is, upon information and belief, a California
16 corporation, and at all times hereinafter mentioned, an employer whose employees are
17 engaged throughout this county, the State of California.

18 18. S & M OIL CORPORATION was and is, upon information and belief, a
19 California corporation, and at all times hereinafter mentioned, an employer whose employees
20 are engaged throughout this county, the State of California.

21 19. TMSO, INC. was and is, upon information and belief, a California corporation,
22 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
23 this county, the State of California.

24 20. Plaintiff is unaware of the true names or capacities of the Defendants sued
25 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
26 amend the complaint and serve such fictitiously named Defendants once their names and
27 capacities become known.

28 21. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10

1 were the partners, agents, owners, or managers of RADC ENTERPRISES, INC.; ANABI
2 CONVENIENCE CENTERS, INC.; ANABI OIL CORPORATION; C.A.R. ENTERPRISES,
3 INC.; EDE ENTERPRISES, INC.; HOLLINS MANAGEMENT GROUP, INC.; JBL OIL
4 CORPORATION; JV S&T, INC.; NMSO, INC.; QUICKBITES, INC.; S & M OIL
5 CORPORATION; and TMSO, INC., at all relevant times.

6 22. Plaintiff is informed and believes, and thereon alleges, that each and all of the
7 acts and omissions alleged herein was performed by, or is attributable to, RADC
8 ENTERPRISES, INC.; ANABI CONVENIENCE CENTERS, INC.; ANABI OIL
9 CORPORATION; C.A.R. ENTERPRISES, INC.; EDE ENTERPRISES, INC.; HOLLINS
10 MANAGEMENT GROUP, INC.; JBL OIL CORPORATION; JV S&T, INC.; NMSO, INC.;
11 QUICKBITES, INC.; S & M OIL CORPORATION; TMSO, INC.; and/or DOES 1 through 10
12 (collectively, “Defendants” or “RADC”), each acting as the agent, employee, alter ego, and/or
13 joint venturer of, or working in concert with, each of the other co-Defendants and was acting
14 within the course and scope of such agency, employment, joint venture, or concerted activity
15 with legal authority to act on the others’ behalf. The acts of any and all Defendants were in
16 accordance with, and represent, the official policy of Defendants.

17 23. At all relevant times, Defendants, and each of them, ratified each and every act
18 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
19 and abetted the acts and omissions of each and all the other Defendants in proximately causing
20 the damages herein alleged.

21 24. Plaintiff is informed and believes, and thereon alleges, that each of said
22 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
23 omissions, occurrences, and transactions alleged herein.

24 25. Under California law, Defendants are jointly and severally liable as employers
25 for the violations alleged herein because they have each exercised sufficient control over the
26 wages, hours, working conditions, and employment status of Plaintiff and other non-party
27 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
28 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions

1 of employment, determined their rate of pay, and maintained their employment records.
2 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
3 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
4 common-law employment relationship. As joint employers of Plaintiff and other non-party
5 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
6 available to Plaintiff and other non-party Aggrieved Employees under the law.

7 26. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
8 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
9 non-party Aggrieved Employees because Defendants have:

- 10 (a) jointly exercised meaningful control over the work performed by
11 Plaintiff and other non-party Aggrieved Employees;
- 12 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
13 Aggrieved Employees’ wages, hours, and working conditions, including
14 the quantity, quality standards, speed, scheduling, and operative details
15 of the tasks performed by Plaintiff and other non-party Aggrieved
16 Employees;
- 17 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
18 perform work which is an integral part of Defendants’ businesses; and
- 19 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
20 Employees as a matter of economic reality in that Plaintiff and other
21 non-party Aggrieved Employees were dependent on Defendants, who
22 shared the power to set the wages of Plaintiff and other non-party
23 Aggrieved Employees and determined their working conditions, and
24 who jointly reaped the benefits from the underpayment of their wages
25 and noncompliance with other statutory provisions governing their
26 employment.

27 27. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
28 there has existed a unity of interest and ownership between Defendants such that any

1 individuality and separateness between the entities has ceased.

2 28. RADC ENTERPRISES, INC.; ANABI CONVENIENCE CENTERS, INC.;
3 ANABI OIL CORPORATION; C.A.R. ENTERPRISES, INC.; EDE ENTERPRISES, INC.;
4 HOLLINS MANAGEMENT GROUP, INC.; JBL OIL CORPORATION; JV S&T, INC.;
5 NMSO, INC.; QUICKBITES, INC.; S & M OIL CORPORATION; TMSO, INC.; and/or
6 DOES 1 through 10 are therefore alter egos of each other.

7 29. Adherence to the fiction of the separate existence of Defendants would permit
8 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
9 from liability for the wrongful acts committed by them under the name RADC.

10 30. Plaintiff further alleges, upon information and belief, that the Defendants
11 RADC ENTERPRISES, INC.; ANABI CONVENIENCE CENTERS, INC.; ANABI OIL
12 CORPORATION; C.A.R. ENTERPRISES, INC.; EDE ENTERPRISES, INC.; HOLLINS
13 MANAGEMENT GROUP, INC.; JBL OIL CORPORATION; JV S&T, INC.; NMSO, INC.;
14 QUICKBITES, INC.; S & M OIL CORPORATION; and TMSO, INC. are alter egos of each
15 other for the following reasons:

- 16 (a) On the California Secretary of State’s website
17 (<https://bizfileonline.sos.ca.gov/>), RADC ENTERPRISES, INC.;
18 ANABI CONVENIENCE CENTERS, INC.; ANABI OIL
19 CORPORATION; C.A.R. ENTERPRISES, INC.; EDE ENTERPRISES,
20 INC.; HOLLINS MANAGEMENT GROUP, INC.; JBL OIL
21 CORPORATION; JV S&T, INC.; NMSO, INC.; QUICKBITES, INC.;
22 S & M OIL CORPORATION; and TMSO, INC. have the same
23 principal office address and mailing address, “1450 N[ORTH]
24 BENSON AVE[NUE], UNIT A, UPLAND, CA 91786”;
- 25 (b) According to their most recent “Statement of Information” forms filed
26 with the California Secretary of State, RADC ENTERPRISES, INC.;
27 ANABI CONVENIENCE CENTERS, INC.; ANABI OIL
28 CORPORATION; C.A.R. ENTERPRISES, INC.; EDE ENTERPRISES,

INC.; HOLLINS MANAGEMENT GROUP, INC.; JBL OIL CORPORATION; JV S&T, INC.; NMSO, INC.; QUICKBITES, INC.; S & M OIL CORPORATION; and TMSO, INC. share the same officers and/or directors, including, but not limited to, Sammer Anabi;

(c) According to the California Secretary of State's website, RADC ENTERPRISES, INC.; ANABI CONVENIENCE CENTERS, INC.; ANABI OIL CORPORATION; C.A.R. ENTERPRISES, INC.; EDE ENTERPRISES, INC.; HOLLINS MANAGEMENT GROUP, INC.; JBL OIL CORPORATION; JV S&T, INC.; NMSO, INC.; S & M OIL CORPORATION; and TMSO, INC. share the same agent for service of process, Fred M. Whitaker; and

(d) On information and belief, RADC ENTERPRISES, INC.; ANABI CONVENIENCE CENTERS, INC.; ANABI OIL CORPORATION; C.A.R. ENTERPRISES, INC.; EDE ENTERPRISES, INC.; HOLLINS MANAGEMENT GROUP, INC.; JBL OIL CORPORATION; JV S&T, INC.; NMSO, INC.; QUICKBITES, INC.; S & M OIL CORPORATION; and TMSO, INC. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

31. Defendants own and operate 16 gas station convenience stores in California, and sell and deliver gasoline and diesel fuel. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in Upland, California, for all non-exempt, hourly paid employees working for Defendants in California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

32. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies.

1 Upon information and belief, the usage of standardized documents and/or written policies,
2 including new-hire documents, indicate that Defendants dictated policies at the corporate level
3 and implemented them company-wide, regardless of their employees' assigned locations or
4 positions. Upon information and belief, Defendants set forth uniform policies and procedures
5 in several documents provided at an employee's time of hire.

6 33. Upon information and belief, Defendants maintain a centralized Payroll
7 department at their corporate headquarters in Upland, California, which processes payroll for
8 all non-exempt, hourly paid employees working for Defendants at their various locations and
9 jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based
10 upon information and belief, Defendants issue the same formatted wage statements to all non-
11 exempt, hourly paid employees in California, irrespective of their work locations. Upon
12 information and belief, Defendants process payroll for departing employees in the same
13 manner throughout the State of California, regardless of the manner in which each employee's
14 employment ends.

15 34. Defendants continue to employ non-exempt or hourly paid employees in
16 California.

17 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
19 and advisors knowledgeable about California labor and wage law, employment and personnel
20 practices, and about the requirements of California law.

21 36. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
22 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
23 were not recorded.

24 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
26 receive certain wages for overtime compensation and that they were not receiving certain
27 wages for overtime compensation.

28 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that other non-party Aggrieved Employees were entitled to be paid at a
2 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest
3 period premiums, that included as eligible income all remuneration required by law, including
4 but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or
5 other forms of compensation, but failed to include all forms of remuneration in calculating the
6 regular rate of pay for other non-party Aggrieved Employees.

7 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 receive at least minimum wages for compensation and that they were not receiving at least
10 minimum wages for work that was required to be done off-the-clock. In violation of the
11 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
12 least minimum wages for work done off-the-clock.

13 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
16 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
17 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
18 other non-party Aggrieved Employees were not provided with all meal periods or payment of
19 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
20 uninterrupted, thirty (30) minute meal period.

21 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
24 payment of one (1) additional hour of pay at their regular rates of pay when they were not
25 authorized and permitted to take a compliant rest period. In violation of the California Labor
26 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted
27 to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party
28 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of

1 pay when they were not authorized and permitted to take a compliant rest period.

2 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 receive complete and accurate wage statements in accordance with California law. In
5 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
6 were not provided complete and accurate wage statements.

7 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that they had a duty to maintain accurate and complete payroll records in
9 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
10 and intentionally failed to do so.

11 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
13 timely payment of wages during their employment. In violation of the California Labor Code,
14 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
15 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
16 premiums, within permissible time periods.

17 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
19 timely payment of all wages earned upon termination of employment. In violation of the
20 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
21 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
22 and/or meal and rest period premiums, within permissible time periods.

23 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 one day's rest in seven. In violation of the California Labor Code, Defendants required
26 Plaintiff and other non-party Aggrieved Employees to work more than six consecutive days
27 without a day of rest, where the total hours worked exceeded 30 hours in any week or six
28 hours in any one day thereof.

1 47. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 suitable resting facilities to cease work and recover during meal or rest periods, but failed to
4 provide suitable resting facilities.

5 48. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
7 suitable seating and/or were entitled to sit when it did not interfere with the performance of
8 their duties and also have seats nearby to use during a lull in tasks that do require moving
9 about or standing. In violation of the California Labor Code and applicable IWC Wage Order,
10 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with suitable
11 seating.

12 49. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 receive reimbursement for all business-related expenses and costs they incurred during the
15 course and scope of their employment and that they did not receive reimbursement of
16 applicable business-related expenses and costs incurred.

17 50. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants knew or should have known that Defendants had a duty to provide
19 Plaintiff and non-party Aggrieved Employees with written notice of the material terms of their
20 employment with Defendants as required by the California Wage Theft Prevention Act, but
21 failed to do so

22 51. Plaintiff is informed and believes, and thereon alleges, that at all times herein
23 mentioned, Defendants knew or should have known that they had a duty to compensate
24 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
25 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
26 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
27 that they were properly denied wages, all in order to increase Defendants' profits.

28 52. At all times herein set forth, PAGA provides that any provision of law under

1 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
2 assessed and collected by the LWDA for violations of the California Labor Code and
3 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
4 civil action brought on behalf of themselves and other current or former employees pursuant
5 to procedures outlined in California Labor Code section 2699.3.

6 53. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
7 person who was employed by the alleged violator and against whom one or more of the
8 alleged violations was committed.”

9 54. Plaintiff and other current and former employees of Defendants are “aggrieved
10 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
11 or former employees and one or more of the alleged violations were committed against them.

12 55. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
13 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
14 following requirements have been met:

- 15 (a) The aggrieved employee shall give written notice by online filing
16 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
17 to the employer of the specific provisions of the California Labor Code
18 alleged to have been violated, including the facts and theories to support
19 the alleged violations.
- 20 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
21 2699.3(a) and any employer response to that notice shall be
22 accompanied by a filing fee of seventy-five dollars (\$75).
- 23 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
24 employer and the aggrieved employee by certified mail that it does not
25 intend to investigate the alleged violation within sixty (60) calendar
26 days of the postmark date of the Employee’s Notice. Upon receipt of
27 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
28 five (65) calendar days of the postmark date of the Employee’s Notice,

1 the aggrieved employee may commence a civil action pursuant to
2 California Labor Code section 2699 to recover civil penalties in addition
3 to any other penalties to which the employee may be entitled.

4 56. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
5 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
6 provision other than those listed in Section 2699.5 after the following requirements have been
7 met:

- 8 (a) The aggrieved employee or representative shall give written notice by
9 online filing to the LWDA and by certified mail to the employer of the
10 specific provisions of the California Labor Code alleged to have been
11 violated (other than those listed in Section 2699.5), including the facts
12 and theories to support the alleged violation.
- 13 (b) An aggrieved employee's notice filed with the LWDA pursuant to
14 2699.3(c) and any employer response to that notice shall be
15 accompanied by a filing fee of seventy-five dollars (\$75).
- 16 (c) The employer may cure the alleged violation within thirty-three (33)
17 calendar days of the postmark date of the notice. The employer shall
18 give written notice by certified mail within that period of time to the
19 aggrieved employee or representative and the agency if the alleged
20 violation is cured, including a description of actions taken, and no civil
21 action pursuant to Section 2699 may commence. If the alleged violation
22 is not cured within the 33-day period, the employee may commence a
23 civil action pursuant to Section 2699.

24 57. On July 26, 2022, Plaintiff provided written notice by online filing to the
25 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
26 Code alleged to have been violated, including facts and theories to support the alleged
27 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
28 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The

1 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
2 Plaintiff PAGA Case Number LWDA-CM-897701-22. A true and correct copy of Plaintiff's
3 written notice to the LWDA and Defendants dated July 26, 2022, is attached hereto as
4 "Exhibit 1."

5 58. As of the filing date of this complaint, over 65 days have passed since Plaintiff
6 sent the written notice described above, and the LWDA has not responded that it intends to
7 investigate Plaintiff's claims, and Defendants have not cured the violations.

8 59. Thus, Plaintiff has satisfied the administrative prerequisites under California
9 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
10 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
11 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

12 60. Labor Code section 558(a) provides "[a]ny employer or other person acting on
13 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
14 provision regulating hours and days of work in any order of the Industrial Welfare
15 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
16 dollars (\$50) for each underpaid employee for each pay period for which the employee was
17 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
18 underpaid employee for each pay period for which the employee was underpaid. . . ." Labor
19 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
20 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
21 as a private attorney general, seeks assessment and collection of civil penalties under Labor
22 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
23 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
24 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
25 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
26 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the
27 applicable IWC Wage Order.

28 61. Defendants, at all times relevant to this complaint, were employers or persons

1 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
2 Employees' rights by violating various sections of the California Labor Code as set forth
3 above.

4 62. As set forth below, Defendants have violated numerous provisions of both the
5 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
6 Order.

7 63. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
8 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
9 private attorney general, seeks assessment and collection of civil penalties for herself, all other
10 non-party Aggrieved Employees, and the State of California against Defendants for violations
11 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552,
12 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

13 **FIRST CAUSE OF ACTION**

14 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

15 **(Against all Defendants)**

16 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 65. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
19 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
20 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
21 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits
22 aggrieved employees, including Plaintiff, to recover civil penalties for violations of those
23 Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

24 66. Defendants' conduct, as alleged herein, violates numerous sections of the
25 California Labor Code, including, but not limited to, the following:

- 26 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
27 Wage Order for Defendants' failure to compensate Plaintiff and other
28 non-party Aggrieved Employees with all required overtime pay, as set

1 forth below;

- 2 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
3 applicable IWC Wage Order for Defendants' failure to include all forms
4 of remuneration in the "regular rate" of pay as required by law for
5 purposes of paying overtime wages and/or meal and rest period
6 premiums to other non-party Aggrieved Employees, as set forth below;
- 7 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
8 the applicable IWC Wage Order for Defendants' failure to compensate
9 Plaintiff and other non-party Aggrieved Employees with at least
10 minimum wages for all hours worked, as set forth below;
- 11 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
12 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
13 and other non-party Aggrieved Employees with meal periods, as set
14 forth below;
- 15 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
16 applicable IWC Wage Order for Defendants' failure to authorize and
17 permit Plaintiff and other non-party Aggrieved Employees to take rest
18 periods, as set forth below;
- 19 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
20 IWC Wage Order for failure to provide accurate and complete wage
21 statements to Plaintiff and other non-party Aggrieved Employees, as set
22 forth below;
- 23 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
24 IWC Wage Order for failure to maintain payroll records, as set forth
25 below;
- 26 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
27 during employment, as set forth below;
- 28 (i) Violation of Labor Code section 201 and 202 for failure to pay all

1 earned wages upon termination, as set forth below;

2 (j) Violation of Labor Code sections 551 and 552 for failure to provide one
3 day's rest in seven to Plaintiff and other non-party Aggrieved Employees,
4 as set forth below;

5 (k) Violation of Labor Code section 1198 and the applicable IWC Wage
6 Order for failure to provide suitable resting facilities to Plaintiff and
7 other non-party Aggrieved Employees, as set forth below;

8 (l) Violation of Labor Code section 1198 and the applicable IWC Wage
9 Order for failing to provide suitable seating to Plaintiff and other non-
10 party Aggrieved Employees, as set forth below;

11 (m) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
12 and other non-party Aggrieved Employees for all business expenses
13 necessarily incurred, as set forth below; and

14 (n) Violation of Labor Code section 2810.5 for failure to provide notice of
15 material terms of employment, as set forth below.

16 **FAILURE TO PAY OVERTIME**

17 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

18 67. Labor Code section 1198 makes it illegal to employ an employee under
19 conditions of labor that are prohibited by the applicable wage order. California Labor Code
20 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
21 be the . . . standard conditions of labor for employees. The employment of any employee . . .
22 under conditions of labor prohibited by the order is unlawful.”

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

27 69. Specifically, the applicable IWC Wage Order provides that Defendants are and
28 were required to pay Plaintiff and other non-party Aggrieved Employees working more than

1 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
2 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
3 (40) hours in a workweek.

4 70. The applicable IWC Wage Order further provides that Defendants are and were
5 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
6 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
7 An employee's regular rate of pay includes all remuneration for employment paid to, or on
8 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

9 71. California Labor Code section 510 codifies the right to overtime compensation
10 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
11 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
12 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
13 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
14 in a day on the seventh (7th) day of work.

15 72. During the relevant time period, Defendants willfully failed to pay all overtime
16 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
17 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
18 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
19 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
20 not recorded.

21 73. First, Defendants had, and continue to have, a company-wide policy and/or
22 practice requiring Plaintiff and other non-party Aggrieved Employees to perform various
23 work-related tasks while off-the-clock before their shifts. For example, Plaintiff and other
24 non-party Aggrieved Employees were required to complete daily "competitor price surveys,"
25 which entailed driving to nearby gas stations to record competitor price data, but were not
26 compensated for their travel time or time spent gathering the price data. For example, before
27 clocking in for every shift, Plaintiff was required to drive from her home in Sacramento,
28 California, to competitor gas stations, such as Mobil or Chevron Extra Mile, and gather price

1 data before driving to work at Defendants' Fair Oaks or Rocklin, California locations.
2 Plaintiff spent approximately 5-10 minutes before every shift, driving to and from competitor
3 gas stations while off-the-clock, and was not paid for the time she spent traveling to other gas
4 stations or gathering data for Defendants on competitor gas stations. While this off-the-clock
5 work could have been accounted for and recorded by Defendants, instead, Defendants refused
6 to do so to avoid payment of additional wages to Plaintiff and other non-party Aggrieved
7 Employees. Defendants failed to track all of the time that employees spent performing work-
8 related tasks before their scheduled shifts, and Plaintiff and other non-party Aggrieved
9 Employees received no compensation for this time.

10 74. Second, Defendants had, and continue to have, a company-wide policy and/or
11 practice of understaffing their gas station locations while assigning heavy workloads, resulting
12 in a failure to provide Plaintiff and other non-party Aggrieved Employees with adequate meal
13 period coverage. Also, Defendants have systematically, and on a company-wide basis,
14 understaffed their locations by adopting a single-staffing model for their gas station locations
15 whereby only one employee was scheduled to work at certain times. By implementing a
16 single-staffing model, Defendants failed to provide adequate meal period coverage to allow
17 Plaintiff and other non-party Aggrieved Employees to take compliant meal periods.
18 Defendants also had a company-wide practice of failing to schedule meal periods, which
19 further prevented Plaintiff and other non-party Aggrieved Employees from being relieved of
20 their duties to take compliant meal periods. For example, Plaintiff regularly worked through
21 her meal periods in order to attend to customers. Consequently, Plaintiff and other non-party
22 Aggrieved Employees were required to work through and/or had their unpaid meal periods
23 interrupted in order to complete their assigned duties and handle customer demand, time for
24 which they were not paid. Further, on information and belief, because Defendants frowned
25 upon employees accruing meal period penalties, Defendants pressured Plaintiff and other non-
26 party Aggrieved Employees to clock out for meal periods and/or adjusted their time records to
27 reflect compliant meal periods, even when they did not receive a compliant meal period.
28 Consequently, Plaintiff and other non-party Aggrieved Employees performed work during

1 meal periods for which they were not paid.

2 75. Defendants knew or should have known that, as a result of these company-wide
3 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
4 their assigned duties off-the-clock before and after their shifts and during meal periods, and
5 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
6 and other non-party Aggrieved Employees worked shifts of eight (8) hours a day or more, or
7 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
8 premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid
9 overtime wages for all of the overtime hours they actually worked.

10 76. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
11 correct overtime rates for the recorded overtime hours that they generated. In addition to an
12 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
13 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
14 California Labor Code, Defendants failed to incorporate all remunerations, including incentive
15 pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
16 purposes of calculating the overtime wage rate. Therefore, during times when other non-party
17 Aggrieved Employees worked overtime and received these other forms of pay, Defendants
18 failed to pay all overtime wages by paying a lower overtime rate than required.

19 77. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
20 the balance of overtime compensation as required by California law, violates the provisions of
21 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
22 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
23 558 and/or 2699(a), (f), and (g).

24 **FAILURE TO PAY MINIMUM WAGES**

25 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

26 78. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
27 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
28 to be paid to employees, and the payment of a wage less than the minimum so fixed is

1 unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as “the time
2 during which an employee is subject to the control of an employer, and includes all the time
3 the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code.
4 Regs. tit. 8, § 11070(2)(G) (defining “Hours Worked”).

5 79. As stated above, during the relevant time period, Defendants had a company-
6 wide policy and/or practice requiring Plaintiff and other non-party Aggrieved Employees to
7 perform various work-related tasks while off-the-clock before their shifts, including
8 completing daily competitor price surveys before clocking in.

9 80. Additionally, as stated above, due to Defendants’ company-wide practices of
10 understaffing, implementation of a single-staffing model, assignment of heavy workloads,
11 failure to schedule meal periods, and/or subsequent lack of meal period coverage, Plaintiff and
12 other non-party Aggrieved Employees were impeded from taking all uninterrupted meal
13 periods to which they were entitled and were required to work during their meal periods, time
14 for which they were not paid.

15 81. Moreover, as stated, on information and belief, in order to limit meal penalties
16 that Defendants would otherwise owe, Defendants pressured Plaintiff and other non-party
17 Aggrieved Employees to clock out for meal periods and/or adjusted their time records to
18 reflect compliant meal periods, even when they did not receive a compliant meal period.

19 82. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
20 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
21 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
22 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
23 1194, 1197, and 1198.

24 83. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees
25 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
26 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
27 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

28 //

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

84. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and non-party Aggrieved Employees' employment by Defendants.

85. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

86. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

87. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

88. Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013).

89. As stated above, Defendants had, and continue to have, company-wide policies and/or practices of understaffing and/or single-staffing their store locations, which, combined with heavy workloads and a failure to schedule meal periods, has resulted in a lack of meal

1 period coverage and prevented Plaintiff and other non-party Aggrieved Employees from
2 taking all timely, uninterrupted meal periods to which they were entitled.

3 90. As a result, Plaintiff and other non-party Aggrieved Employees had to work
4 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
5 extended periods of time before taking meal periods. For example, Plaintiff often took her
6 meal periods late, after having worked in excess of five (5) hours into her shift, due to the lack
7 of coverage when she worked alone and in order to meet Defendants' customer service
8 expectations. Moreover, as stated, Plaintiff's meal periods were interrupted and/or shortened,
9 for the same reasons.

10 91. Furthermore, as stated, because Defendants frowned upon employees accruing
11 meal period penalties, Defendants' management pressured Plaintiff and other non-party
12 Aggrieved Employees to clock out for meal periods and/or adjusted Plaintiff's and other non-
13 party Aggrieved Employees' time records to reflect compliant meal periods, regardless of
14 whether they had received a compliant meal period. For example, Plaintiff was required to
15 clock out for her meal period to record that she had received compliant meal periods on shifts
16 when she had not, in fact, received these timely meal periods.

17 92. Also, Defendants did not provide Plaintiff and other non-party Aggrieved
18 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)
19 hours in one day. Plaintiff did not receive second 30-minute meal periods on days she worked
20 in excess of ten (10) hours in one day. Plaintiff and other non-party Aggrieved Employees did
21 not sign valid meal period waivers on days that they were entitled to meal periods and were
22 not relieved of all duties.

23 93. Moreover, Defendants had a company-wide policy of requiring all newly hired
24 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
25 the position that non-exempt, hourly paid employees had waived their rights to first and/or
26 second meal periods for the entirety of their employment and, on that basis, did not provide
27 them with all meal periods to which they were entitled. Furthermore, Defendants' meal
28 period waiver form requires employees to provide advanced written notice should they wish to

1 revoke the waiver. Defendants’ presumption that meal periods would not be provided for
2 shifts in excess of five (5) hours but less than six (6) hours and for shifts in excess of ten (10)
3 hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the
4 time of hire, and imposition on employees to revoke the waivers in writing and in advance,
5 discouraged and impeded Plaintiff and other non-party Aggrieved Employees from taking all
6 meal periods to which they were entitled.

7 94. Furthermore, an employer’s obligation to provide a meal period is only
8 “triggered” when the employer “employs an employee for a work period of more than five hours
9 per day.” *Brinker*, 53 Cal. 4th at 1039 (“If an employer engages, suffers, or permits anyone to
10 work for a full five hours, its meal break obligation is triggered.”).

11 [A]fter the meal break obligation is triggered . . . an employer is put to a
12 choice: it must (1) afford an off-duty meal period; (2) consent to a mutually
13 agreed-upon waiver if one hour or less will end the shift; or (3) obtain
14 written agreement to an on-duty meal period if circumstances permit.
Failure to do one of these will render the employer liable for premium pay.

15 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
16 required Plaintiff and other non-party Aggrieved Employees to sign meal period waivers
17 simultaneously at or near their time of hire (as opposed to on a specific work day) renders them
18 invalid and unenforceable, because Defendants’ obligation to provide Plaintiff and other non-
19 party Aggrieved Employees with meal periods did not arise until they had employed them for a
20 full five (5) hours.

21 95. In addition, Defendants took the position that the nature of work performed by
22 Plaintiff and other non-party Aggrieved Employees called for “on-duty” meal periods and on
23 that basis, did not provide off duty meal periods and did not pay Plaintiff and other non-party
24 Aggrieved Employees meal period premiums for non-compliant meal periods. Specifically,
25 Defendants implemented a company-wide “On-Duty Meal Break Agreement” and required
26 Plaintiff and other non-party Aggrieved Employees to execute the agreement at the time of hire.
27 Defendants’ “On-Duty Meal Break Agreement” provides, in relevant part:

28 I understand that I may be assigned to shifts that are between 6 and 10

1 hours in length. I also understand and agree that the nature of my work
2 prevents me from being relieved of all duties and requires me to remain on-
3 duty during my meal break. I voluntarily agree to an on-duty meal break.
I understand that any on-duty meal break is to be recorded on my time
records as time worked, and that I will be paid for such time. I further
understand that I will be given the opportunity to eat a meal while on duty...

4 96. However, Defendants' use of an "on-duty" meal period policy is and was
5 unlawful. Under California law, "on-duty" meal periods are a limited alternative to the
6 requirement to provide off-duty meal periods and can only be utilized under certain
7 circumstances. As applied in the context of gas station employees, the DLSE has found that
8 "on-duty" meal periods are only permissible where gas stations are located in an isolated area
9 and where no other employees are employed at the worksite.

10 97. Defendants' business did not require a single-employee staffing model given
11 multiple employees worked at their worksites. There were 3-5 other employees employed by
12 Defendants at Plaintiff's gas station location and the gas station location was not in an isolated
13 area. Further, the work of Defendants' gas station employees is not the kind that could be said
14 to meet the "nature of the work" exception. Plaintiff and other non-party Aggrieved Employees
15 were responsible for operating the cash register, providing customer service, and cleaning the
16 gas station and store. None of these tasks are akin to the kind that the DLSE has found warrants
17 an "on-duty" meal period, such as transporting hazardous materials via vehicles that must be
18 monitored at all times pursuant to federal regulation. Therefore, Defendants' use of an "on-
19 duty" meal period agreement is improper and unlawful.

20 98. At all times mentioned herein, Defendants knew or should have known that as a
21 result of their policies, Plaintiff and other non-party Aggrieved Employees were not actually
22 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or
23 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees
24 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

25 99. Furthermore, Defendants engaged in a company-wide practice and/or policy of
26 not paying all meal period premiums owed when compliant meal periods are not provided.
27 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
28 have not received premium pay for missed, late, and interrupted meal periods. Alternatively,

1 to the extent that Defendants did pay other non-party Aggrieved Employees premium pay for
2 missed, late, and interrupted meal periods, Defendants did not pay other non-party Aggrieved
3 Employees the correct rate of pay for premiums because Defendant systematically failed to
4 include all forms of compensation such as incentive pay and/or nondiscretionary bonuses,
5 and/or other forms of remuneration, in the regular rate of pay.

6 100. Defendants' conduct violates the applicable IWC Wage Order, and California
7 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
8 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
9 558 and/or 2699(a), (f), and (g).

10 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

11 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

12 101. At all relevant times herein set forth, the applicable IWC Wage Order and
13 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
14 non-party Aggrieved Employees' employment by Defendants.

15 102. At all relevant times, the applicable IWC Wage Order provides that "[e]very
16 employer shall authorize and permit all employees to take rest periods, which insofar as
17 practicable shall be in the middle of each work period" and that the "rest period time shall be
18 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
19 hours or major fraction thereof" unless the total daily work time is less than three and one-half
20 (3 ½) hours.

21 103. At all relevant times, California Labor Code section 226.7 provides that no
22 employer shall require an employee to work during any rest period mandated by an applicable
23 order of the California IWC. To comply with its obligation to authorize and permit rest
24 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
25 employer must "relinquish any control over how employees spend their break time, and
26 relieve their employees of all duties—including the obligation that an employee remain on
27 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
28 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

1 104. Pursuant to the applicable IWC Wage Order and California Labor Code section
2 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
3 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
4 required rest period was not authorized and permitted.

5 105. During the relevant time period, Defendants regularly failed to authorize and
6 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
7 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
8 Defendants' policies and/or practices of understaffing, single-staffing, and assignment of
9 heavy workloads prevented Plaintiff and other non-party Aggrieved Employees from being
10 relieved of all duty in order to take their rest periods. Defendants also failed to schedule rest
11 periods, which, coupled with Defendants' failure to provide adequate rest period coverage,
12 further led to Plaintiff and other non-party Aggrieved Employees not being authorized and
13 permitted to take compliant rest periods.

14 106. Furthermore, Defendants maintained a company-wide on-premises rest period
15 policy, which effectively required that Plaintiff and other non-party Aggrieved Employees
16 remain on or near the work premises during their rest periods. Because Plaintiff and other
17 non-party Aggrieved Employees were restricted from leaving the premises during rest periods,
18 they were denied the ability to use their rest periods freely for their own purposes, such as
19 running personal errands. Thus, Defendants effectively maintained control over Plaintiff and
20 other non-party Aggrieved Employees during rest periods.

21 107. As a result of Defendants' practices and policies, Plaintiff and other non-party
22 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
23 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
24 were entitled. For example, approximately five (5) times per week, Plaintiff would miss her
25 rest periods to meet customer demand and due to a lack of rest period coverage.

26 108. Defendants have also engaged in a systematic, company-wide practice and/or
27 policy of not paying rest period premiums owed when rest periods are not authorized and
28 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved

1 Employees have not received premium pay for all missed rest periods. Alternatively, to the
2 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour
3 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved
4 Employees at the correct rate of pay for premiums because Defendants failed to include all
5 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms
6 of remuneration, in the regular rate of pay.

7 109. Accordingly, Defendants failed to authorize and permit all compliant rest
8 periods and failed to pay the full rest period premiums due. Defendants' conduct violates the
9 applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198.
10 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
11 penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

12 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
13 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

14 110. At all relevant times herein, California Labor Code section 226(a) provides that
15 every employer shall furnish each of his or her employees an accurate and complete itemized
16 wage statement in writing, including, but not limited to, the name and address of the legal
17 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
18 applicable rates of pay.

19 111. During the relevant time period, Defendants have knowingly and intentionally
20 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
21 inaccurate wage statements. For example, Defendants issued uniform wage statements to
22 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
23 earned; total hours worked; net wages earned; the address of the legal entity that is the
24 employer; and all applicable hourly rates in effect during the pay period, including rates of
25 pay for overtime wages and/or meal and rest period premiums, and the corresponding number
26 of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
27 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

28 112. Because Defendants did not record the time Plaintiff and other non-party

1 Aggrieved Employees spent working off-the-clock and deducted time from their records for
2 meal periods that were interrupted and/or missed (and therefore time for which they should
3 have been paid), Defendants did not list the correct amount of gross wages and net wages
4 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section
5 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to
6 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
7 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
8 pay in effect during the pay period and the corresponding accurate number of hours worked at
9 each hourly rate, in violation of section 226(a)(9).

10 113. Additionally, because Defendants did not calculate other non-party Aggrieved
11 Employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal
12 and rest period premiums, Defendants did not list the correct amount of gross wages in
13 compliance with section 226(a)(1) and did not list the correct amount of net wages in violation
14 of section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in
15 effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and
16 rest period premiums, in violation of section 226(a)(9).

17 114. Further, and separate from these violations, Defendants issued uniform wage
18 statements to Plaintiff and other non-party Aggrieved Employees that failed to correctly list
19 the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of
20 section 226(a)(8) is to provide California employees with transparency as to the true identity
21 of their employer, to allow the employee to contact their employer during employment or in
22 the future for various reasons, including filing an administrative claim, judicial claim, or other
23 action to seek relief against their employer, to obtain unemployment benefits, etc. This
24 includes providing employees with a physical address of the employer. Plaintiff's and other
25 non-party Aggrieved Employees' wage statements incorrectly list the employer's address as
26 "1450 NORTH BENSON AVE., UPLAND, CA 91786," but according to the California
27 Secretary of State's website, Defendants' entity address should be "1450 N. BENSON AVE.,
28 **UNIT A**, UPLAND, CA 91786."

1 115. The wage statement deficiencies also include, among other things, failing to list
2 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
3 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
4 for which aggrieved employees were paid; failing to list the name of the employee and only
5 the last four digits of his or her social security number or an employee identification number
6 other than a social security number; failing to list the name of the legal entity that is the
7 employer; and/or failing to state all hours worked as a result of not recording or stating the
8 hours they worked off-the-clock.

9 116. California Labor Code section 1174(d) provides that “[e]very person employing
10 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
11 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
12 plants or establishments at which employees are employed, payroll records showing the hours
13 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
14 applicable piece rate paid to, employees employed at the respective plants or
15 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
16 civil penalty if they fail to maintain accurate and complete records as required by section
17 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
18 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
19 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
20 as a result of failing to record the off-the-clock hours that they worked.

21 117. California Labor Code section 1198 provides that the maximum hours of work
22 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
23 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
24 employment of any employees for longer hours than those fixed by the order or under
25 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
26 Wage Order, employers are required to keep accurate time records showing when the
27 employee begins and ends each work period and meal period. During the relevant time
28 period, Defendants engaged in company-wide practices and/or policies of failing to record

1 actual hours worked (including falsifying time records by recording that compliant meal
2 periods were taken regardless of if or when meal periods were actually taken), and thereby
3 failed to keep accurate records of work period and meal period start and stop times for
4 Plaintiff and other non-party Aggrieved Employees, in violation of section 1198.
5 Furthermore, in light of Defendants' failure to provide Plaintiff and other non-party Aggrieved
6 Employees with second 30-minute meal periods to which they were entitled, Defendants kept
7 no records of meal start and end times for second meal periods.

8 118. Defendants' conduct violates California Labor Code 226(a), 1174(d), and 1198.
9 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
10 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

11 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

12 **VIOLATION OF LABOR CODE SECTION 204**

13 119. At all relevant times herein set forth, California Labor Code section 204
14 requires that all wages earned by any person in any employment between the 1st and the 15th
15 days, inclusive, of any calendar month, other than those wages due upon termination of an
16 employee, are due and payable between the 16th and the 26th day of the month during which
17 the labor was performed. Labor Code section 204 further provides that all wages earned by
18 any person in any employment between the 16th and the last day, inclusive, of any calendar
19 month, other than those wages due upon termination of an employee, are due and payable
20 between the 1st and the 10th day of the following month.

21 120. At all relevant times herein, California Labor Code section 204 also requires
22 that all wages earned for labor in excess of the normal work period shall be paid no later than
23 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
24 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
25 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
26 more than seven (7) calendar days following the close of the payroll period.

27 121. During the relevant time period, Defendants willfully failed to pay Plaintiff and
28 other non-party Aggrieved Employees all wages due to them within any time period specified

1 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
2 wages, and/or meal and rest period premiums.

3 122. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
4 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

5 **FAILURE TO PAY WAGES UPON TERMINATION**

6 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

7 123. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
8 that if an employer discharges an employee, the wages earned and unpaid at the time of
9 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
10 her employment, his or her wages shall become due and payable not later than seventy-two
11 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
12 his or her intention to quit, in which case the employee is entitled to his or her wages at the
13 time of quitting.

14 124. On information and belief, Defendants have a company-wide practice or policy
15 of paying departing employees their final wages on the next regular pay cycle, instead of
16 adhering to the time requirements set forth in Labor Code sections 201 and 202. For example,
17 Plaintiff was terminated on May 27, 2022; however, she did not receive her final pay until on
18 or about June 10, 2022. Thus, Defendants failed to pay Plaintiff and other non-party
19 Aggrieved Employees their final wages immediately, in violation of California Labor Code
20 section 201.

21 125. Additionally, Defendants willfully failed to pay Plaintiff and other non-party
22 Aggrieved Employees who are no longer employed by Defendants all their earned wages,
23 including, but not limited to, overtime wages, minimum wages, and/or meal and rest
24 premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving
25 Defendants' employ.

26 126. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
27 who are no longer employed by Defendants their wages earned and unpaid at the time of
28 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates

1 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
2 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
3 2699(a), (f), and (g).

4 **FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN**
5 **VIOLATION OF LABOR CODE SECTIONS 551 and 552**

6 127. At all relevant times herein, California Labor Code section 551 provides that
7 every person employed in any occupation of labor is entitled to one day's rest in seven.
8 Additionally, California Labor Code section 552 prohibits employers from requiring
9 employees to work more than six consecutive days without a day of rest.

10 128. At all relevant times herein set forth, California Labor Code section 556
11 exempts an employer from the day-of-rest requirement when the total hours worked by an
12 employee do not exceed 30 hours in any week or six hours in any one day thereof.

13 129. During the relevant time period, Defendants required Plaintiff and other non-
14 party Aggrieved Employees to work approximately six (6) or more hours per day and seven
15 (7) consecutive days in a workweek. For example, Plaintiff worked 14 consecutive days
16 without being afforded the opportunity to take one day's rest. Because Plaintiff and other
17 non-party Aggrieved Employees worked over thirty (30) hours per week and over six (6)
18 hours in any one day in a workweek, they were not exempt from the day-of-rest requirement.
19 To the extent that Plaintiff and other non-party Aggrieved Employees signed purported
20 waivers of their right to a day's rest in seven, such waivers are invalid.

21 130. Thus, during the relevant time period, and in violation of California Labor
22 Code sections 551 and 552, Defendants caused Plaintiff and other non-party Aggrieved
23 Employees to work more than six days in seven. Plaintiff and other non-party Aggrieved
24 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
25 558 and/or 2699(a), (f), and (g).

26 //

27 //

28 //

FAILURE TO PROVIDE SUITABLE RESTING FACILITIES
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11070(13)(B)

131. At all relevant times herein, California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(13)(B) provides that “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

132. Defendants’ California gas station convenience stores are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. Defendants could have provided Plaintiff and other non-party Aggrieved Employees with a resting facility within all of their stores, with reasonable or no modification, but instead denied, and continue to deny, employees suitable areas to rest (e.g., a breakroom with seats). As a result, Plaintiff and other non-party Aggrieved Employees were forced to adjust to areas not conducive to resting, such as the floor or on a step stool, or search for areas outside of the store which are not designated or reserved for their rest.

133. Defendants did not provide Plaintiff and other non-party Aggrieved Employees with suitable resting facilities during their work hours, particularly during meal or rest periods. In other words, during the times when Plaintiff and other non-party Aggrieved Employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, Defendants denied them any area within their stores to cease work and recover. Moreover, Defendants did not inform Plaintiff and other non-party Aggrieved Employees of their rights to suitable resting facilities under California law.

134. As a result of Defendants’ company-wide policy and/or practice of denying

1 employees any area to rest within their stores and company-wide failure to provide resting
2 facilities in their stores, Plaintiff and other non-party Aggrieved Employees were forced to
3 adjust to areas not conducive to resting or search for facilities outside their stores to cease
4 work and recover. Defendants' failure to provide suitable resting facilities to Plaintiff and
5 other non-party Aggrieved Employees violates California Labor Code section 1198 and IWC
6 Wage Order No. 7-2001, subdivision 13(B).

7 135. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
8 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

9 **FAILURE TO PROVIDE SUITABLE SEATING**
10 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
11 **REGULATIONS, TITLE 8, SECTION 11070(14)(A)**

12 136. At all relevant times herein, California Labor Code section 1198 makes it
13 illegal to employ an employee under conditions of labor that are prohibited by the applicable
14 wage order. California Labor Code section 1198 requires that “. . . the standard conditions of
15 labor fixed by the commission shall be the . . . standard conditions of labor for employees.
16 The employment of any employee . . . under conditions of labor prohibited by the order is
17 unlawful.”

18 137. California Code of Regulations, Title 8, section 11070(14)(A) provides that
19 “[a]ll working employees shall be provided with suitable seats when the nature of the work
20 reasonably permits the use of seats.”

21 138. Defendants' California gas station convenience stores are generally similar in
22 their layout and design and there was, and continues to be, space behind cash wraps to allow
23 for the presence and use of a seat or stool by Plaintiff and other non-party Aggrieved
24 Employees (with reasonable or no modification to these work areas) during the performance
25 of their work duties. Defendants could have provided Plaintiff and other non-party Aggrieved
26 Employees with a seat or stool at cash wraps, but instead denied them seating and forced
27 Plaintiff and other non-party Aggrieved Employees to stand throughout the day.

28 139. Plaintiff and other non-party Aggrieved Employees spent a portion of their day

1 behind these cash wraps. The nature of the work of an employee performing cashier duties
2 can reasonably be accomplished from a seated position. However, Defendants systematically,
3 and on a company-wide basis, do not provide seats or stools at or near the cash wraps, forcing
4 Plaintiff and other non-party Aggrieved Employees to stand throughout their work shifts.

5 140. Defendants violated California Labor Code section 1198 and California Code
6 of Regulations, Title 8, section 11070(14)(A), because Plaintiff and other non-party
7 Aggrieved Employees were not allowed to sit, even when it would not have interfered with
8 the performance of their duties, nor were they provided with suitable seats. Defendants'
9 management did not inform Plaintiff and other non-party Aggrieved Employees that they were
10 allowed to sit down, provide any means for them to sit down, or mention any policy regarding
11 sitting.

12 141. As a result of Defendants' company-wide policy and/or practice of prohibiting
13 employees from sitting during their shifts and company-wide failure to provide suitable
14 seating, Plaintiff and other non-party Aggrieved Employees were forced to stand during shifts
15 and denied seats. Defendants' failure to provide suitable seating to Plaintiff and other non-
16 party Aggrieved Employees violated and continues to violate California Labor Code section
17 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

18 142. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
19 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

20 **FAILURE TO PROVIDE SUITABLE SEATING**

21 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
22 **REGULATIONS, TITLE 8, SECTION 11070(14)(B)**

23 143. At all relevant times herein, California Labor Code section 1198 makes it
24 illegal to employ an employee under conditions of labor that are prohibited by the applicable
25 IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard
26 conditions of labor fixed by the commission shall be the . . . standard conditions of labor for
27 employees. The employment of any employee . . . under conditions of labor prohibited by the
28 order is unlawful.”

1 144. California Code of Regulations, Title 8, section 11070 subdivision 14(B)
2 provides that “[w]hen employees are not engaged in the active duties of their employment and
3 the nature of the work requires standing, an adequate number of suitable seats shall be placed
4 in reasonable proximity to the work area and employees shall be permitted to use such seats
5 when it does not interfere with the performance of their duties.”

6 145. During the relevant time period, Defendants violated California Labor Code
7 section 1198 and California Code of Regulations, Title 8, section 11070(14)(B), because
8 Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even during lulls
9 in their work duties, nor were they provided with suitable seats in reasonable proximity to
10 their work areas.

11 146. Defendants’ California stores are generally similar in their layout and design
12 and there was, and continues to be, space near their work areas (with reasonable or no
13 modification to these work areas) to allow for the presence and use of a seat or stool by
14 Plaintiff and other non-party Aggrieved Employees during lulls in operation. Defendants
15 could have provided Plaintiff and other non-party Aggrieved Employees with a seat or stool in
16 their work areas, but instead denied Plaintiff and other non-party Aggrieved Employees
17 suitable seating altogether and effectively forced Plaintiff and other non-party Aggrieved
18 Employees to stand throughout the day.

19 147. Defendants did not provide Plaintiff and other non-party Aggrieved Employees
20 with seats or stools in reasonable proximity to their work areas to allow them to use seats
21 when it would not interfere with the performance of their duties for times when they were not
22 engaged in active duties that require standing. In other words, to the extent Plaintiff and other
23 non-party Aggrieved Employees engaged in duties in which the nature of the work required
24 standing, Defendants denied them the use of seats nearby during lulls in their work duties.
25 Moreover, Defendants did not inform Plaintiff and other non-party Aggrieved Employees of
26 their rights to a seat or stool under California law.

27 148. As a result of Defendants’ company-wide policy and/or practice of prohibiting
28 employees from sitting at any time, even when they were not engaged in active duties

1 requiring standing, and company-wide failure to provide seats in reasonable proximity to their
2 work areas, Plaintiff and other non-party Aggrieved Employees were forced to stand during
3 shifts and denied seats. Defendants' failure to provide suitable seating to Plaintiff and other
4 non-party Aggrieved Employees violated and continues to violate California Labor Code
5 section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

6 149. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
7 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

8 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

9 **VIOLATION OF LABOR CODE SECTION 2802**

10 150. At all times herein set forth, California Labor Code section 2802 provides that
11 an employer must reimburse employees for all necessary expenditures and losses incurred by
12 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
13 to prevent employers from passing off their cost of doing business and operating expenses on
14 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
15 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: "[w]hen
16 tools or equipment are required by the employer or are necessary to the performance of a job,
17 such tools and equipment shall be provided and maintained by the employer, except that an
18 employee whose wages are at least two (2) times the minimum wage provided herein may be
19 required to provide and maintain hand tools and equipment customarily required by the trade
20 or craft." IWC Wage Order No. 7-2001 further provides that: "[w]hen uniforms are required
21 by the employer to be worn by the employee as a condition of employment, such uniforms
22 shall be provided and maintained by the employer."

23 151. First, Defendants had a company-wide policy of requiring Plaintiff and other
24 non-party Aggrieved Employees to utilize their own personal vehicles or obtain alternate
25 transportation to carry out company business, but failed to reimburse them for all costs of
26 travel, including mileage. For example, Plaintiff was required to drive to Defendants' gas
27 station competitors, such as Mobil or Chevron Extra Mile, to gather price data before the start
28 of her shift. Although Defendants required Plaintiff and other non-party Aggrieved

1 Employees to utilize their own vehicles or obtain alternate transportation to carry out their
2 work-related responsibilities, Defendants did not reimburse them for their travel expenses.

3 152. Second, during the relevant time period, Defendants, on a company-wide basis,
4 required that Plaintiff and other non-party Aggrieved Employees use their own personal
5 mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out
6 their job duties, but failed to reimburse them for the costs of their work-related mobile device
7 expenses. For example, Plaintiff and other non-party Aggrieved Employees were required to
8 use their personal mobile devices for work-related tasks, including responding to calls or text
9 messages from Defendants' managers. Specifically, Plaintiff used her personal cellular phone
10 to respond to calls or text messages from her managers regarding completing paperwork and
11 preparing for store visits from Defendants' owner. Although Defendants required Plaintiff
12 and other non-party Aggrieved Employees to utilize their personal mobile devices and/or
13 mobile data to carry out their work-related responsibilities, Defendants failed to reimburse
14 them for these costs.

15 153. Third, during the relevant time period, Defendants expected Plaintiff and other
16 non-party Aggrieved Employees to wear uniforms bearing the company logo, including
17 uniform shirts. However, Defendants did not provide their employees with sufficient
18 uniforms to wear for their shifts throughout the week. For example, Defendants only provided
19 Plaintiff with one (1) uniform shirt during her employment. Because Defendants failed to
20 provide Plaintiff and other non-party Aggrieved Employees with an adequate number of
21 uniform shirts in relation to their scheduled shifts and for the tasks they were required to
22 perform, Plaintiff and other non-party Aggrieved Employees had to wash their uniforms more
23 frequently than they otherwise do laundry, and incur expenses in doing so. Thus, Defendants
24 failed to maintain uniforms they required Plaintiff and other non-party Aggrieved Employees
25 to wear during their shifts and forced them to incur the cost of maintaining employee
26 uniforms.

27 154. Defendants could have provided Plaintiff and other non-party Aggrieved
28 Employees with the actual equipment for use on the job, such as company vehicles, company

1 mobile devices, and access to laundering services. Or, Defendants could have reimbursed
2 employees for their mileage, travel expenses, mobile device usage, and costs of their
3 laundering expenses or provided a uniform maintenance allowance. Instead, Defendants
4 passed these operating costs off onto Plaintiff and other non-party Aggrieved Employees. At
5 all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

6 155. Defendants' company-wide policy and/or practice of not reimbursing
7 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
8 and other non-party Aggrieved Employees violates California Labor Code section 2802.
9 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
10 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

11 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
12 **EMPLOYMENT**

13 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

14 156. California's Wage Theft Prevention Act was enacted to ensure that employers
15 provide employees with basic information material to their employment relationship at the
16 time of hiring, and to ensure that employees are given written and timely notice of any
17 changes to basic information material to their employment. Codified at California Labor
18 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
19 employer must provide written notice to employees containing basic and material payroll
20 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
21 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
22 overtime, the regular payday designated by the employer, and any allowances claims as part
23 of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-
24 (C).

25 157. During the relevant time period, Defendants failed to provide Plaintiff and
26 other non-party Aggrieved Employees with written notice that lists all the requisite
27 information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

28 158. Defendants' failure to provide Plaintiff and other non-party Aggrieved

1 Employees with written notice of basic information regarding their employment with
2 Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other non-
3 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor
4 Code sections 2699(a), (f), and (g).

5 **REQUEST FOR JURY TRIAL**

6 Plaintiff requests a trial by jury.

7 **PRAYER FOR RELIEF**

8 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
9 judgment against Defendants, jointly and severally, as follows:

10 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
11 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different
12 amount.

13 **As to the First Cause of Action**

14 2. That the Court declare, adjudge and decree that Defendants violated the
15 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
16 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
17 (by failing to include all forms of remuneration in the "regular rate" of pay for purposes of
18 paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and
19 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
20 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
21 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
22 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned
23 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon
24 termination); 551 and 552 (by failing to provide one day's rest in seven); 1198 and the
25 applicable IWC Wage Order (by failing to provide suitable resting facilities and/or suitable
26 seating); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide
27 written notice of information material to employment).

28 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,

1 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,
2 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and
3 2810.5;

4 4. For attorneys' fees and costs pursuant to California Labor Code section
5 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
6 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d),
7 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

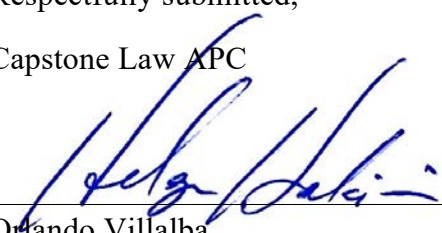
8 5. For pre-judgment and post-judgment interest as provided by law; and

9 6. For such other and further relief as the Court may deem equitable and
10 appropriate.

11
12 Dated: September 30, 2022

Respectfully submitted,

13 Capstone Law APC

14
15 By: 

16 Orlando Villalba

Helga Hakimi

17 Roxanna Tabatabaee pour

18 Attorneys for Plaintiff Antwanette King
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EXHIBIT “1”



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310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
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July 26, 2022

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Antwanette King v. RADC Enterprises, Inc., et al.*

Dear PAGA Administrator:

This office represents Antwanette King in connection with her claims under the California Labor Code. Ms. King was an employee of RADC ENTERPRISES, INC.; ANABI CONVENIENCE CENTERS, INC.; ANABI OIL CORPORATION; C.A.R. ENTERPRISES, INC.; EDE ENTERPRISES, INC.; HOLLINS MANAGEMENT GROUP, INC.; JBL OIL CORPORATION; JV S&T, INC.; NMSO, INC.; QUICKBITES, INC.; S & M OIL CORPORATION; and/or TMSO, INC. For the purpose of this letter, Ms. King collectively refers to these entities as "RADC."

The employers may be contacted directly at the addresses below:

RADC ENTERPRISES, INC.
1450 N. BENSON AVE., UNIT A
UPLAND, CA 91786

ANABI CONVENIENCE CENTERS, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

ANABI OIL CORPORATION
1450 NORTH BENSON AVENUE UNIT A
UPLAND, CA 91786

C.A.R. ENTERPRISES, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

EDE ENTERPRISES, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

HOLLINS MANAGEMENT GROUP, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

JBL OIL CORPORATION
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

JV S&T, INC.
1450 NORTH BENSON AVENUE
UPLAND, CA 91786

NMSO, INC.
1450 N. BENSON AVE.
UPLAND, CA 91786

QUICKBITES, INC.
1450 N BENSON AVE., UNIT A
UPLAND, CA 91786

S & M OIL CORPORATION
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

TMSO, INC.
1450 N. BENSON AVENUE, UNIT A
NEWPORT BEACH, CA 91786

TMSO, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

Ms. King intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. King seeks relief on behalf of herself, the State of California, and other persons who are or were employed by RADC in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

RADC employed Ms. King as a non-exempt, hourly paid employee from approximately January 2022 to May 2022. During her employment with RADC, Ms. King worked as an Assistant Manager for RADC at its convenience stores located at 5345 Hazel Avenue, Fair Oaks, California 95628 and 2325 Sunset Boulevard, Rocklin, California 95765. She typically worked 9-10 hours per day, five (5) days per week, and approximately 50 hours per week. At the time her employment with RADC ended, Ms. King was compensated approximately \$16.00 per hour. Her job duties included, without limitation, operating the cash register, operating and cleaning food service equipment, providing customer service, performing inventory duties, completing price competition surveys, and organizing and maintaining the cleanliness of the gas station and convenience store.

RADC has committed one or more of the following Labor Code violations against Ms. King, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

RADC's Company-Wide and Uniform Payroll and HR Practices

RADC ENTERPRISES, INC.; ANABI CONVENIENCE CENTERS, INC.; ANABI OIL CORPORATION; C.A.R. ENTERPRISES, INC.; EDE ENTERPRISES, INC.; HOLLINS MANAGEMENT GROUP, INC.; JBL OIL CORPORATION; JV S&T, INC.; NMSO, INC.; QUICKBITES, INC.; S & M OIL CORPORATION; and TMSO, INC. are California corporations. RADC owns and operates gas station convenience stores and sells and delivers gasoline and diesel fuel, with approximately 16 locations in California. Upon information and belief, RADC maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Upland, California, for all non-exempt, hourly paid employees working for RADC in California, including Ms. King and other aggrieved employees. At all relevant times, RADC issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. King and other aggrieved employees, regardless of their location or position.

¹ These facts, theories, and claims are based on Ms. King's experience and counsel's review of those records currently available relating to Ms. King's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. King reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

Upon information and belief, RADC maintains a centralized Payroll department at its corporate headquarters in Upland, California, which processes payroll for all non-exempt, hourly paid employees working for RADC in California, including Ms. King and other aggrieved employees. Further, RADC issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. King and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, RADC utilized the same methods and formulas when calculating wages due to Ms. King and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

RADC willfully failed to pay all overtime wages owed to Ms. King and other aggrieved employees. During the relevant time period, Ms. King and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, RADC had, and continues to have, a company-wide policy and/or practice requiring Ms. King and other aggrieved employees to perform various work-related tasks while off-the-clock before their shifts. For example, Ms. King and other aggrieved employees were required to complete daily "competitor price surveys," which entailed driving to nearby gas stations to record competitor price data, but were not compensated for their travel time or time spent gathering the price data. For example, before clocking in for every shift, Ms. King was required to drive from her home in Sacramento, California to competitor gas stations, such as Mobil or Chevron Extra Mile, and gather price data before driving to work at RADC's Fair Oaks or Rocklin, California locations. Ms. King spent approximately 5-10 minutes before every shift, driving to and from competitor gas stations while off-the-clock, and was not paid for the time she spent traveling to other gas stations or gathering data for RADC on competitor gas stations. While this off-the-clock work could have been accounted for and recorded by RADC, instead, RADC refused to do so to avoid payment of additional wages to Ms. King and other aggrieved employees. RADC failed to track all of the time that employees spent performing work-related tasks before their scheduled shifts, and Ms. King and other aggrieved employees received no compensation for this time.

Second, RADC had, and continues to have, a company-wide policy and/or practice of understaffing its gas station locations while assigning heavy workloads, resulting in a failure to provide Ms. King and other aggrieved employees with adequate meal period coverage. Also, RADC has systematically, and on a company-wide basis, understaffed its locations by adopting a single-staffing model for its gas station locations whereby only one employee was scheduled to work at certain times. By implementing a single-staffing model, RADC failed to provide adequate meal period coverage to allow Ms. King and other aggrieved employees to take compliant meal periods. RADC also had a company-wide practice of failing to schedule meal periods, which further prevented Ms. King and other aggrieved employees from being relieved of their duties to take compliant meal periods. For example, Ms. King regularly worked through her meal periods in order to attend to customers. Consequently, Ms. King and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their

assigned duties and handle customer demand, time for which they were not paid. Further, on information and belief, because RADC frowned upon employees accruing meal period penalties, RADC pressured Ms. King and other aggrieved employees to clock out for meal periods and/or adjusted their time records to reflect compliant meal periods, even when they did not receive a compliant meal period. Consequently, Ms. King and other aggrieved employees performed work during meal periods for which they were not paid.

RADC knew or should have known that, as a result of these company-wide practices and/or policies, Ms. King and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. King and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

Moreover, RADC did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, RADC paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, RADC failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, RADC failed to pay all overtime wages by paying the hourly rate instead of the regulate rate.

RADC's failure to pay Ms. King and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. King and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

As stated, during the relevant time period, RADC had a company-wide policy and/or practice requiring Ms. King and other aggrieved employees to perform various work-related tasks while off-the-clock before their shifts, including completing daily, competitor price surveys before clocking in.

Additionally, as stated above, due to RADC's company-wide practices of understaffing, implementation of single-staffing model, assignment of heavy workloads, failure to schedule meal periods, and/or subsequent lack of meal period coverage, Ms. King and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work during their meal periods, time for which they were not paid.

Moreover, as stated, on information and belief, in order to limit meal penalties that RADC would otherwise owe, RADC pressured Ms. King and other aggrieved employees to clock out for meal periods

and/or adjusted their time records to reflect compliant meal periods, even when they did not receive a compliant meal period.

Thus, RADC did not pay minimum wages for all hours worked by Ms. King and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, RADC did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, RADC regularly failed to pay at least minimum wages to Ms. King and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. King and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013).

As stated above, RADC had, and continues to have, company-wide policies and/or practices of understaffing and/or single-staffing its store locations, which, combined with heavy workloads and a failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Ms. King and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled.

As a result, Ms. King and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. King often took her meal periods late, after having worked in excess of five (5) hours into her shift, due to the lack of coverage when she worked alone and in order to meet RADC's customer service expectations. Moreover, as stated, Ms. King's meal periods were interrupted and/or shortened, for the same reasons.

Furthermore, as stated, because RADC frowned upon employees accruing meal period penalties, RADC's management pressured Ms. King and other aggrieved employees to clock out for meal periods and/or

adjusted Ms. King's and other aggrieved employees' time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period. For example, Ms. King was required to clock out for her meal period to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely meal periods.

Also, RADC did not provide Ms. King and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. King did not receive second 30-minute meal periods on days she worked in excess of ten (10) hours in one day. Ms. King and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, RADC had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. RADC took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, RADC's meal period waiver form requires employees to provide advanced written notice should they wish to revoke the waiver. RADC's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing and in advance, discouraged and impeded Ms. King and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That RADC required Ms. King and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because RADC's obligation to provide Ms. King and aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

In addition, RADC took the position that the nature of work performed by Ms. King and other aggrieved employees called for "on-duty" meal periods and on that basis, did not provide off duty meal periods and did not pay Ms. King and other aggrieved employees meal period premiums for non-compliant meal periods. Specifically, RADC implemented a company-wide "On-Duty Meal Break Agreement" and required Ms. King and other aggrieved employees to execute the agreement at the time of hire. RADC's "On-Duty Meal Break Agreement" provides, in relevant part:

I understand that I may be assigned to shifts that are between 6 and 10 hours in length. I also understand and agree that the nature of my work prevents me from being relieved of all duties and requires me to remain on-duty during my meal break. I voluntarily agree to an on-duty meal break. I understand that any on-duty meal break is to be recorded on my time records as time worked, and that I will be

paid for such time. I further understand that I will be given the opportunity to eat a meal while on duty...

However, RADC's use of an "on-duty" meal period policy is and was unlawful. Under California law, "on-duty" meal periods are a limited alternative to the requirement to provide off-duty meal periods and can only be utilized under certain circumstances. As applied in the context of gas station employees, the DLSE has found that "on-duty" meal periods are only permissible where gas stations are located in an isolated area and where no other employees are employed at the worksite.

RADC's business did not require a single-employee staffing model given multiple employees worked at its worksites. There were 3-5 other employees employed by RADC at Ms. King's gas station location and the gas station location was not in an isolated area. Further, the work of RADC's gas station employees is not the kind that could be said to meet the "nature of the work" exception. Ms. King and other employees were responsible for operating the cash register, providing customer service, and cleaning the gas station and store. None of these tasks is akin to the kind that the DLSE has found warrant an "on-duty" meal period, such as transporting hazardous materials via vehicles that must be monitored at all times pursuant to federal regulation. Therefore, RADC's use of an "on duty" meal period is improper and unlawful.

At all times mentioned herein, RADC knew or should have known that as a result of its policies, Ms. King and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. RADC further knew or should have known that it did not pay Ms. King and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, RADC engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. King and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that RADC did pay Ms. King and/or other aggrieved employees for missed, late, and interrupted meal periods, RADC did not pay Ms. King and/or other aggrieved employees at the correct rate of pay for premiums because RADC systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, RADC failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. King and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. 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. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, RADC regularly failed to authorize and permit Ms. King and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, RADC’s policies and/or practices of understaffing, single-staffing model, and assignment of heavy workloads prevented Ms. King and other aggrieved employees from being relieved of all duty in order to take their rest periods. RADC also failed to schedule rest periods, which, coupled with RADC’s failure to provide adequate rest period coverage, further led to Ms. King and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, RADC maintained a company-wide on-premises rest period policy, which mandated that Ms. King and other aggrieved employees remain on RADC’s premises during their rest periods. Because Ms. King and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, RADC effectively maintained control over Ms. King and other aggrieved employees during rest periods.

As a result of RADC’s practices and policies, Ms. King and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, approximately five (5) times per week, Ms. King would miss her rest periods to meet customer demand and due to a lack of rest period coverage.

RADC also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. King and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that RADC did pay Ms. King and/or other aggrieved employees one (1) additional hour of premium pay for missed rest periods, RADC did not pay Ms. King and/or other aggrieved employees at the correct rate of pay for premiums because RADC failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, RADC failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. King and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. RADC has not provided Ms. King and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, RADC has knowingly and intentionally provided Ms. King and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, RADC issued uniform wage statements to Ms. King and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, RADC violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because RADC did not record the time Ms. King and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), RADC did not list the correct amount of gross wages and net wages earned by Ms. King and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, RADC failed to accurately list the total number of the hours worked by Ms. King and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

In addition, because RADC did not calculate Ms. King's and/or other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, RADC did not list the correct amount of gross wages earned by Ms. King and/or other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by Ms. King and/or other aggrieved employees in violation of section 226(a)(5). RADC also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

Further, and separate from these violations, RADC issued uniform wage statements to Ms. King and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. This includes providing employees with a physical address of the employer. Ms. King's and other aggrieved employees' wage statements incorrectly list the employer's address as "1450 NORTH BENSON AVE., UPLAND, CA 91786," but according to the California Secretary of State's website, RADC's entity address should be "1450 N. BENSON AVE., UNIT A UPLAND, CA 91786." *See example paystub below.*

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all

minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), RADC willfully failed to maintain accurate payroll records for Ms. King and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, RADC engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. King and other aggrieved employees in violation of section 1198. Furthermore, in light of RADC’s failure to provide Ms. King and other aggrieved employees with second 30-minute meal periods to which they were entitled, RADC kept no records of meal start and end times for second meal periods.

Because RADC failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. King and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. King and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. King and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, RADC failed to pay Ms. King and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. King and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, RADC has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. King was terminated on May 27, 2022; however, she did not receive her final pay until on or about June 10, 2022. Thus, RADC failed to pay Ms. King and other aggrieved employees their final wages immediately, in violation of California Labor Code section 201.

Additionally, RADC willfully failed to pay Ms. King and other aggrieved employees who are no longer employed by RADC all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving RADC's employ.

Ms. King and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 551 and 552 – Failure to Provide One Day's Rest in Seven

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six (6) hours in any one day thereof.

During the relevant period, RADC required Ms. King and other aggrieved employees to work approximately six (6) or more hours per day and seven (7) consecutive days in a workweek. For example, Ms. King worked 14 consecutive days without being afforded the opportunity to take one day's rest. Because Ms. King and other aggrieved employees worked over thirty (30) hours per week and over six (6) hours in any one day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Ms. King and other aggrieved employees signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

Thus, RADC caused Ms. King and other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Ms. King and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 13(B) – Failure to Provide Suitable Resting Facilities

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(13)(B) provides that “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

RADC’s California gas station stores are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. RADC could have provided Ms. King and other aggrieved employees with a suitable resting facility within all of its gas station stores, with reasonable or no modification, but instead denied, and continues to deny, employees suitable areas to rest (e.g., a breakroom with seats). As a result, Ms. King and other aggrieved employees were forced to adjust to areas not conducive to resting, such as the floor or on a step stool, or search for areas outside of the store which are not designated or reserved for their rest.

RADC did not provide Ms. King and other aggrieved employees with suitable resting facilities during their work hours, particularly during meal or rest periods. In other words, during the times when Ms. King and other aggrieved employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, RADC denied them any area within its gas station stores to cease work and recover. Moreover, RADC did not inform Ms. King and other aggrieved employees of their rights to suitable resting facilities under California law.

As a result of RADC’s company-wide failure to provide suitable resting facilities in its gas station stores, Ms. King and other aggrieved employees were forced to adjust to areas not conducive to resting or search for facilities outside their stores to cease work and recover. RADC’s failure to provide suitable resting facilities to Ms. King and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 13(B).

Ms. King and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring RADC into compliance with California’s resting facilities requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks

that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

RADC’s California gas station stores are generally similar in their layout and design and there was, and continues to be, space behind cash wraps to allow for the presence and use of a seat or stool by Ms. King and other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. RADC could provide Ms. King and other aggrieved employees with a seat or stool at its cash wraps, but instead denies employees seating and forces Ms. King and other aggrieved employees to stand throughout the day.

Ms. King and other aggrieved employees spent a portion of their day behind or at these cash wraps. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. However, as set forth herein, RADC systematically, and on a company-wide basis, does not provide seats or stools at or near the cash wraps, forcing Ms. King and other aggrieved employees to stand throughout their work shifts.

RADC violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Ms. King and other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. RADC’s management did not inform Ms. King and other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of RADC’s company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Ms. King and other aggrieved employees were forced to stand during shifts and denied seats. RADC’s failure to provide suitable seating to Ms. King and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Ms. King and other aggrieved employees are therefore entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring RADC into compliance with California’s seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565

(Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during “lulls in operation.” *Id.*

RADC’s California gas station stores are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Ms. King and other aggrieved employees during lulls in operation. RADC could have provided Ms. King and other aggrieved employees with a seat or stool in its work areas, but instead denied, and continues to deny, employees seating, forcing them to stand throughout the day.

RADC did not provide Ms. King and other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. King and other aggrieved employees engaged in duties in which the nature of the work required standing, RADC denied them the use of seats nearby during lulls in their work duties. Moreover, RADC did not inform Ms. King and other aggrieved employees of their rights to a seat or stool under California law.

As a result of RADC’s company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Ms. King and other aggrieved employees were forced to stand during shifts and denied seats. RADC’s failure to provide suitable seating to Ms. King and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Ms. King and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring RADC into compliance with California’s seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 7-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, RADC had a company-wide policy of requiring Ms. King and other aggrieved employees to utilize their own personal vehicles or obtain alternate transportation to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, Ms. King was required to drive to RADC’s gas station competitors, such as Mobil or Chevron Extra Mile, to gather price data before the start of her shift. Although RADC required Ms. King and other aggrieved employees to utilize their own

vehicles or obtain alternate transportation to carry out their work-related responsibilities, RADC did not reimburse them for their travel expenses.

Second, during the relevant time period, RADC, on a company-wide basis, required Ms. King and other aggrieved employees to use their own personal mobile devices, including, but not limited to cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the cost of their work-related mobile device expenses. Ms. King and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls or text messages from RADC's management. Specifically, Ms. King used her personal cellular phone to respond to calls or text messages from her managers regarding completing paperwork and preparing for store visits from RADC's owner. Although RADC required Ms. King and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, RADC failed to reimburse them for these costs.

Third, during the relevant time period, RADC expected Ms. King and other aggrieved employees to wear uniforms bearing the company logo, including uniform shirts. However, RADC did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, RADC only provided Ms. King with one (1) uniform shirt during her employment. Because RADC failed to provide Ms. King and other aggrieved employees with an adequate number of uniform shirts in relation to their scheduled shifts and for the tasks they were required to perform, Ms. King and other aggrieved employees had to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. Thus, RADC failed to maintain the uniforms it required Ms. King and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

RADC could have provided Ms. King and other aggrieved employees with the actual tools for use on the job, such as company vehicles, company mobile devices, and access to laundering services. Or, RADC could have reimbursed employees for their mileage, travel expenses, mobile device usage, and costs of laundering expenses or provided a uniform maintenance allowance. Instead, RADC passed these operating costs off onto Ms. King and other aggrieved employees. At all relevant times, Ms. King did not earn at least two (2) times the minimum wage.

Thus, RADC had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. King and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

At all relevant times, on information and belief, RADC failed, on a company-wide basis, to provide written notice to Ms. King and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). RADC's failure to provide Ms. King and other aggrieved employees with written notice of basic information regarding their employment with RADC is in violation of Labor Code section 2810.5.

Ms. King and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." RADC, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. King's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. King seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. King, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against RADC for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. King seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. King's reasonable attempt to settle her dispute with RADC prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform RADC of Ms. King's aforementioned grievances and the proposed remedies as detailed below, while affording RADC a reasonable opportunity to satisfy Ms. King's demands.

Demand is hereby made that RADC shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. RADC shall pay Ms. King and all other aggrieved employees employed by RADC at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. RADC shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.

3. RADC shall conduct a survey or interview all current and former aggrieved employees in California who worked for RADC in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for travel expenses, mileage, mobile device expenses, uniform maintenance, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. RADC shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. RADC also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. RADC shall reimburse Ms. King and all aggrieved employees who were required to pay for any business expenses incurred for RADC's benefit, including, but not limited to, costs of travel expenses, mileage, mobile device expenses, and uniform maintenance, as required by Labor Code section 2802.
6. RADC shall pay accrued legal interest to Ms. King and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. RADC shall provide Ms. King and all aggrieved employees employed by RADC at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. RADC shall provide Ms. King and all aggrieved employees who worked over thirty (30) hours per week and over six (6) hours per day in a workweek with one day's rest in seven, as required by Labor Code sections 551 and 552.
9. RADC shall implement and provide suitable seating and suitable resting facilities to all aggrieved employees.
10. RADC shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
11. RADC shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
12. RADC shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 7-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by three dots.

Alexander Lima

Copy: RADC ENTERPRISES, INC. (via U.S. Certified Mail); ANABI CONVENIENCE CENTERS, INC. (via U.S. Certified Mail); ANABI OIL CORPORATION (via U.S. Certified Mail); C.A.R. ENTERPRISES, INC. (via U.S. Certified Mail); EDE ENTERPRISES, INC. (via U.S. Certified Mail); HOLLINS MANAGEMENT GROUP, INC. (via U.S. Certified Mail); JBL OIL CORPORATION (via U.S. Certified Mail); JV S&T, INC. (via U.S. Certified Mail); NMSO, INC. (via U.S. Certified Mail); QUICKBITES, INC. (via U.S. Certified Mail); S & M OIL CORPORATION (via U.S. Certified Mail); TMSO, INC. (via U.S. Certified Mail)

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Los Angeles, California 90067

CERTIFIED MAIL



7021 1970 0000 2660 0597

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

Total Postage and Fees

C.A.R. ENTERPRISES, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

C.A.R. ENTERPRISES, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786



9590 9402 5816 0034 8457 72

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0597

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Certified Mail Delivery
- ☐ Certified Mail Restricted Delivery
- ☐ Certified Mail Delivery Restricted Delivery
- ☐ Certified Mail Delivery Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW^{PC}
1875 Century Park East, Suite 1000
Los Angeles, California 90067

CERTIFIED MAIL[®]



7021 1970 0000 2660 0603

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com
OFFICIAL USE

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$

EDE ENTERPRISES, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EDE ENTERPRISES, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786



9590 9402 5816 0034 8457 89

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0603

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
B. Received by (Printed Name) ☐ Addressee

C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express [®] |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail [™] |
| ☐ Certified Mail [®] | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation [™] |
| ☐ Insured Mail (over \$500) | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail Restricted Delivery | |

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053



1875 Century Park East, Suite 1000
Los Angeles, California 90067

CERTIFIED MAIL[®]



7021 1970 0000 2660 0610

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$ _____
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postmark
Here

Postage

Total Postage and Fees

HOLLINS MANAGEMENT GROUP, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse, so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HOLLINS MANAGEMENT GROUP, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786



9590 9402 5816 0034 8457 96

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0610

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone
LAW, APC

1875 Century Park East, Suite 1000
Los Angeles, California 90067

CERTIFIED MAIL®



7021 1970 0000 2660 0627

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our web site at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

Total Postage and Fees

JBL OIL CORPORATION
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

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

See Reverse for Instructions

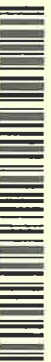
SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JBL OIL CORPORATION
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

9590 9402 5816 0034 8458 02



2. Article Number (Transfer from service label)

7021 1970 0000 2660 0627

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
if YES, enter delivery address below: ☐ No

3. Service type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW, PC
1875 Century Park East, Suite 1000
Los Angeles, California 90067



7021 1970 0000 2660 0634

CERTIFIED MAIL

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our web site at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

Total Postage and Fees

JV S&T, INC.
1450 NORTH BENSON AVENUE
UPLAND, CA 91786

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

See Reverse for Instructions

JV S&T, INC.
1450 NORTH BENSON AVENUE
UPLAND, CA 91786

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JV S&T, INC.
1450 NORTH BENSON AVENUE
UPLAND, CA 91786



9590 9402 5816 0034 8458 19

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0634

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery

☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery

☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Insured Mail[®] (over \$500)
☐ Insured Mail Restricted Delivery

☐ Priority Mail Express[®]

☐ Registered Mail[®]

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation[™]

Domestic Return Receipt

Capstone
LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

CERTIFIED MAIL®



7021 1970 0000 2660 0641

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Postmark
Here

7021 1970 0000 2660 0641

NMSO, INC.
1450 N. BENSON AVE.
UPLAND, CA 91786

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

See Reverse for Instructions

NMSO, INC.
1450 N. BENSON AVE.
UPLAND, CA 91786

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:

NMSO, INC.
1450 N. BENSON AVE.
UPLAND, CA 91786

9590 9402 5816 0034 8458 26

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0641

PS Form 3811, July 2015 PSN 7530-02-000-8053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collection Delivery | ☐ Signature Confirmation™ |
| ☐ Insured Mail (over \$500) | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail Restricted Delivery | |

Domestic Return Receipt

Capstone
LAW APC

1875 Century Park East, Suite 1000
Los Angeles, California 90067

CERTIFIED MAIL®



702J 1970 0000 2660 0658

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our web site at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Postage

Total Postage and Fees

QUICKBITES, INC.
1450 N BENSON AVE., UNIT A
UPLAND, CA 91786

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

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

QUICKBITES, INC.
1450 N BENSON AVE., UNIT A
UPLAND, CA 91786

9590 9402 5816 0034 8458 33



2. Article Number (Transfer from service label)

702J 1970 0000 2660 0658

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
if YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW APC

1875 Century Park East, Suite 1000
Los Angeles, California 90067

CERTIFIED MAIL®



7021 1970 0000 2660 0665

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Postmark
Here

7021 1970 0000 2660 0665

S & M OIL CORPORATION
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

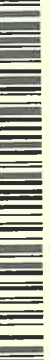
S & M OIL CORPORATION
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

S & M OIL CORPORATION
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786



9590 9402 5816 0034 8458 40

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0665

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053

Capstone
LAW, APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

CERTIFIED MAIL®



7021 1970 0000 2660 0672

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com
OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$

Postmark
Here

TMSO, INC.
1450 N. BENSON AVENUE, UNIT A
NEWPORT BEACH, CA 91786

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

TMSO, INC.
1450 N. BENSON AVENUE, UNIT A
NEWPORT BEACH, CA 91786

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TMSO, INC.
1450 N. BENSON AVENUE, UNIT A
NEWPORT BEACH, CA 91786



9590 9402 5816 0034 8458 57

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0672

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Certified Mail Restricted Delivery Merchandise
- ☐ Certified Mail Restricted Delivery Signature Confirmation™
- ☐ Certified Mail Restricted Delivery Restricted Delivery
- ☐ Insured Mail (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW PC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

CERTIFIED MAIL®



7021 1970 0000 2660 0689

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com
OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
Here

Total Postage and Fees

7021 1970 0000 2660 0689

TMSO, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

PS Form 3800, April 2015 PSN 7530-02-000-9053

See Reverse for Instructions

TMSO, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TMSO, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786

9590 9402 7420 2055 3570 99

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0689

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RADC ENTERPRISES, INC.
1450 N. BENSON AVE., UNIT A
UPLAND, CA 91786



9590 9402 5816 0034 8458 64

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0566

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Deanna Speer

☐ Agent

☐ Addressee

C. Date of Delivery

7/28/22

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ANABI CONVENIENCE CENTERS, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786



9590 9402 5816 0034 8457 58

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0573

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Deanna

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Deanna Speer

C. Date of Delivery

7/28/22

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

— Insured Mail

— Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation®

☐ Signature Confirmation® Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**ANABI OIL CORPORATION
1450 NORTH BENSON AVENUE UNIT A
UPLAND, CA 91786**



9590 9402 5816 0034 8457 65

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0580

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Deanna Speer

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Deanna Speer

C. Date of Delivery

7/28/22

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

C.A.R. ENTERPRISES, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786



9590 9402 5816 0034 8457 72

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0597

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒*Deanna*☐ Agent☐ Addressee

B. Received by (Printed Name)

Deanna Speer

C. Date of Delivery

7/28/22

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery
(over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted
Delivery☐ Return Receipt for
Merchandise☐ Signature Confirmation™☐ Signature Confirmation
Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EDE ENTERPRISES, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786



9590 9402 5816 0034 8457 89

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0603

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Deanna Speer

☐ Agent

☐ Addressee

C. Date of Delivery

7/28/22

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

HOLLINS MANAGEMENT GROUP, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786



9590 9402 5816 0034 8457 96

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0610

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Deanna Speer

☐ Agent

☐ Addressee

C. Date of Delivery

7/28/92

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**JBL OIL CORPORATION
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786**



9590 9402 5816 0034 8458 02

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0627

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Deanna Speer

☐ Agent☐ Addressee

C. Date of Delivery

7/28/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JV S&T, INC.
1450 NORTH BENSON AVENUE
UPLAND, CA 91786



9590 9402 5816 0034 8458 19

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0634

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Deanna A. Speer

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Deanna Speer

C. Date of Delivery

7/25/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery (or \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NMSO, INC.
1450 N. BENSON AVE.
UPLAND, CA 91786



9590 9402 5816 0034 8458 26

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0641

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Deanna Speer

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Deanna Speer

C. Date of Delivery

7/28/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**QUICKBITES, INC.
1450 N BENSON AVE., UNIT A
UPLAND, CA 91786**



9590 9402 5816 0034 8458 33

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0658

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Deanna Speer

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Deanna Speer

C. Date of Delivery

7/28/12

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery (over \$500)

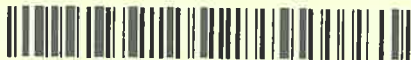
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**S & M OIL CORPORATION
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786**



9590 9402 5816 0034 8458 40

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0665

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Deanna Speer

C. Date of Delivery

7/28/23

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TMSO, INC.
1450 N. BENSON AVENUE, UNIT A
NEWPORT BEACH, CA 91786



9590 9402 5816 0034 8458 57

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0672

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Deanna Speer

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Deanna Speer

C. Date of Delivery

7/28/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TMSO, INC.
1450 N. BENSON AVENUE, UNIT A
UPLAND, CA 91786



9590 9402 7420 2055 3570 99

2. Article Number (Transfer from service label)

7021 1970 0000 2660 0689

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

Deanna Speer

C. Date of Delivery

7/28/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery