

HUNTER PYLE, SBN 191125
JOHN J. DARIN, SBN 323730
HUNTER PYLE LAW
505 14th Street, Suite 600
Oakland, California 94612
Telephone: (510) 444-4400
Facsimile: (510) 444-4410
Email: hunter@hunterpylelaw.com
jdarin@hunterpylelaw.com

*Attorneys for Plaintiff, the Putative Class,
and all other similarly situated aggrieved employees*

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

EFREN PALOMINO on behalf of himself and
all others similarly situated;

Plaintiff,

v.

WINALL OIL CO., a California Corporation;
ALLEN GIMENEZ, an individual; GARY
GIMENEZ, an individual; and DOES 1 through
20, inclusive,

Defendant.

Case No.: 23STCV04401

CLASS AND REPRESENTATIVE ACTION

FIRST AMENDED COMPLAINT

- 1. FAILURE TO PROVIDE OFF-DUTY MEAL PERIODS (Labor Code §§ 226.7, 512, & 2810.3; Wage Order No. 7);**
- 2. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS (Labor Code §§ 226.7 & 2810.3; Wage Order No. 7);**
- 3. FAILURE TO FURNISH ADEQUATE WAGE STATEMENTS (Labor Code §§ 226 & 2810.3; Wage Order No. 7);**
- 4. UNLAWFUL BUSINESS PRACTICES (Business & Professions Code §§ 17200 *et seq.*); and**
- 5. VIOLATIONS OF THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (Labor Code §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

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I. INTRODUCTION

1. This is a class action under Code of Civil Procedure section 382 and a representative action under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, *et seq.*, brought by Plaintiff EFREN PALOMINO (“Plaintiff”).

2. Plaintiff seeks to represent a class of current and former gas-station attendants who were employed by defendants WINALL OIL CO. (“Winall Oil”), ALLEN GIMENEZ (“A. Gimenez”), and GARY GIMENEZ (“G. Gimenez”) (collectively, “Defendants”) from October 28, 2018 to the present (“Class Members”).

3. Defendant Winall Oil is in the gas stations business. Defendants A. Gimenez and G. Gimenez serve as the Chief Executive Officer and Chief Financial Officer, respectively, of Defendant Winall Oil. Defendants own and operate more than a dozen gas stations in Southern California, which they franchise from several major oil companies.

4. Defendants failed to provide Plaintiff and Class Members with off-duty meal and rest periods or meal- and rest-period premiums, in violation of California wage and hour law, throughout Plaintiff’s and Class Members’ employment. Defendants have sought to avoid various duties and obligations owed to employees under the California Labor Code, Industrial Welfare Commission Wage Order No. 7 (“Wage Order No. 7”), including but not limited to failure to: (1) Provide meal periods; (2) Authorize and permit rest periods; and (3) Furnish adequate wage statements.

5. Plaintiff brings claims on behalf of Class Members for missed meal and rest periods, statutory penalties, interest, and attorneys’ fees and costs under Labor Code sections 218.5 and 226(e), and Code of Civil Procedure section 1021.5. Plaintiff, on behalf of himself and Class Members, also seeks equitable and injunctive relief for these violations pursuant to Business and Professions Code sections 17200-17208 (referred to herein as the “UCL”).

6. Plaintiff also brings a claim seeking civil penalties under the Private Attorneys General Act, Labor Code sections 2698 *et seq.* (“PAGA”).

1 **II. JURISDICTION**

2 7. Venue is proper in this judicial district, pursuant to Code of Civil Procedure section
3 395(a). Defendants employ or have employed Plaintiff and Class Members throughout California,
4 including in the city of Los Angeles, which is located within the County of Los Angeles,
5 California. The unlawful acts alleged herein have occurred in and have a direct effect on Plaintiff
6 and those similarly situated within the State of California and the County of Los Angeles.

7 8. This Court has jurisdiction over this class action pursuant to Article 6, section 10 of
8 the California Constitution and California Code of Civil Procedure section 410.10.

9 **III. PARTIES**

10 **A. PLAINTIFF**

11 9. Plaintiff and Class Members are gas-station attendants who are or were employed
12 by Defendants in California at some time during the period beginning October 28, 2018 to the
13 present (the "Class Period").

14 10. Plaintiff is a resident of California and has worked for Defendants as gas-station
15 attendants staffing Defendants' gas stations during the relevant time periods herein.

16 11. Plaintiff is informed and believes, and thereon alleges that at all relevant times
17 herein, Defendants were and are subject to the Labor Code and Wage Order 7 as employers, whose
18 employees were and are engaged throughout counties throughout the State of California, including
19 Los Angeles County.

20 **B. DEFENDANTS**

21 12. Winall Oil is a California Corporation with principal place of business in Signal
22 Hill, California and conducts business throughout the Southern California, including out of the City
23 of Los Angeles, located in the County of Los Angeles. At all times relevant herein Defendant
24 Winall Oil was Plaintiff's and other aggrieved employees' employer covered by the Labor Code,
25 Wage Order 7.

26 13. A. Gimenez is, on information and belief, an adult resident of Signal Hill,
27 California. Defendant A. Gimenez has, during the relevant time period, been listed as Chief
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1 Executive Officer and Director on Defendant Winall Oil's statement of information filed with the
2 California Secretary of State. At all times relevant herein Defendant A. Gimenez was Plaintiff's
3 and Class Members' employer covered by the Labor Code, Wage Order 7. Plaintiff is informed
4 and believes that Defendant A. Gimenez is a joint employer, working with Winall Oil. Defendant
5 A. Gimenez controls and is intimately involved in the day-to-day operations of Defendant Winall
6 Oil and both determined and instituted the unlawful wage and hour violations alleged herein.
7 Defendant A. Gimenez has violated or caused to be violated the provisions of Wage Order 7
8 regulating hours and days of work as well as Labor Code sections 226 and 226.7. As such, he is
9 personally liable for the Wage Order and Labor Code violations cited above pursuant to Labor
10 Code section 558.1.

11 14. G. Gimenez is, on information and belief, an adult resident of Signal Hill,
12 California. Defendant A. Gimenez has, during the relevant time period, been listed as Secretary and
13 Chief Financial Officer on Defendant Winall Oil's statement of information filed with the
14 California Secretary of State. At all times relevant herein Defendant G. Gimenez was Plaintiff's
15 and Class Members' employer covered by the Labor Code, Wage Order 7. Plaintiff is informed
16 and believes that Defendant G. Gimenez is a joint employer, working with Winall Oil. Defendant
17 G. Gimenez controls and is intimately involved in the day-to-day operations of Defendant Winall
18 Oil and both determined and instituted the unlawful wage and hour violations alleged herein.
19 Defendant G. Gimenez has violated or caused to be violated the provisions of Wage Order 7
20 regulating hours and days of work as well as Labor Code sections 226 and 226.7. As such, he is
21 personally liable for the Wage Order and Labor Code violations cited above pursuant to Labor
22 Code section 558.1

23 15. The true names and capacities, whether individual, corporate, associate, or
24 otherwise, of Defendants sued herein as DOES 1 through 20, inclusive, are currently unknown to
25 Plaintiff, who therefore sues Defendant by such fictitious names under Code of Civil Procedure
26 section 474. Plaintiff is informed and believes, and based thereon alleges, that each of the
27 defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts
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1 referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true
2 names and capacities of the defendants designated hereinafter as DOES when such identities
3 become known. Plaintiff is informed and believes, and based thereon alleges, that each of the
4 defendants designated herein as DOE is legally responsible in some manner for the events and
5 happenings referred to herein and caused injury and damage proximately thereby to Plaintiff as
6 alleged herein. Each reference in this Complaint to “Defendant,” or a specifically named defendant,
7 refers also to all defendants sued under fictitious names.

8 16. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
9 mentioned each of the defendants are and were the agent, employee and/or servant of each of the
10 remaining defendants, and in doing the things hereinafter alleged was acting within the scope of
11 such agency, employment, and servitude, with the knowledge and consent of each of the
12 defendants. Whenever this Complaint makes reference to a defendant, such allegations shall be
13 deemed to mean the acts of all defendants acting individually, jointly and/or severally.

14 **IV. EXHAUSTION OF ADMINISTRATIVE REMEDIES**

15 17. On October 28, 2022, Plaintiff gave electronic and written notice by certified mail
16 of Winall Oil’s violations of various provisions of the California Labor Code as alleged in this
17 complaint to the Labor and Workforce Development Agency (“LWDA”) and Winall Oil.

18 18. The LWDA has not provided notice pursuant to Labor Code section
19 2699.3(a)(2)(A), and 65 calendar days have passed since the postmark date of either of Plaintiff’s
20 notices. Therefore, Plaintiff is entitled to commence a civil action pursuant to Labor Code section
21 2699.

22 **V. STATEMENT OF FACTS**

23 19. Defendants own and operate more than a dozen gas stations in Southern California.
24 Defendants employ gas-station attendants to staff its gas stations and carry on their operations.
25 Plaintiff and Class Members worked as gas-station attendants staffing Defendants’ gas stations in
26 Los Angeles County and Southern California.

1 20. Plaintiff is informed and believes and thereon alleges that, through common
2 practices, policies and/or schemes, Defendants failed to adequately staff their gas stations. As a
3 result of these practices, policies and/or schemes, Plaintiff and Class Members were unable to take
4 off-duty meal and rest periods, and Defendants failed to compensate Plaintiff and Class Members
5 for missed meal and rest periods in order to systematically deprive them of the benefits and
6 protections applicable to employees under California law.

7 21. Plaintiff is informed and believes and thereon alleges that, throughout the relevant
8 time period of this action, Defendants have employed at least two dozen (24) Class Members. At
9 all times relevant hereto, the California Labor Code and Wage Order No. 7 have applied to Plaintiff
10 and to Class Members.

11 22. Plaintiff's and Class Members' primary job duties involved accepting cash
12 payments from customers, attending the pumps, performing paperwork related to shift management
13 and accounting, cleaning the booth and the station.

14 23. Defendants controlled all work details, including Plaintiff's and Class Members'
15 respective schedules and work locations. Based on the foregoing and other relevant factors,
16 Plaintiff and other Class Members were employees of Defendants.

17 24. By failing to adequately staff its gas stations, Defendants required Plaintiff and
18 Class Members to work continuously throughout the entirety of their shifts without providing
19 Plaintiff and Class Members with proper off-duty meal periods. Plaintiff and Class Members
20 regularly worked more than five (5) hours per day without receiving an adequate off-duty meal
21 period of at least thirty (30) minutes during which they were relieved of all duties. Defendants'
22 inadequate staffing also forced Plaintiff and other Class Members to work without a second meal
23 period of not less than thirty (30) minutes during which they are relieved of all duties when they
24 worked more than ten (10) hours per day. Defendants failed to pay one additional hour of pay at
25 Plaintiff's and Class Members' respective regular rates of compensation for each workday
26 Defendants did not provide them with an adequate meal period.

25. By failing to adequately staff its gas stations, Defendants also required Plaintiff and Class Members to work continuously throughout the entirety of their shifts without authorizing or providing paid rest periods. Plaintiff and Class Members regularly worked more than three-and-one-half (3½) hours without being authorized or permitted to take a paid ten (10) minute rest period. Defendants failed to pay one additional hour of pay at Plaintiff's and Class Members' respective regular rates of compensation for each workday that they were not provided a rest period.

26. Defendants also failed to provide Plaintiff and Class Members with adequate itemized wage statements. For example, the wage statements provided by Defendants to Plaintiff and Class Members do not adequately include all hours worked or meal- and rest-period premium wages earned.

VI. CLASS ACTION ALLEGATIONS

27. Except as to the PAGA claim set forth below, Plaintiff brings this lawsuit as a class action pursuant to Code of Civil Procedure section 382 on behalf of himself and all similarly situated employees.

28. The class that Plaintiff seeks to represent are defined as:

The Class: Current and former gas-station attendants who were employed by Defendants throughout California at any time between October 28, 2018 through the present (“Class” or “Class Members”).

29. The claims herein have been brought and may properly be maintained as a class action under Code of Civil Procedure section 382 because there is a well-defined community of interest among Class Members with respect to the claims asserted herein and the Class is easily ascertainable:

a. Ascertainability and Numerosity: The potential members of the Class as defined herein are so numerous that joinder would be impracticable. Plaintiff is informed and believes, and based thereon alleges, that Defendants have employed at least two dozen (24) Class Members during the Class Period. The names and addresses of the Class Members are available from Defendants. Notice can be provided to the Class

Members via first class mail using techniques and a form of notice similar to those customarily used in class action lawsuits of this nature.

b. Commonality: There are questions of law and fact common to Plaintiff and the Class that predominate over any questions affecting only individual members of the Class.

These common questions of law and fact include, without limitation:

- i. Whether Defendants have violated Labor Code section 226.7 and Wage Order No. 7 by failing to authorize and permit Class Members paid rest periods;
- ii. Whether Defendants have violated Labor Code sections 226.7 and 512, and Wage Order No. 7 by failing to provide Class Members meal periods;
- iii. Whether Defendants have violated Labor Code section 226 and Wage Order No. 7 by failing to issue Class Members with adequate and legally compliant wage statements;
- iv. Whether the violations set forth in subsections i-iii immediately above constitute an unlawful, unfair, and/or fraudulent business practice under Business and Professions Code Section 17200, *et seq.*;
- v. What relief is necessary to remedy Defendant's unfair and unlawful conduct as herein alleged;
- vi. Whether Defendants A. Gimenez and G. Gimenez should share with Defendant Winall Oil all civil legal responsibility for the violations set forth in subsections i-iii above under Labor Code section 558.1; and
- vii. Other questions of law and fact.

c. Typicality: Plaintiff's claims are typical of the claims of the Class: Plaintiff is and was employed by Defendants as a gas station attendant staffing Defendants' gas stations during the Class Period in California. Plaintiff and all members of the Class have sustained injuries-in-fact due to their damages arising out of and caused by Defendants' common course of conduct in violation of law, as alleged herein.

d. Adequacy of Representation: Plaintiff is a member of the Class that he seeks to

1 represent, and will fairly and adequately represent and protect the interests of Class.
2 Counsel representing Plaintiff is competent and experienced in litigating wage and
3 hour class actions.

- 4 e. Superiority of Class Action: A class action is superior to other available means for
5 the fair and efficient adjudication of this controversy. Individual joinder of all Class
6 Members is not practicable, and questions of law and fact common to the Class and
7 Subclasses predominate over any questions affecting only individual members of the
8 Class. Class Members have suffered injury and are entitled to recover by reason of
9 Defendants' illegal policies and/or practices as alleged herein. Class action treatment
10 will allow those similarly situated persons to litigate their claims in the manner that is
11 most efficient and economical for the parties and the judicial system. Further, the
12 prosecution of separate actions against Defendants by individual Class Members
13 would create a risk of inconsistent or varying adjudications that would establish
14 incompatible standards of conduct for Defendants.

15 **VII. CAUSES OF ACTION**

16 **FIRST CAUSE OF ACTION** 17 **FAILURE TO PROVIDE MEAL PERIODS** 18 **(Labor Code §§ 226.7, 512; Wage Order No. 7)** **(on behalf of Plaintiff and all members of the Putative Class)**

19 30. The allegations of each of the preceding paragraphs are realleged and incorporated
20 herein by reference, and Plaintiff alleges as follows a cause of action on behalf of himself and the
21 above-described Class of similarly situated gas-station attendants who were employed by
22 Defendants throughout California.

23 31. Plaintiff and Class Members have regularly worked in excess of five (5) hours per
24 day without being permitted to take a thirty (30) minute meal period as required by Labor Code
25 sections 226.7 and 512 and Wage Order No. 7.

1 32. Plaintiff and Class Members have regularly worked in excess of ten (10) hours a day
2 without being permitted to take a second thirty (30) minute meal period as required by Labor Code
3 sections 226.7 and 512 and Wage Order No. 7.

4 33. Pursuant to Labor Code section 226.7(c) and Wage Order No. 7, Defendants are
5 liable for one hour of additional pay at Plaintiff's and Class Members' respective regular rate of
6 pay for each workday Defendants failed to provide meal periods to Plaintiff and Class Members.

7 34. By violating Labor Code section 226.7 and Wage Order No. 7, Defendants are also
8 liable for interest under Labor Code section 218.6, reasonable attorneys' fees and costs under
9 Labor Code section 218.5.

10 35. On information and belief, Defendants A. Gimenez and G. Gimenez are and were,
11 at all relevant times, owners, directors, officers, and/or managing agents of Defendant Winall Oil
12 and violated or caused to be violated the provisions regulating minimum wages or hours and days
13 of work in Wage Order 7 and Labor Code § 226.7. Therefore, Defendants A. Gimenez and G.
14 Gimenez are individually liable for these violations.

15 36. Plaintiff, on behalf of himself and the Class, requests restitution of unpaid meal
16 period premiums and other relief as described below.

17 **SECOND CAUSE OF ACTION**
18 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
19 **(Labor Code § 226.7; Wage Order No. 7)**
 (on behalf of Plaintiff and all members of the Putative Class)

20 37. The allegations of each of the preceding paragraphs are realleged and incorporated
21 herein by reference, and Plaintiff alleges as follows a cause of action on behalf of himself and the
22 above-described Class of similarly situated gas-station attendants who were employed by
23 Defendants throughout California.

24 38. Plaintiff and Class Members have regularly worked in excess of three and one-half
25 (3½) hours a day without being permitted to take at least a ten (10) minute paid rest period for
26 every three and one-half (3½) hours worked, or major fraction thereof, as required by Wage Order
27 No. 7, and Labor Code section 226.7.

1 39. Accordingly, Defendants are liable to Plaintiff and Class Members for one hour of
2 additional pay at the regular rate of compensation for each workday a rest period violation
3 occurred, pursuant to Labor Code section 226.7(c) and Wage Order No. 7.

4 40. On information and belief, Defendants A. Gimenez and G. Gimenez are and were,
5 at all relevant times, owners, directors, officers, and/or managing agents of Defendant Winall Oil
6 and violated or caused to be violated the provisions regulating minimum wages or hours and days
7 of work in Wage Order 7 and Labor Code § 226.7. Therefore, Defendants A. Gimenez and G.
8 Gimenez are individually liable for these violations.

9 41. Plaintiff, on behalf of himself and the Class, requests restitution of unpaid rest
10 period premiums and other relief as described below.

11 **THIRD CAUSE OF ACTION**
12 **FAILURE TO FURNISH ADEQUATE WAGE STATEMENTS**
13 **(Labor Code § 226; Wage Order No. 7)**
 (on behalf of Plaintiff and all members of the Putative Class)

14 42. The allegations of each of the preceding paragraphs are realleged and incorporated
15 herein by reference, and Plaintiff alleges as follows a cause of action on behalf of himself and the
16 above-described Class of similarly situated gas-station attendants who were employed by
17 Defendants throughout the Class Period.

18 43. Labor Code sections 226(a), 226(a)(2), and Wage Order No. 7 section 7 require
19 employers, semi-monthly or at the time of payment, to furnish employees a statement showing
20 gross and net wages earned and total hours worked.

21 44. An employee suffering injury as the result of a knowing and intentional failure of an
22 employer to comply with Labor Code section 226(a) may recover the greater of all actual damages
23 or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred
24 dollars (\$100.00) for each violation in a subsequent pay period, not to exceed the aggregate penalty
25 of four thousand dollars (\$4,000.00) and is entitled to an award of costs and reasonable attorney's
26 fees pursuant to Labor Code section 226(e)(1).

45. Defendants knowingly and intentionally failed to furnish Plaintiff and Class Members with legally compliant wage statements in accordance with Labor Code sections 226, and Wage Order No. 7. Defendants failed to furnish Class Members with adequate wage statements showing gross and net wages earned and total hours worked.

46. On information and belief, Defendants A. Gimenez and G. Gimenez are and were, at all relevant times, owners, directors, officers, and/or managing agents of Defendant Winall Oil and violated or caused to be violated the provisions regulating minimum wages or hours and days of work in Wage Order 7 and Labor Code § 226. Therefore, Defendants A. Gimenez and G. Gimenez are individually liable for these violations.

47. Plaintiff, on behalf of himself and the Class, requests restitution of unpaid meal period premiums and other relief as described below.

FOURTH CAUSE OF ACTION
UNFAIR COMPETITION AND UNFAIR BUSINESS PRACTICES
(Business & Professions Code §§ 17200 *et seq.*)
(on behalf of Plaintiff and all members of the Putative Class)

48. The allegations of each of the preceding paragraphs are realleged and incorporated herein by reference, and Plaintiff alleges as follows a cause of action on behalf of himself and the above-described Class of similarly situated gas-station attendants who were employed by Defendants throughout California.

49. Defendants' failure to pay legally required compensation, authorize and permit meal and rest periods, provide adequate wage statements, as alleged above, constitute unlawful and/or unfair activities prohibited by Business and Professions Code section 17200. Plaintiff reserves the right to identify additional unfair and unlawful practices by Defendant as further investigation and discovery warrants.

50. Moreover, Business and Professions Code section 17203 provides that the Court may restore to an aggrieved party any money or property acquired by means of unlawful and unfair business practices. Plaintiff seeks a court order requiring an audit and accounting of the payroll records to determine the amount of restitution of all unpaid wages owed to himself and Class

Members, as well as a determination of the amount of funds to be paid to current and former employees that can be identified and located pursuant to a court order and supervision.

51. Plaintiff and all Class Members are persons who have suffered injury in fact as a result of Defendant's unfair competition within the meaning of Business and Professions Code section 17204, and who comply with the requirements of Code of Civil Procedure section 382, as set forth above, and therefore have standing to bring this claim for injunctive relief, restitution, and other appropriate equitable relief.

52. As a result of its unlawful and/or unfair acts, Defendant have reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiff and proposed Class Members. Defendants should be enjoined from this activity and made to restore to Plaintiff and proposed Class Members their wrongfully withheld wages, interest thereon, and related statutory penalties, pursuant to Business and Professions Code sections 17202 and 17203.

53. Private enforcement of these rights is necessary, as no other agency has raised a claim to protect these workers. There is a financial burden incurred in pursuing this action that would be unjust to place upon Plaintiff, as the burden of enforcing workforce-wide rights is disproportionately greater than that of enforcing only Plaintiff's individual claims. Additionally, Plaintiff is a low-income worker who cannot afford to spend part of his wages on enforcing others' wage rights. Therefore, it would be against the interests of justice to force payment of attorneys' fees from Plaintiff's recovery in this action. Accordingly, attorneys' fees are appropriate and sought pursuant to the Code of Civil Procedure section 1021.5.

54. Plaintiff, on behalf of himself and the Class, requests restitution of unpaid wage premiums, injunctive relief and other relief as described below.

FIFTH CAUSE OF ACTION
PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT
(Labor Code § 2698 *et seq.*)
(on behalf of Plaintiff and all similarly situated aggrieved employees)

55. The allegations of each of the preceding paragraphs are realleged and incorporated herein by reference. Plaintiff allege as follows a representative cause of action on behalf of himself and all other aggrieved employees.

56. Labor Code section 2699(f) provides, in pertinent part: “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

57. Labor Code section 2699(g)(1) provides, in pertinent part: [A]n aggrieved employee may recover the civil penalty described in subdivision (f) in a civil action . . . filed on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.

58. Plaintiff is an aggrieved employee as defined by Labor Code section 2699(a).

59. Plaintiff’s cause of action under Labor Code section 2698, *et seq.* is based on the following allegations:

- a. Violations of Labor Code section 558 for failing to pay wages due, including those for missed meal periods as required by Labor Code sections 226.7 and 512. Specifically, Defendant does not pay one additional hour of pay to Plaintiff and other aggrieved employees at their regular rate of pay for a missed meal period.
- b. Violations of Labor Code section 558 for failing to pay wages due, including those for missed rest periods as required by Labor Code section 226.7. Specifically, Defendant does not pay one additional hour of pay to Plaintiff and aggrieved employees at their regular rate of compensation for each missed rest period.

- 1 c. Violations of Labor Code section 226, subdivision (a) for failing to provide Plaintiff
2 and aggrieved employees with adequate itemized wage statements that included,
3 among other things, meal- and rest-period premium wages equal to one-hour's wages
4 for each shift in which a meal- or rest-period was not provided.
- 5 d. Violations of Labor Code sections 201 through 203, requiring the timely payment of
6 wages. Defendant has not timely paid those aggrieved employees who are no longer
7 employed with Defendant all wages owed and due at the time of termination of their
8 employment.
- 9 e. Violations of Labor Code sections 204 and 210, based on Defendant's failure to pay
10 Plaintiff and other aggrieved employees all wages due on their regular paydays.

11 60. As a direct and proximate result of Defendant's unlawful practices and policies,
12 Plaintiff and other aggrieved employees have suffered and continue to suffer monetary losses.

13 61. Plaintiff, on behalf of himself and all other aggrieved employees, requests civil
14 penalties against Defendant Winall Oil for violations of the Labor Code, as provided under Labor
15 Code section 2699(f), plus reasonable attorneys' fees and costs, as provided under Labor Code
16 section 2699(g)(1), in amounts to be proven at trial.

17 WHEREFORE, Plaintiff, on behalf of himself and all other aggrieved employees, prays for
18 judgment against Defendant Winall Oil as set forth below.

19 **VIII. PRAYER FOR RELIEF**

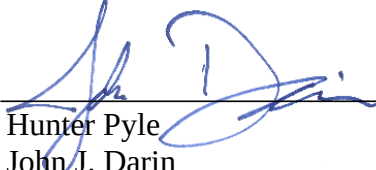
20 WHEREFORE, Plaintiff, on behalf of himself and the above-described Class, requests
21 relief as follows:

- 22 a. Certification of the above-described Class as a class action, pursuant to Code of Civil
23 Procedure section 382;
- 24 b. Certification of the above-described Class as a representative class under Business and
25 Professions Code section 17200;
- 26 c. Provision of Class Notice to all Class Members who worked for Defendants during the
27 Class Period;
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- 1 d. A declaratory judgment that Defendants have knowingly and intentionally violated the
2 Business and Professions Code sections 17200-17208, by the conduct set forth above;
3 e. A declaratory judgment that Defendants' violations as described above were willful;
4 f. An equitable accounting to identify, locate, and restore to all Class Members the
5 compensation and interest that are due;
6 g. An award to Plaintiff and Class Members of meal and rest period premiums pursuant to
7 Labor Code section 226.7 for failure to provide meal and rest periods;
8 h. An award of penalties pursuant to Labor Code section 226 to Plaintiff and Class
9 Members for failing to provide lawful itemized wage statements;
10 i. An award of civil penalties under Labor Code section 2698, *et seq.*
11 j. An order requiring Defendants to pay restitution of all amounts owed to Plaintiff and
12 Class Members for Defendants' failure to pay meal and rest period premiums, and
13 interest thereon, in an amount according to proof, pursuant to Business & Professions
14 Code section 17203;
15 k. An award to Plaintiff and Class Members of reasonable attorneys' fees and costs,
16 pursuant to Code of Civil Procedure section 1021.5 and Labor Code sections 218.5,
17 226(e), and 2699, and/or other applicable law;
18 l. An award to Plaintiff and Class Members of such other and further relief as this Court
19 deems just and proper.
20

21 DATED: March 21, 2023

HUNTER PYLE LAW

22
23 By: 

Hunter Pyle
John J. Darin

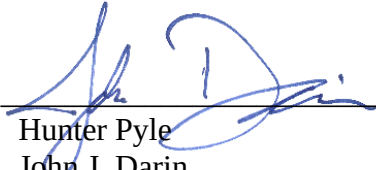
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25 *Attorneys for Plaintiff, the Putative Class,*
26 *and all other similarly situated aggrieved employees*
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, on behalf of himself and the Putative Class, hereby demands a jury trial in this
3 matter for all claims so triable.
4

5 DATED: March 21, 2023

HUNTER PYLE LAW

6
7 By:  _____

8 Hunter Pyle
9 John J. Darin

10 *Attorneys for Plaintiff, the Putative Class,*
11 *and all other similarly situated aggrieved employees*
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