

FILED
Superior Court Of California,
Sacramento
12/19/2022
Hatters
By Deputy
Case Number:
34-2022-00331605

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

JUSTIN JOHNSON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

C-STORE SERVICES, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.:

**REPRESENTATIVE ACTION COMPLAINT
FOR VIOLATIONS OF LAB. CODE §§ 2698
ET SEQ.**

DEMAND OVER \$25,000.00

BY FAX

1 Plaintiff Justin Johnson ("Plaintiff") hereby submits this Representative Action
2 Complaint ("Complaint") against C-Store Services, Inc. ("Defendant") and Does 1 through 50
3 (collectively, "Defendants"), as an individual and on behalf of himself and other Aggrieved
4 Employees of Defendant for penalties for violations of the California Labor Code, as follows:

5 **INTRODUCTION**

6 1. This representative action is within the Court's jurisdiction under California
7 Labor Code sections 201, 202, 203, 212, 213, 226, 512 and 2698 *et seq.*, the Private Attorney
8 General Act ("PAGA") and the California Industrial Welfare Commission's ("IWC") Wage
9 Orders.

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code and Business and Professions Code against individuals
12 who worked for Defendants.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
14 jointly and severally, have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by: (a) failing to provide duty-free meal and rest breaks,
16 in violation of Labor Code sections 226.7 and 512; (b) failing to provide accurate itemized wage
17 statements, in violation of Labor Code section 226(a); (c) issuing payment of wages to
18 employees in the form of a paycard without written authorization or consent, in violation of
19 Labor Code section 212 and 213; and (d) failing to pay wages upon separation of employment, in
20 violation of Labor Code sections 201, 202 and 203.

21 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 have engaged in, among other things a system of willful violations of the California Labor Code
23 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
24 customs that knowingly deny employees the above stated rights and benefits.

25 **JURISDICTION AND VENUE**

26 5. The Court has jurisdiction over the violations of the California Labor Code
27 sections 201, 202, 203, 212, 213, 226, 512 and 2698 *et seq.*, and the applicable IWC Wage
28 Orders.

1 6. Venue is proper in Sacramento County because Defendant maintains operations in
2 Carmichael, California.

3 **PARTIES**

4 7. Plaintiff is a current non-exempt employee of Defendant. Plaintiff's employment
5 with Defendant began on or about December 21, 2021.

6 8. Plaintiff was and is the victims of the policies, practices, and customs of
7 Defendant complained of in this action in ways that have deprived her of the rights guaranteed
8 by California Labor Code sections 201, 202, 203, 212, 213, 226, 512 and 2698 *et. seq.*, and the
9 applicable IWC Wage Orders.

10 9. Plaintiff is informed and believes, and based thereon alleges, that C-Store
11 Services, Inc. was and is a California corporation that maintains operations in the State of
12 California.

13 10. Plaintiff is informed and believes, and based thereon alleges, that at all times
14 herein mentioned Does 1 through 50, are and were corporations, business entities, individuals,
15 and partnerships, licensed to do business and actually doing business in the State of California.
16 As such, and based upon all the facts and circumstances incident to Defendants' business,
17 Defendants are subject to the California Labor Code.

18 11. Plaintiff does not know the true names or capacities, whether individual, partner
19 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
20 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
21 complaint when the true names and capacities are known. Plaintiff is informed and believes and
22 based thereon alleges that each of said fictitious defendants was responsible in some way for the
23 matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to
24 the illegal employment practices, wrongs and injuries complained of herein.

25 12. At all times herein mentioned, each defendant participated in the doing of the acts
26 hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,
27 and each of them, were the agents, servants and employees of each of the other defendants, as
28 well as the agents of all Defendants, and at all times herein mentioned, were acting within the

1 course and scope of said agency and employment.

2 13. Plaintiff is informed and believes, and based thereon alleges, that at all times
3 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
4 joint venturer of, or working in concert with each of the other co-Defendants and was acting
5 within the course and scope of such agency, employment, joint venture, or concerted activity. To
6 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
7 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
8 Defendants.

9 14. At all times herein mentioned, Defendants, and each of them, were members of,
10 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
11 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

12 15. At all times herein mentioned, the acts and omissions of various Defendants, and
13 each of them, concurred and contributed to the various acts and omissions of each and all of the
14 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
15 herein mentioned, Defendants, and each of them, ratified each and every act or omission
16 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
17 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
18 damages as herein alleged.

19 **FIRST CAUSE OF ACTION**

20 **Violation of Labor Code §§ 2698 Et Seq.**

21 **(By Plaintiff and Aggrieved Employees Against All Defendants)**

22 16. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
23 though fully set forth herein.

24 17. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code
25 section 2698 et seq. Plaintiff brings this cause of action for violation of PAGA as a proxy for the
26 State of California and in this capacity, will seek penalties on behalf of all Aggrieved Employees
27 from October 3 2021, through the present, for Defendant's violations of Labor Code sections
28 201, 202, 203, 212, 213, 226 and 512, arising from Defendant's policy and practice of: (a)

1 failing to provide duty-free meal and rest breaks, in violation of Labor Code sections 226.7 and
2 512; (b) failing to provide accurate itemized wage statements, in violation of Labor Code section
3 226(a); (c) issuing payment of wages to employees in the form of a paycard without written
4 authorization or consent, in violation of Labor Code section 212 and 213; and (d) failing to pay
5 wages upon separation of employment, in violation of Labor Code sections 201, 202 and 203.

6 18. As a pattern and practice, Defendant failed in its affirmative obligation to ensure
7 that Plaintiff and Aggrieved Employees had the opportunity to take and were provided with off-
8 duty meal and rest period periods in accordance with the mandates of the California Labor Code
9 and the applicable IWC Wage Order. Specifically, Defendant required Plaintiff and Aggrieved
10 Employees to remain on work premises during their breaks. Defendant further required Plaintiff
11 and other Aggrieved Employees to assist customers during their meal and rest periods. As a
12 result of said policy and practice, Plaintiff and Aggrieved Employees remained on-duty, and
13 under Defendant's control.

14 19. In addition, Defendant failed to pay Plaintiff and Aggrieved Employees premium
15 compensation, as mandated by Labor Code section 226.7. Due to the non-payment of meal/rest
16 period premium wages, whenever premiums were earned and not paid, the corresponding wage
17 statement failed to identify the accurate rates of pay for such meal and rest premium wages, and
18 the accurate gross and net wages earned.

19 20. Defendant unlawfully paid wages to Plaintiff and Aggrieved Employees in the
20 form of a paycard, in violation of Labor Code sections 212 and 213. More specifically, when
21 paying wages off-cycle and/or wages to separating employees, Defendant issued Aggrieved
22 Employees wages in the form of a paycard as the only method of wage payment, and without
23 obtaining their authorization or consent. Plaintiff further alleges that the paycard required
24 Aggrieved Employees to incur fees to use, was not fully cashable, and not usable at all financial
25 institutions.

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1 21. As a result of the fees incurred with the use of the paycards and the non-payment
2 of meal/rest period premiums to separated Aggrieved Employees, Defendant failed to pay all
3 wages upon the separation of employment to Aggrieved Employees.

4 22. Based on the above-stated Labor Code violations, Plaintiff is an “aggrieved
5 employee” as defined in Labor Code section 2699(a). As such, Plaintiff brings this cause of
6 action on behalf of the State of California for violations committed against all similarly situated
7 Aggrieved Employees of Defendant.

8 23. On or about October 3, 2022, Plaintiff sent written notice to the California Labor
9 & Workforce Development Agency (“LWDA”) of Defendant’s violations of Labor Code
10 sections 201, 202, 203, 212, 213, 226 and 512, pursuant to Labor Code section 2698 *et seq.* As
11 of the date of the filing of this Complaint, the LWDA has yet to provide notice to Plaintiff as to
12 whether it intends to investigate the violations provided for in the written notice. In addition to
13 the LWDA, Plaintiff also sent his written notice to Defendant via certified mail according to
14 Labor Code section 2699.3.

15 24. As such, pursuant to Labor Code section 2699(a), Plaintiff will seek recovery of
16 any and all applicable civil penalties for Defendant’s violation of Labor Code sections 201, 202,
17 203, 212, 213, 226 and 512, for the time period described above, on behalf of himself and other
18 Aggrieved Employees.
19

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
22 this suit is brought against Defendants, jointly and severally, as follows:

23 1. Upon the First Cause of Action, for civil penalties according to proof pursuant to
24 Labor Code section 2698, *et seq.*, and for costs and attorneys’ fees;

25 2. On all causes of action for attorneys’ fees and costs as provided by California
26 Labor Code section 2699, and Code of Civil Procedure section 1021.5; and

27 3. For such other and further relief the Court may deem just and proper.
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1 DATED: December 19, 2022

DIVERSITY LAW GROUP, P.C.

2
3 By: _____

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

4 Attorneys for Plaintiff and the Aggrieved
5 Employees
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