

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

SIDHU PETROLEUM INC., a California Corporation; HARJIT SINGH, an individual; and DOES, 1 TO 25 INCLUSIVE

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

AHMAD YASSINE, an individual

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO
 SAN BERNARDINO DISTRICT

MAY 04 2023

By

Abrianna Rodriguez

Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Bernardino Justice Center
 247 West Third Street
 San Bernardino, CA 92415

CASE NUMBER:
(Número de Caso)

CV SB 2306275

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
 Hekmat Kordab (SBN:303850) Yadira De La Rosa (SBN:326163) 300 S. Harbor Blvd., Ste. 820, Anaheim, CA 92805. (714) 881-0581

DATE:

(Fecha)

MAY 04 2023

Clerk, by

(Secretario)

Abrianna Rodriguez

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

COPY

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
 2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

1 **HEKMAT KORDAB, ESQ. (SBN: 303850)**

2 Email: matt@kordablawn.com

3 **YADIRA DE LA ROSA, ESQ. (SBN:326163)**

4 Email: yadira@kordablawn.com

5 **KORDAB LAW OFFICES**

6 300 S. HARBOR BLVD. SUITE 820

7 ANAHEIM, CALIFORNIA 92805

8 PHONE#: 714-881-0581

9 FAX#: 714-881-0582

10 Attorneys for PLAINTIFF

11 AHMAD YASSINE

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAR 09 2023

BY 
ABRIANNA RODRIGUEZ, DEPUTY

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

14 AHMAD YASSINE, an individual,

15 PLAINTIFF,

16 vs.

17 SIDHU PETROLEUM INC., a California
18 Corporation; HARJIT SINGH, an individual;
19 and DOES, 1 TO 25 INCLUSIVE,

20 DEFENDANTS.



Case No.: **CIV SB 2306275**
Unlimited Jurisdiction

COMPLAINT FOR DAMAGES

1. VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") FOR FAILURE TO PAY MINIMUM WAGES [Cal. Lab. Code §§ 2698 et seq.]
2. VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") FOR FAILURE TO PAY OVERTIME WAGES [Cal. Lab. Code §§ 2698 et seq.]
3. VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") FOR FAILURE TO PROVIDE MEAL PERIODS [Cal. Lab. Code §§ 2698 et seq.]
4. VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") FOR FAILURE TO PROVIDE REST PERIODS [Cal. Lab. Code §§ 2698 et seq.]
5. VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") FOR FAILURE TO TIMELY PAY FINAL WAGES AT SEPARATION [Cal. Lab. Code §§ 2698 et

- seq.]*
6. VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") FOR FAILURE MAINTAIN REQUIRED BUSINESS RECORDS [*Cal. Lab. Code §§ 2698 et seq.*]
 7. VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS [*Cal. Lab. Code §§ 2698 et seq.*], and,
 8. WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY.
 9. DISCRIMINATION IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") (CALIFORNIA GOVERNMENT CODE §12940(A));
 10. RETALIATION IN VIOLATION OF FEHA, (GOV. CODE §12940(H));
 11. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

REQUEST FOR JURY TRIAL

COME NOW PLAINTIFF, AHMAD YASSINE ("PLAINTIFF"), an individual on behalf of himself, the State of California, and all other Aggrieved Employees (as defined below), hereby files this Complaint against DEFENDANTS SIDHU PETROLEUM INC., HARJIT SINGH, and DOES 1-25, inclusive. PLAINTIFF is informed and believes and thereon alleges as follows:

INTRODUCTION

1. This is a representative action filed by PLAINTIFF on behalf of himself, other similarly Aggrieved Employees and the State of California against DEFENDANTS, pursuant to California's Private Attorney General Act, Labor Code section 2698 et. seq. ("PAGA"), to recover civil penalties (75% payable to the Labor and Workforce Development Agency and 25% payable to Aggrieved Employees) for DEFENDANTS' violations of the California Labor Code as alleged below.

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THE PARTIES

2. PLAINTIFF, AHMAD YASSINE (hereinafter "PLAINTIFF") is an individual that is, and was, at all relevant times mentioned in this Complaint, residing within the County of Los Angeles, State of California.

3. DEFENDANT, SIDHU PETROLEUM INC., (hereinafter "SP" or "DEFENDANT") is a California Corporation, duly organized and existing by virtue of the laws of the State of California, and doing business as SIDHU PETROLEUM INC., and as Arco AM/PM, with its principal place of business in the City of Colton, San Bernardino County, California.

4. DEFENDANT HARJIT SINGH (hereinafter "HS" or "DEFENDANT") is an individual that, based on PLAINTIFF'S information and belief, is, and was, at all times mentioned in this Complaint, an individual residing within the County of San Bernardino, State of California. PLAINTIFF further alleges based on information and belief that DEFENDANT HS is, and was, at all relevant times mentioned in this complaint, a director, president, supervisor and/or manager of CO-DEFENDANTS SP, who exercised substantial control and authority over the actions of CO-DEFENDANTS SP, and is authorized to speak and act on behalf of CO-DEFENDANTS SP, as a director, president, supervisor, owner and/or manager.

5. DEFENDANT SP, and DEFENDANT HS, are referred to collectively as "DEFENDANTS"

6. PLAINTIFF is ignorant of the true names and capacities of DEFENDANTS sued herein as DOES 1 through 25, inclusive, pursuant to *Cal. Code Civ. Proc. §474*. PLAINTIFF is informed and based on that information believes that these fictitiously named DEFENDANTS are in some manner responsible for the acts or omissions alleged by PLAINTIFF to be the cause of damages and injuries suffered by PLAINTIFF. PLAINTIFF therefore sues these DEFENDANTS by such fictitious names. PLAINTIFF will amend this complaint to allege their true names and capacities when ascertained. PLAINTIFF is informed and believes and thereon alleges that each of the DEFENDANTS fictitiously named herein is indebted and liable to PLAINTIFF as herein set forth.

7. At all relevant times herein, each DEFENDANT, whether actually or fictitiously

1 named, was the principal, agent or employee of each other DEFENDANT, and in acting as such
2 principal, or within the course and scope of such employment or agency, took some part in the acts
3 and omissions hereinafter set forth by reason of which each DEFENDANT is liable to PLAINTIFF
4 for the relief prayed for herein.

5 8. When reference in this Complaint is made to any act or omission of a DEFENDANT
6 corporation, company, association, business entity, or partnership, such allegation shall be deemed
7 to mean that the DEFENDANT and its owners, officers, directors, agents, employees, or
8 representatives did or authorized such act or omission while engaged in the management, direction,
9 or control of the affairs of DEFENDANTS and while acting within the scope and course of their
10 duties.

11 9. When reference in this Complaint is made to any act or omission of DEFENDANTS,
12 such allegation shall be deemed to mean the act or omission of each DEFENDANT acting
13 individually and jointly with the other named DEFENDANTS.

14 10. At all relevant times, each DEFENDANT knew or realized that the other
15 DEFENDANTS were engaging in, or planned to engage in, the violations of law alleged in this
16 complaint. Knowing or realizing that other DEFENDANTS were engaging in such unlawful
17 conduct, each DEFENDANT nevertheless facilitated the commission of those unlawful acts. Each
18 DEFENDANT intended to, and did, encourage, facilitate, or assist in the commission of the
19 unlawful acts, and thereby aided and abetted the other DEFENDANTS in the unlawful conduct.

20 11. Each DEFENDANT ratified the wrongful conduct of each other, its agents and/or
21 employees, accepted the benefits of their wrongful conduct, and failed to repudiate the misconduct.

22 **JOINT LIABILITY**

24 12. Under California law, the definition of the terms “to employ” are broadly construed
25 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
26 exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3)
27 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
28 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control

1 was to reach situations in which multiple entities control different aspects of the employment
2 relationship. Supervision of the work, in the specific sense of exercising control over how services
3 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
4 wage order. A joint employer relationship exists, for example, when one entity (such as a temporary
5 employment agency) hires and pays a worker, and the other entity supervises the work. *Id.*
6 Moreover, the California Court of Appeal recently broadened the test for joint employment in
7 California, applying a less stringent standard to what constitutes sufficient control by a business over
8 its vendor’s employees’ wages and working conditions to render that business liable as a joint
9 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
10 joint employer instead exercises enough control over the intermediary entity to indirectly dictate the
11 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
12 employment,” [emphasis added].

13 13. During PLAINTIFF’S employment by DEFENDANTS, PLAINTIFF and the
14 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
15 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
16 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
17 over wages, hours and working conditions of PLAINTIFF and the Aggrieved Employees; (2)
18 suffered or permitted PLAINTIFF and Aggrieved Employees to work for them; and, (3) engaged
19 PLAINTIFF and Aggrieved Employees to work for them.

20 14. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
21 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
22 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices and
23 subjected all of the Aggrieved Employees to these same policies and practices regardless of the
24 location(s) where they worked. Among other things, PLAINTIFF is informed and believes that: (1)
25 there is common ownership in, and financial control, in DEFENDANTS’ companies, (2)
26 DEFENDANTS utilize common management, who have control over the day-to-day operations and
27 employment matters, including the power to hire and fire, set schedules, issue employee policies,
28 and determine rates of compensation across its locations in California; (3) DEFENDANTS utilize

1 the same policies and procedures for all California employees, including issuing the same employee
2 handbooks and other form agreements; (4) DEFENDANTS use at least some of the same Human
3 Resources personnel and attorneys to oversee employment matters; and, (6) DEFENDANTS share
4 employees.

5 15. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant to
6 this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Aggrieved
7 Employees upon whose behalf PLAINTIFF brings these allegations and cause of action, in that
8 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees'
9 wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the Aggrieved
10 Employees to work so as to be considered the joint employers of PLAINTIFF and the Aggrieved
11 Employees. As such, DEFENDANTS exercised control over various aspects of PLAINTIFF'S
12 employment including but not limited to creating and implementing policies to which PLAINTIFF
13 was subjected to and/or controlling the payment of wages and/or compensation for PLAINTIFF and
14 other Aggrieved Employees.

15 16. Upon further information and belief, PLAINTIFF alleges that DEFENDANTS
16 created a uniform set of policies, practices and/or procedures concerning, inter alia, hourly and
17 overtime pay, time-keeping practices, meal and rest periods, reimbursement of business expenses
18 and other working conditions that were distributed to, and/or applied to PLAINTIFF and Aggrieved
19 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
20 PLAINTIFF and Aggrieved Employees in a uniform manner. DEFENDANTS collectively
21 represented to PLAINTIFF and Aggrieved Employees that each was an "at-will" employee of
22 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF'S
23 and Aggrieved Employees' employment with or without cause. Upon information and belief,
24 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
25 writing the details of their compensation, and the manner in which they were to take meal and rest
26 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
27 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
28 collectively would evaluate their wage rates.

17. Thus, DEFENDANTS collectively exercised the right to control the wages, hours and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF'S and Aggrieved Employees' employment, including the instrumentality that resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

18. PLAINTIFF is informed and believes that DEFENDANTS exercised the same control over, applied the same policies and practices, and engaged in the same acts and omissions with regard to the other Aggrieved Employees.

19. PLAINTIFF is informed and believes and hereon alleges that DEEFENDANTS must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant times herein, so as to be considered the joint employers of PLAINTIFF.

20. By reason of their status as joint employers of PLAINTIFF and Aggrieved Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to PLAINTIFF and other Aggrieved Employees.

ALTER EGOS LIABILITY

21. PLAINTIFF is informed and believes and based thereon alleges that DEFENDANTS SP and HS are the alter egos of each other. There is such unity of interest and ownership among such DEFENDANTS that the separate personalities of the unknown business entities and the individuals do not exist. As alter egos, DEFENDANTS should be held accountable for each other's wrongful misconduct as set forth herein.

22. PLAINTIFF is informed and believes and based thereon alleges that at all times relevant to this Complaint, SP (hereafter “SP” or "Alter Ego Company"), was at all times relevant to the Complaint, the Alter Egos of individual DEFENDANT HS (hereafter “HS” or "Individual Alter Ego DEFENDANT") by reason of the following facts, among others:

1 23. PLAINTIFF is informed and believes and based thereon alleges that at all times
2 relevant to this Complaint, the Individual Alter Ego DEFENDANT dominated, influenced and
3 controlled the DEFENDANT Alter Ego Company and its members, partners, managers,
4 shareholders, officers, and directors thereof other than himself, or were the same persons, as well the
5 identical or substantially the same businesses, property, and affairs of the said Alter Ego Company.

6 24. PLAINTIFF is further informed and believes and based thereon alleges that at all
7 times relevant to this Complaint, there existed a unity of interest and ownership between and among
8 said Individual Alter Ego DEFENDANT and the said Alter Ego Company DEFENDANT; such that
9 the individuality and separateness of the Individual Alter Ego DEFENDANT and the Alter Ego
10 Company DEFENDANT ceased.

11 25. PLAINTIFF is informed and believes and based thereon alleges that at all times
12 relevant to this Complaint, the Alter Ego Company DEFENDANT has been and/or now is a mere
13 shell and bare framework which said Individual Alter Ego DEFENDANT, and each of them, used as
14 a conduit for the personal business, personal property and personal affairs of the Individual Alter
15 Ego DEFENDANT.

16 26. PLAINTIFF is informed and believes and based thereon alleges that at all times
17 relevant to this Complaint, the Alter Ego Company DEFENDANT was created and continued
18 pursuant to a fraudulent plan, scheme, and device operated by said Individual Alter Ego
19 DEFENDANT, whereby the income, revenue, and profits of the Alter Ego Company DEFENDANT
20 were diverted improperly by the Individual Alter Ego DEFENDANT to himself and for his own
21 uses.

22 27. PLAINTIFF is further informed and believes and based thereon alleges that, at all
23 times relevant to this Complaint, the Alter Ego Company DEFENDANT was organized by the
24 Individual Alter Ego DEFENDANT as a device to avoid individual liability and for the purpose of
25 substituting financially irresponsible company in the place and stead of said Individual Alter Ego
26 DEFENDANT, and accordingly, the Alter Ego Company DEFENDANT was formed with
27 capitalization inadequate for the business in which said company DEFENDANT was called up to
28 conduct and did conduct its business.

1 28. PLAINTIFF is further informed and believes and based thereon alleges that, at all
2 time relevant to this Complaint, the Alter Ego Company DEFENDANT may now be
3 undercapitalized or insolvent.

4 29. PLAINTIFF is further informed and believes and based thereon alleges that by virtue
5 of the foregoing, adherence to the fiction of the separate company or corporate existence as for the
6 Alter Ego Company DEFENDANT would, under the circumstances, sanction a fraud and promote
7 injustice in that PLAINTIFF would be unable to realize upon any judgment entered in his favor on
8 this Complaint.

9 30. PLAINTIFF is informed and believes and based thereon alleges that, at all times
10 relevant to this Complaint, the Individual Alter Ego DEFENDANT and the Alter Ego Company
11 DEFENDANT sued herein acted for each other in connection with the conduct hereinafter alleged
12 against each and that each of them performed the acts or omissions complained of herein or
13 breached the duties complained of herein as agents of each other and each is therefore fully liable for
14 the acts of the other.

15 31. An inequitable result will follow if Individual Alter Ego DEFENDANT and the Alter
16 Ego Company DEFENDANT are not treated as the alter egos of each other. PLAINTIFF is
17 informed and believes and thereon alleges that at all relevant times, except where otherwise
18 indicated, each DEFENDANT was the agent, servant, or employee of each of the other remaining
19 DEFENDANTS, and was at all such times, except where otherwise indicated, acting within the
20 scope and purpose of such agency, and that each act of each DEFENDANT was authorized and
21 ratified by each remaining DEFENDANTS.

22
23 **JURISDICTION AND VENUE**

24 32. This Court has subject matter jurisdiction because the total amount of damages
25 sought exceeds \$ 25,000 and the relief requested is within the jurisdiction of this Court.

26 33. Venue as to DEFENDANTS is proper in the County of San Bernardino, pursuant to
27 California *Code of Civil Procedure* § 395.5. DEFENDANTS maintain offices and facility, transacts
28 business, and has agents in the County of San Bernardino, and DEFENDANTS are otherwise within

1 this Court's jurisdiction. The unlawful acts alleged herein have a direct effect on the PLAINTIFF
2 who resides within the County of San Bernardino, State of California. DEFENDANT operates its
3 business and services in the County of San Bernardino.

4
5 **ADMINISTRATIVE PROCEDURES**

6 34. PLAINTIFF has filed a complaint with the California Civil Right Department
7 (CCRD) and requested a Right to Sue Notice via said Complaint.

8 35. Therefore, PLAINTIFF received a Right to Sue Notice from the CCRD and has now,
9 within a year of that Right to Sue Notice, filed the instant lawsuit.

10 36. Attached hereto as "Exhibit A", is a true and correct copy of the written Right to Sue
11 Notice.

12
13 **PRIVATE ATTORNEY GENERAL ACT OF 2004**

14 *(Cal. Lab. Code section 2698 et seq.)*

15 37. In 2003, California's Legislature declared that: "staffing levels for state labor law
16 enforcement agencies have, in general, declined over the last decade and are likely to fail to keep up
17 with the growth of the labor market in the future. It is therefore in the public interest to provide that
18 civil penalties for violations of the Labor Code may also be assessed and collected by aggrieved
19 employees acting as private attorneys general, while also ensuring that state labor law enforcement
20 agencies' enforcement actions have primacy over any private enforcement efforts undertaken
21 pursuant to this act." *Dunlap v. Superior Court (2006) 142 Cal.App.4th 330, 337-338*, citing Stats.
22 2003. Ch. 906 § 1.

23 38. In response, California's Legislature passed the Private Attorney General Act of 2004
24 ("PAGA"), which "was adopted to empower aggrieved employees, acting as private attorneys
25 general, to seek civil penalties for Labor Code violations, penalties which previously could be
26 assessed only by state agencies." *Dunlap v. Superior Court (2006) 142 Cal.App.4th 330, 336*. "Thus,
27 PAGA empowers or deputizes an aggrieved employee to sue for civil penalties 'on behalf of himself
28 or herself and other current or former employees' as an alternative to enforcement by the LWDA."

1 Id. At 337 citing to Cal. Lab. Code 2699(a). Class action requirements do not apply to representative
2 actions brought by one employee on behalf of other current or former employees under the PAGA.
3 *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 984.

4 39. Prior to bringing the action, the aggrieved employee shall give written notice by
5 certified mail to the Labor and Workforce Development Agency and the employer of the specific
6 provisions of this code alleged to have been violated, including the facts and theories to support the
7 alleged violation. Cal. Lab. Code 2699.3 (c)(1). The agency shall notify the employer and the
8 aggrieved employee or representative by certified mail that it does not intend to investigate the
9 alleged violation within 60 calendar days of the postmark date of the notice received pursuant to
10 paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the
11 postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence
12 a civil action pursuant to Section 2699.

13 40. The aggrieved employee is entitled to keep 25% of the civil penalties recovered in the
14 PAGA action and the remaining 75% goes to the Labor and Workforce Development Agency. Cal.
15 Lab. Code 2699(i).

16 41. On December 9, 2022, PLAINTIFF provided written notice by certified mail to
17 DEFENDANTS, and filed online directly to the Labor and Workforce Development Agency
18 ("LWDA"), regarding the specific conditions of the codes alleged to have been violated, including
19 the facts and theories to support the alleged violations. Attached hereto as "Exhibit B", is a true and
20 correct copy of the written PAGA notice PLAINTIFF provided to DEFENDANTS.

21 22 **PAGA ALLEGATIONS**

23 42. PLAINTIFF brings this action under the PAGA, as a representative action on behalf
24 of himself, the State of California and Aggrieved Employees, regarding violations of the California
25 Labor Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include
26 all current and former non-exempt employees that worked for DEFENDANTS at any location in
27 California at any time from one year plus 65 days from filing of the initial Complaint through the
28 present ("PAGA Period").

43. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code section 2699(c), as he was employed by DEFENDANTS during the applicable statutory limitations period and suffered one or more of the Labor Code violations set forth herein. Accordingly, PLAINTIFF seeks to recover on behalf of himself, the State of California, and all other Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as he was jointly employed by DEFENDANTS and is thereby affected by one or more of the alleged violations. See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations committed by the employer – regardless of whether Plaintiff experienced all violations personally.

FACTUAL BACKGROUND

44. DEFENDANTS currently operate, and operated at all times during the liability period, gas stations, that is doing business as different names, which are located in various Counties and Cities in the State of California. Although DEFENDANTS may operate several successful companies, DEFENDANTS do not comply with California's labor laws.

45. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee. PLAINTIFF worked for DEFENDANTS as a cashier or salesclerk, and other similar titles from around June 2020 through late September 2022, when PLAINTIFF'S employment was wrongfully terminated by DEFENDANTS.

46. PLAINTIFF worked for DEFENDANTS out of DEFENDANTS' Colton location. PLAINTIFF regularly worked at least eight (8) hours per day, at least (5) days per week. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours worked.

Overtime Violations

47. California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Labor Code §510; IWC Wage Order All

1 applicable IWC Wage Orders §3. Employers must pay overtime equal to double the regular hourly
2 rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in
3 excess of eight (8) hours on the seventh consecutive day of work in a work week. Ibid.

4 48. Based on information and belief, DEFENDANTS violated California's overtime laws
5 by, among other things, failing to correctly calculate, or record, the total number of hours worked by
6 PLAINTIFF and AGGRIEVED EMPLOYEES and not paying proper overtime rates for overtime
7 worked by virtue of same.

8 49. Namely, DEFENDANTS' automatic deduction and time rounding policies and
9 practices for meal periods, payment according to scheduled hours worked rather than actual time
10 worked, off-the-clock/unpaid work completed during meal periods or time spent restricted to
11 DEFENDANTS' premises and/or subject to DEFENDANTS' control during off-the-clock meal
12 periods (described above), and/or other off-the-clock work resulted in the failure to account for all
13 hours worked and thus the denial of minimum wages as well as overtime wages owed to
14 PLAINTIFF and AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day or
15 more than forty (40) hours in a week.

16 50. Based on information and belief, DEFENDANTS failed and continue to fail to pay
17 premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
18 in a week. Based on information and belief, DEFENDANTS failed and continue to fail to pay twice
19 AGGRIEVED EMPLOYEES' regular rate(s) of pay for time worked beyond twelve (12) hours per
20 workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a
21 work week, in violation of California's overtime laws.

22 51. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
23 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS
24 to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC
25 Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a
26 separate civil penalty, for each AGGRIEVED EMPLOYEE, for each pay period during which the
27 referenced statutes and Wage Order provisions were violated.

28 ///

1 **Meal Period Violations**

2 52. California law requires employers to provide employees a duty-free, uninterrupted
3 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
4 it must be provided within the first five (5) hours the employee works. Labor Code section 512 (and
5 all applicable IWC Wage Orders), sections 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
6 *Court (2012) 53 Cal.4 th 1004*. Employers must also provide employees with a second duty-free,
7 uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a
8 workday, and it must be provided before the end of the 10th hour of work. Ibid. Meal periods can be
9 waived, but only under the following circumstances: (1) if an employee's total work period in a day
10 is over five (5) hours but no more than six (6) hours, the required meal period may be waived by
11 mutual consent of the employers and employee, and (2) if an employee's total work period in a day
12 is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be
13 waived by mutual consent of the employer and employee, but only if the first meal period was not
14 waived. Ibid. Upon information and belief, PLAINTIFF did not sign a valid meal period waiver
15 throughout PLAINTIFF'S employment by DEFENDANTS.

16 53. Employers covered by any and all applicable IWC Wage Orders have an obligation to
17 both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
18 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
19 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
20 ("Meal periods . . . shall also be recorded"); *Brinker*, supra, citing section 7(A)(3) ("If an employer's
21 records show no meal period for a given shift over five hours, a rebuttable presumption arises that
22 the employee was not relieved of duty and no meal period was provided").

23 54. Employers must pay employees an additional hour of wages at the employees'
24 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
25 meal period, first meal period provided after five (5) hours, second meal period provided after 10
26 hours). Labor Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to
27 provide an employee a meal period in accordance with the applicable provision of this Order, the
28 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation

1 for each workday that the meal period is not provided”); *Brinker*, supra.

2 55. PLAINTIFF and AGGRIEVED EMPLOYEES consistently worked shifts of five and
3 a one-half (5 ½) hours or more. PLAINTIFF and AGGRIEVED EMPLOYEES would not receive
4 legally compliant thirty (30) minute first meal breaks. Based on information and belief,
5 AGGRIEVED EMPLOYEES were consistently unable to take timely, off duty, thirty-minute,
6 uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods,
7 and/or work through part or all their meal periods due to understaffing, the nature and constraints of
8 their job duties and/or commentary from supervisors pressuring them to take non-compliant meal
9 breaks or skip meal breaks completely.

10 56. Additionally, DEFENDANTS required PLAINTIFF and AGGRIEVED
11 EMPLOYEES to remain on DEFENDANTS’ premises during purported meal periods. As a result,
12 PLAINTIFF and AGGRIEVED EMPLOYEES took their meal periods within the facility in which
13 they worked. As such, PLAINTIFF and AGGRIEVED EMPLOYEES remained subject to
14 DEFENDANTS control during purported meal periods, thereby rendering the meal periods
15 unlawful.

16 57. Moreover, per DEFENDANTS uniform policy and practice, AGGRIEVED
17 EMPLOYEES who worked shifts of more than ten hours did not receive a second legally compliant
18 thirty (30) minute second meal break. For example, when PLAINTIFF worked more than ten hours
19 in a shift, PLAINTIFF was not provided with a second meal period.

20 58. DEFENDANTS failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES, an
21 additional hour of wages at their respective regular rates of compensation for each workday a lawful
22 meal period was not provided.

23 59. The aforementioned conduct results in violations of Labor Code sections 226.7, 512,
24 and 11981199, and all applicable IWC Wage Orders, sections 11(A) and (C) along with all
25 applicable IWC Wage Orders. These violations subject DEFENDANTS to civil penalties under
26 Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each
27 violation of each Labor Code section and Wage Order provision results in a separate civil penalty,
28 for each NONEXEMPT AGGRIEVED EMPLOYEE for each pay period during which the

1 referenced statutes and Wage Order provisions were violated. DEFENDANTS failure to provide
2 valid meal periods, and the automatic deduction for meal periods that were not provided/valid,
3 ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6,
4 discussed above, and other violations discussed below.

5 **Rest Period Violations**

6 60. California law requires employers to provide employees a paid, duty-free ten (10)
7 minute rest period for each four (4) hours worked, or major fraction thereof. See applicable IWC
8 Wage Order, §12(A). In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012), the
9 California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts
10 from 3 ½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10
11 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (Id. at 1029).
12 The rest period requirement obligates employer to permit and authorize employees to take off-duty
13 rest periods, meaning employer must relieve employees of all duties and relinquish control over how
14 employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269.
15 Employer must pay employees an additional hour of wages at the employee's regular rate of pay for
16 each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s)
17 at improper time(s) during shift(s). Labor Code §226.7; applicable IWC Wage Order, §12(B) ("If an
18 employer fails to provide an employee a rest period in accordance with the applicable provisions of
19 this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
20 compensation for each workday that the rest period is not provided").

21 61. DEFENDANTS did not properly authorize and provide PLAINTIFF and
22 AGGRIEVED EMPLOYEES with legally compliant rest periods at a rate of every four (4) hours
23 worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work
24 period, as required by law.

25 62. Moreover, DEFENDANTS failed to provide any form of a third rest period on shifts
26 lasting longer than ten hours. For example, when PLAINTIFF worked shifts lasting longer than ten
27 hours, PLAINTIFF was not afforded the opportunity and/or was not permitted to take a third ten-
28 minute rest period.

63. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in which AGGRIEVED EMPLOYEES experienced a missed or otherwise unlawful rest period in violation of California law. *Bluford v. Safeway Stores, Inc. (2013) 216 Cal. App. 4th 864, 872.* DEFENDANTS failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of pay for each workday a proper rest period was not provided.

64. The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.

Minimum Wage Violations

65. “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.” Labor Code section 1194.

66. Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc. (2005) 135 Cal.App.4th 314, 324.* Furthermore, “in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon...” Cal. Lab. Code § 1194.2.

1 67. DEFENDANTS failed to compensate PLAINTIFF and AGGRIEVED EMPLOYEES
2 for all hours worked by virtue of DEFENDANTS' automatic deduction and time rounding policies,
3 and failure to relieve employees of all duties DEFENDANTS control during unpaid meal periods or
4 otherwise unlawful practices for missed or improper meal periods, including but not limited to meal
5 periods restricted to DEFENDANTS' premises. As explained above, PLAINTIFF'S and
6 AGGRIEVED EMPLOYEES' meal periods were restricted to DEFENDANTS premises. Based on
7 information and belief AGGRIEVED EMPLOYEES took meal periods that were restricted to
8 DEFENDANTS premises and/or otherwise took meal periods that were late, short, on duty, or
9 otherwise not relieved of all duties and DEFENDANTS control.

10 68. Based on information and belief, AGGRIEVED EMPLOYEES were not paid for all
11 hours worked due to DEFENDANTS policy and/or practice of paying according to scheduled hours
12 worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices.

13 69. Based on further information and belief, DEFENDANTS implemented a time-
14 rounding system that as applied systematically deprived PLAINTIFF and AGGRIEVED
15 EMPLOYEES of compensable time because the time-rounding system implemented by
16 DEFENDANTS would almost always, if not always, result in understating actual compensable work
17 time. DEFENDANTS failure to pay for all time worked by virtue of its time-rounding practices
18 resulted in the underpayment of minimum wages owed to PLAINTIFF and AGGRIEVED
19 EMPLOYEES as well as unpaid overtime wages for those AGRIEVED EMPLOYEES who worked
20 more than eight (8) hours in a day and/or more than forty (40) hours in a week.

21 70. DEFENDANTS failure to pay for all time worked by virtue of its time rounding,
22 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
23 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
24 minimum wages owed to PLAINTIFF and AGGRIEVED EMPLOYEES as well as unpaid overtime
25 wages for those AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or
26 more than forty (40) hours in a week.

27 71. Based on information and belief, DEFENDANTS had actual and/or constructive
28 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to

1 provide lawful meal periods and/or other off-the-clock work resulted in the underpayment of
2 minimum wages owed to PLAINTIFF and AGGRIEVED EMPLOYEES, in violation of California's
3 minimum wage laws.

4 72. These violations subject DEFENDANTS, to civil penalties under Labor Code
5 sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor
6 Code section and Wage Order provision results in a separate civil penalty, for each AGGRIEVED
7 EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions
8 were violated.

9 **Recordkeeping Requirement Violations**

10 73. California Labor Code section 1174 requires DEFENDANTS to keep “accurate and
11 complete” payroll records showing, among other things, the hours worked daily by PLAINTIFF and
12 AGGRIEVED EMPLOYEES. All applicable IWC Wage Orders, section 7 similarly requires
13 DEFENDANTS to keep accurate time records reflecting the times during which all owed meal
14 periods were provided each day.

15 74. Based on information and belief, DEFENDANTS failed, and continue to fail, to keep
16 accurate and complete payroll records as required by law. Based on information and belief,
17 DEFENDANTS failed and continue to fail to keep accurate and complete records showing total
18 hours worked by PLAINTIFF and AGGRIEVED EMPLOYEES by virtue of DEFENDANTS’ time
19 rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and
20 practices.

21 75. DEFENDANTS failed and continue to fail to keep accurate and complete records
22 showing total hours worked by virtue of DEFENDANTS’ failure to relieve PLAINTIFF and
23 AGGRIEVED EMPLOYEES of all duties and DEFENDANTS’ control for unpaid meal periods,
24 resulting in unpaid hours worked. Based on information and belief, DEFENDANTS further failed,
25 and continue to fail, to record the true start and end times of PLAINTIFF’S and AGGRIEVED
26 EMPLOYEES’ meal periods. DEFENDANTS’ failure to keep “accurate and complete” payroll
27 records for PLAINTIFF and AGGRIEVED EMPLOYEES violates Labor Code sections 1174, 1198,
28 1199, and all applicable IWC Wage Orders, section 7. These violations subject DEFENDANTS to

1 civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each
2 Labor Code section and Wage Order provision, for each AGGRIEVED EMPLOYEE, results in a
3 separate civil penalty.

4 **Violations of Labor Code Sections 226(b)-(c), 1198.5, and 432:**

5 76. Time and Pay Records Labor Code section 226 and all applicable IWC Wage Orders,
6 section 7 require that DEFENDANTS keep the following information on file for each employee for
7 a minimum of three years: The employee's dates of employment; the employee's hourly rates and
8 the corresponding number of hours worked by the employee at each hourly rate, when the employee
9 begins and ends each work period (including meal periods) and split intervals; total hours worked by
10 the employee; all deductions; gross wages earned; and net wages earned.

11 77. Section (b) of Labor Code section 226 further requires DEFENDANTS to "afford
12 current and former employees the right to inspect or receive a copy of records pertaining to their
13 employment upon reasonable request to the DEFENDANTS." Section (c) of Labor Code section
14 226 provides that, "an employer who receives a written or oral request to inspect or receive a copy
15 of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with
16 the request as soon as practicable, but no later than 21 calendar days from the date of the request. A
17 violation of this subdivision is an infraction." An employer's failure to comply within this timeframe
18 entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the
19 DEFENDANTS. Lab. Code section 226(f).

20 78. Personnel Records in addition to their right to time and pay records, employees, and
21 their representatives, have the right to inspect and receive a copy of their personnel files pursuant to
22 Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code
23 section 432 further specifies that employer must furnish copies of all employment records bearing
24 the employee's signature.

25 79. Labor Code section 1198.5 also requires that the file be made available for inspection
26 or receipt within a "reasonable" amount of time, but "not later than 30 calendar days from the date
27 the employer receives a written request." An employer's failure to comply within this timeframe
28 likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty

1 from the employer. Lab. Code section 1198.5(k).

2 80. Based on information and belief, DEFENDANTS failed to timely produce or make
3 available a current or former employee's personnel records and/or payroll records when requested
4 pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. For example,
5 PLAINTIFF sent a request for payroll and personnel records to DEFENDANTS, yet,
6 DEFENDANTS failed to timely produce complete records within the time periods delineated by
7 California labor law. Based on information and belief, DEFENDANTS failed and continues to fail
8 to timely produce complete payroll and personnel records when requested by AGGRIEVED
9 EMPLOYEES. See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved
10 employee per pay period").

11 81. These violations subject DEFENDANTS to penalties under Labor Code sections 226,
12 1198.5, and 2699. Each violation of each Labor Code section and Wage Order provision, for each
13 NONEXEMPT AGGRIEVED EMPLOYEE results in a separate civil penalty.

14 **Violation of California Labor Code §§ 245-248.5**

15 82. Throughout the relevant time period, DEFENDANTS failed to provide proper paid
16 sick leave to PLAINTIFF and AGGRIEVED EMPLOYEES. DEFENDANTS either failed to
17 provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate
18 of pay owed to PLAINTIFF and AGGRIEVED EMPLOYEES by failing to base the accrued sick
19 leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction
20 policies and practices for meal periods and/or shift start and end times/other required off-the-clock
21 work including but not limited to unpaid meal periods that were restricted to DEFENDANTS'
22 premises) and by failing to incorporate multiple rates of pay and/or all non-discretionary
23 remuneration, including but not limited to, non-discretionary bonuses, shift differential pay,
24 commission and/or piece-rate compensation and/or other non-discretionary compensation into the
25 sick leave pay rate calculation.

26 83. Based on information and belief, DEFENDANTS further failed to provide notice of
27 the correct sick leave amount balance available to PLAINTIFF and AGGRIEVED EMPLOYEES on
28 their wage statements or other written statement.

1 84. Based on information and belief, DEFENDANTS failed to put NON-EXEMPT
2 AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick
3 leave in a Labor Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate
4 records of used sick leave and the balance of paid sick leave left to the AGGRIEVED EMPLOYEE
5 throughout the relevant time period.

6 85. This illegal retention of paid sick leave is unlawful, and PLAINTIFF seeks all forms
7 of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of
8 PLAINTIFF and AGGRIEVED EMPLOYEES.

9 86. DEFENDANTS unlawfully retained and continue to retain paid sick leave that should
10 have been paid but was not, as a result of DEFENDANTS failure to properly institute a paid sick
11 leave program. On information and belief, PLAINTIFF alleges that all of these practices were
12 experienced and continue to be experienced by other AGGRIEVED EMPLOYEES.

13 87. PLAINTIFF requests all appropriate relief under the PAGA and these statutes,
14 including but not limited to the restitution of earned paid sick leave that could have been used, but
15 was not due to DEFENDANTS sole failure to institute such a paid sick leave entitlement or paid
16 sick leave bank as required by California law.

17 88. Accordingly, PLAINTIFF and AGGRIEVED EMPLOYEES are entitled to injunctive
18 relief, attorney’s fees, declaratory relief, restitution, and penalties as permitted by law. PLAINTIFF
19 requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor
20 Code sections 233 and 234, which incorporates the paid sick leave requirements.

21 **Refusal to Make Payment**

22 89. Labor Code section 216 declares unlawful an DEFENDANTS refusal to pay wages
23 due and payable and/or denial of the validity of any claim to wages due.

24 90. DEFENDANTS violated and continues to violate Labor Code section 216 by failing
25 to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all hours worked at the proper wage rate
26 and by failing to pay PLAINTIFF and AGGRIEVED EMPLOYEES an additional hour of pay for
27 each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries,*
28 *Inc. (1995) 31 Cal.App.4th 1137, 1154-1155.*

1 91. These violations subject DEFENDANTS to civil penalties under Labor Code section
2 225.5. Each violation results in a separate civil penalty, for each AGGRIEVED EMPLOYEE, for
3 each pay period during which the statute's provisions were violated.

4 **Wage Statement Violations**

5 92. California Labor Code section 226(a) requires every employer semi-monthly or at the
6 time of each payment of wages to furnish each of his or her employees with an accurate itemized
7 wage statement in writing that contains the following: (1) gross wages earned; (2) total hours
8 worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if
9 the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive
10 dates of the period for which the employee is paid; (7) the name of the employee and only the last
11 four digits of his or her social security number or an employee identification number other than a
12 social security number; (8) the name and address of the legal entity that is the employer; and (9) all
13 applicable hourly rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate by the employee.

15 93. DEFENDANTS violated and continue to violate the Labor Code by not paying
16 regular and overtime wages for all hours worked, not paying all sick leave wages at the proper rates,
17 and failing to provide meal and rest break premiums, DEFENDANTS have violated California
18 Labor Code section 226 by willfully failing to furnish PLAINTIFF and AGGRIEVED
19 EMPLOYEES with accurate, itemized wage statements. As described herein, based on information
20 and belief, DEFENDANTS also failed to incorporate all forms of non-discretionary compensation
21 earned during the pay period into the overtime pay rate calculation, and as such, failed to display the
22 proper overtime rate(s) for each hour of overtime worked by PLAINTIFF and AGGRIEVED
23 EMPLOYEES.

24 94. As a result, the wage statements provided to PLAINTIFF, AGGRIEVED
25 EMPLOYEES were not accurate and did not include all of the statutorily required information.

26 95. These violations subject DEFENDANTS to civil penalties under Labor Code section
27 226. Each violation results in a separate civil penalty, for each AGGRIEVED EMPLOYEE and each
28 EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were

1 violated.

2 **Standard Conditions of Labor Violations**

3 96. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
4 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
5 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
6 sections 1174, 1197, and 1198, or order or ruling of the commission.

7 97. Therefore, DEFENDANTS violations, including but not limited to, with respect to
8 meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, suitable
9 seating, and business expenses, result in separate violations of sections 1198 and 1199, which
10 subject DEFENDANTS to civil penalties under Labor Code sections 1197.1 and 2699.

11 **Statutory Wage Violations**

12 98. Labor Code section 223 makes it unlawful for an employer to secretly pay wages
13 lower than required by statute while purporting to pay legal wages.

14 99. As described above, DEFENDANTS willfully and systematically denied PLAINTIFF
15 and AGGRIEVED EMPLOYEES of minimum and overtime wage compensation for all hours
16 worked which resulted in the payment of less than statutorily required wages owed to them.
17 DEFENDANTS acted with the intent to deprive them of statutory wages, including, but not limited
18 to, overtime wages and minimum wages, to which they were entitled to under California law.

19 100. Thus, DEFENDANTS paid PLAINTIFF and AGGRIEVED EMPLOYEES lower
20 wages than those they were entitled to while purporting that PLAINTIFF and AGGRIEVED
21 EMPLOYEES were properly paid. As such, PLAINTIFF and AGGRIEVED EMPLOYEES are
22 entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §
23 2699(f)-(g).

24 **Final Pay Violations**

25 101. Labor Code section 201 requires employers to pay all wages earned and unpaid at the
26 time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in
27 relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the
28 time of discharge are due and payable immediately." California Labor Code section 202(a) provides,

1 in relevant part, that “[i]f an employee not having a written contract for a definite period quits his or
2 her employment, his or her wages shall become due and payable not later than 72 hours thereafter,
3 unless the employee has given 72 hours previous notice of his or her intention to quit, in which case
4 the employee is entitled to his or her wages at the time of quitting.” Pursuant to Labor Code section
5 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns
6 must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each
7 day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is
8 recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los*
9 *Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal.
10 App. 4th 365 (2005).

11 102. Based on information and belief, DEFENDANTS failed to timely pay PLAINTIFF
12 and AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or
13 resignation. Based on information and belief, DEFENDANTS provide final wages to AGGRIEVED
14 EMPLOYEES without regard to the timing requirements of Labor Code sections 201-202.

15 103. Upon separation of employment, PLAINTIFF and AGGRIEVED EMPLOYEES’
16 final paychecks were not timely provided and/or were not timely provided with all owed vacation
17 pay and/or paid time off. Moreover, AGGRIEVED EMPLOYEES’ final paychecks, once provided,
18 did not include all wages owed as they were devoid of, including but not limited to, all owed
19 minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid
20 time off wages at the properly accrued rates.

21 104. These violations subject DEFENDANTS to civil penalties under Labor Code sections
22 203, 210, and/or 256. Each violation results in a separate civil penalty, for each AGGRIEVED
23 EMPLOYEE for each pay period during which the statute provisions were violated.

24 105. DEFENDANTS has violated the above-referenced California Labor Code provisions,
25 the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as
26 other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest,
27 attorneys’ fees, and costs. The civil penalties PLAINTIFF and AGGRIEVED EMPLOYEES seek to
28 recover include, but are not limited to, the statutory and civil penalties specified above.

Allegations related to PLAINTIFF only

106. In addition to the aforementioned allegations, DEFENDANTS denied PLAINTIFF his legal right to take sick leave, family leave or unpaid vacation. Throughout his employment with DEFENDANTS, PLAINTIFF was required to work seven days per week.

107. In late August 2022, PLAINTIFF informed DEFENDANTS that his sister was diagnosed with cancer, and PLAINTIFF request to take one week of family medical leave, or time off, or vacation time, in order to visit and take care of his sister, and spend time with his sister. PLAINTIFF also told DEFENDANTS that the stressful working condition was affecting him physically and mentally, and he desperately needed to take a few days family care or medical leave. PLAINTIFF emphasized that the long working hours without being paid overtime, and the inability to take any breaks during his shift was unbearable and asked DEFENDANTS to pay him his legal overtime pay and provide him with his legal breaks.

108. DEFENDANTS told PLAINTIFF to wait for three (3) weeks before taking time off, and that they would take care of his overtime pay and legal breaks. Three weeks later, DEFENDANTS terminated PLAINTIFF'S employment.

109. PLAINTIFF told DEFENDANTS that he was willing to cancel his family leave request, and will not be taking anytime off work. DEFENDANTS refused to even communicate with PLAINTIFF. They stopped answering his phone calls to discuss his job and the reason for his termination.

110. On or about September 21, 2022, DEFENDANTS, and each of them, without any justification, legal reason, or just cause, terminated PLAINTIFF'S employment.

111. PLAINTIFF is informed and believes and based on such information and belief alleges that DEFENDANTS actions were caused by and were in retaliation for the protected activity of PLAINTIFF as set forth above. Instead of providing PLAINTIFF with family leave and provide PLAINTIFF with legal overtime pay and legal breaks, as retaliation, DEFENDANTS, and each of them, terminated PLAINTIFF'S employment.

112. PLAINTIFF is informed and believes and based on such information and belief alleges that PLAINTIFF'S complaint about the unlawful treatment by DEFENDANTS was not the

1 first complaint against DEFENDANTS.

2 113. PLAINTIFF is informed and believes that in addition to the wrongful actions and
3 practices enumerated in this Complaint, DEFENDANTS have engaged in other wrongful, harassing
4 and/or discriminatory practices which are not fully known by PLAINTIFF.

5 114. As a direct, foreseeable, and proximate result of DEFENDANTS wrongful, harassing
6 and/or discriminatory acts, PLAINTIFF has experienced severe anxiety and mental anguish as a
7 result of the conduct of the DEFENDANTS, and each of them, and has suffered emotional distress,
8 stress, anxiety, worry, anger, lack of self-worth, trouble sleeping and eating, mental injuries and
9 suffering, nervousness, angst, insomnia, sleep disorders, humiliation and/or embarrassment.

10 115. As a direct, foreseeable, and proximate result of DEFENDANTS wrongful, harassing
11 and/or discriminatory acts, PLAINTIFF has suffered and continues to suffer pain, humiliation,
12 embarrassment, mental and emotional distress, and discomfort, all to his damage in an amount in
13 excess of the minimum jurisdiction of this Court, the precise amount of which will be proven at trial.

14 116. DEFENDANTS committed the acts herein alleged maliciously, fraudulently, and
15 oppressively, with the wrongful intention of injuring PLAINTIFF, and acted with an improper and
16 evil motive amounting to malice, and in conscious disregard of PLAINTIFF'S rights. Because
17 DEFENDANTS acted in a despicable, deliberate, cold, callous, and intentional manner in order to
18 injure and damage PLAINTIFF, he is entitled to recover punitive damages from all DEFENDANTS.

19
20 **FIRST CAUSE OF ACTION**

21 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") FOR FAILURE TO**
22 **PAY MINIMUM WAGES (*Labor Code §§ 2698 et seq.*)**

23 (PLAINTIFF and Aggrieved Employees against each DEFENDANT)

24 117. PLAINTIFF re-pleads, re-alleges, and incorporates by reference each and every
25 allegation set forth in this Complaint.

26 118. California Labor Code Private Attorneys General Act of 2004 applies to Labor Code
27 section 1194 and 1197 provided that the minimum wage for employees fixed by the Commission is
28 the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so

1 fixed is unlawful.

2 119. Section 4(b) of the applicable Commission wage order requires an employer to pay
3 each employee, on the established payday for the period involved, not less than the applicable
4 minimum wage for all hours worked in the payroll period, whether the remuneration is measured by
5 time, piece, commission, or otherwise.

6 120. During the relevant time period, DEFENDANTS failed to pay PLAINTIFF and other
7 Aggrieved Employees their minimum wages due and owing to them.

8 121. PLAINTIFF, by virtue of his employment with DEFENDANTS and DEFENDANTS'
9 policy of not paying for all minimum wages, is an aggrieved employee with standing to bring an
10 action under PAGA. PLAINTIFF has satisfied all prerequisites to serve as a representative of the
11 general public to enforce California's labor laws, including, without limitation, the penalty
12 provisions identified in Labor Code section 2699.5. PLAINTIFF, as a representative of the people of
13 the State of California, seeks any and all penalties otherwise capable of being collected by the Labor
14 Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each
15 of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3(a)
16 applies to any alleged violation of the following provisions: sections 558, 1194, 1197, 1197.1, and
17 1199.

18 122. California Labor Code section 558 provides for civil penalties for violations of the
19 Labor Code sections 500-558 or any provision regulating hours and days of work in any
20 Commission wage order. The civil penalty is fifty dollars (\$50) for the initial violation and one
21 hundred dollars (\$100) for each subsequent violation for each underpaid employee in addition to "an
22 amount sufficient to recover underpaid wages." Labor Code § 558. The wages recovered are to be
23 paid to the affected employee.

24 123. PLAINTIFF is informed and believes that DEFENDANTS have violated and
25 continues to violate provisions of the California Labor Code and applicable wage orders related to
26 the payment of minimum wages.

27 124. PLAINTIFF, as a personal representative of the general public, seeks to recover any
28 and all penalties for each and every violation shown to exist or to have occurred during the one-year

1 period before PLAINTIFF filed Notice with the LWDA of his intent to bring this action, in an
2 amount according to proof, as to those penalties that are otherwise only available to public agency
3 enforcement actions. Funds recovered will be distributed in accordance with PAGA, with at least
4 75% of the penalties recovered being reimbursed to the State of California and the LWDA.

5
6 **SECOND CAUSE OF ACTION**

7 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") FOR FAILURE TO**
8 **PAY OVERTIME WAGES (*Labor Code §§ 2698 et seq.*)**

9 (PLAINTIFF and Aggrieved Employees against each DEFENDANT)

10 125. PLAINTIFF re-pleads, re-alleges, and incorporates by reference each and every
11 allegation set forth in this Complaint.

12 126. Section 3 of the applicable Commission wage order provides that DEFENDANTS are
13 and were required to pay PLAINTIFF and other aggrieved employees employed by DEFENDANTS
14 in California, for working more than eight (8) hours in a day or more than forty (40) hours in a
15 workweek, at the rate of one and one-half times their regular rate of pay for all hours worked in
16 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

17 127. California Labor Code section 510 codifies the right to overtime compensation at one
18 and one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
19 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and
20 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
21 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

22 128. During the relevant time period, DEFENDANTS failed to pay PLAINTIFF and other
23 Aggrieved Employees their overtime compensation due and owing to them.

24 129. PLAINTIFF, by virtue of his employment with DEFENDANTS and DEFENDANTS'
25 policy of not paying for all overtime compensation, is an aggrieved employee with standing to bring
26 an action under PAGA. PLAINTIFF has satisfied all prerequisites to serve as a representative of the
27 general public to enforce California's labor laws, including, without limitation, the penalty
28 provisions identified in Labor Code section 2699.5. PLAINTIFF, as a representative of the people of

1 the State of California, seeks any and all penalties otherwise capable of being collected by the Labor
2 Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each
3 of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3(a)
4 applies to any alleged violation of the following provisions: sections 558, 1194, 1197, 1197.1, and
5 1199.

6 130. California Labor Code section 558 provides for civil penalties for violations of the
7 Labor Code sections 500-558 or any provision regulating hours and days of work in any Wage
8 Order. The civil penalty is fifty dollars (\$50) for the initial violation and one hundred (\$100) for
9 each subsequent violation for each underpaid employee in addition to "an amount sufficient to
10 recover underpaid wages." Labor Code § 558.

11 131. PLAINTIFF, as a personal representative of the general public, seeks to recover any
12 and all penalties for each and every violation shown to exist or to have occurred under Labor Code
13 section 558 during the one year period before PLAINTIFF filed Notice with the LWDA of his intent
14 to bring this action, in an amount according to proof. PLAINTIFF also seeks to recover up to three
15 years of underpaid wages under Labor Code section 558 which will be distributed to the affected
16 employees.

17 **THIRD CAUSE OF ACTION**

18 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") FOR FAILURE TO** 19 **PROVIDE MEAL PERIODS (*Labor Code §§ 2698 et seq.*)** 20

21 (PLAINTIFF and Aggrieved Employees against each DEFENDANT)

22 132. PLAINTIFF re-pleads, re-alleges, and incorporates by reference each and every
23 allegation set forth in this Complaint.

24 133. California Labor Code Private Attorneys General Act of 2004 applies to *Labor Code*
25 *section 512* provided that the failure to provide legally mandated meal periods to PLAINTIFF and
26 other Aggrieved Employees entitles them to damages as prescribed under section 2699 of the Labor
27 Code Private Attorneys General Act of 2004.

28 134. During the relevant time period, DEFENDANTS failed to provide legally mandated

meal periods to PLAINTIFF and other Aggrieved Employees in California.

135. PLAINTIFF, by virtue of his employment with DEFENDANTS, is an aggrieved employee with standing to bring an action under PAGA. PLAINTIFF has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Labor Code section 2699.5. PLAINTIFF, as a representative of the people of the State of California, seeks any and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7 and 558.

136. California Labor Code section 558 provides for civil penalties for violations of the Labor Code sections 500-558 or any provision regulating hours and days of work in any Wage Order. The civil penalty is fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent violation for each underpaid employee in addition to "an amount sufficient to recover underpaid wages." Labor Code § 558.

137. PLAINTIFF, as a personal representative of the general public, seeks to recover any and all penalties for each and every violation shown to exist or to have occurred under Labor Code section 558 during the one year period before PLAINTIFF filed Notice with the LWDA of his intent to bring this action, in an amount according to proof. PLAINTIFF also seeks to recover up to three years of underpaid wages under Labor Code section 558 which will be distributed to the affected employees.

FOURTH CAUSE OF ACTION

VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") [*28] FOR FAILURE TO PROVIDE REST PERIODS (Labor Code §§ 2698 et seq.)

(PLAINTIFF and Aggrieved Employees against each DEFENDANT)

138. PLAINTIFF re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

139. California Labor Code Private Attorneys General Act of 2004 applies to Labor Code

1 section 512 provided that the failure to provide legally mandated rest periods to PLAINTIFF and
2 other Aggrieved Employees entitles them to damages as prescribed under section 2699 of the Labor
3 Code Private Attorneys General Act of 2004.

4 140. During the relevant time period, DEFENDANTS failed to provide legally mandated
5 rest periods to PLAINTIFF and other Aggrieved Employees.

6 141. PLAINTIFF, by virtue of her employment with DEFENDANTS, is an aggrieved
7 employee with standing to bring an action under PAGA. PLAINTIFF has satisfied all prerequisites
8 to serve as a representative of the general public to enforce California's labor laws, and the penalty
9 provisions identified in Labor Code section 2699.5. PLAINTIFF, as a representative of the people of
10 the State of California, seeks any and all penalties otherwise capable of being collected by the Labor
11 Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code
12 section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the
13 following provisions: sections 512 and 558.

14 142. California Labor Code section 558 provides for civil penalties for violations of the
15 Labor Code sections 500-558 or any provision regulating hours and days of work in any Wage
16 Order. The civil penalty is fifty dollars (\$50) for the initial violation and one hundred dollars (\$100)
17 for each subsequent violation for each underpaid employee in addition to "an amount sufficient to
18 recover underpaid wages." Labor Code § 558. The wages recovered are to be paid to the affected
19 employee.

20 143. PLAINTIFF, as a personal representative of the general public, seeks to recover any
21 and all penalties for each and every violation shown to exist or to have occurred under Labor Code
22 section 558 during the one year period before PLAINTIFF filed Notice with the LWDA of his intent
23 to bring this action, in an amount according to proof. PLAINTIFF also seeks to recover up to three
24 years of underpaid wages under Labor Code section 558 which will be distributed to the affected
25 employees.

26 ///

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") FOR FAILURE TO**
3 **TIMELY PAY FINAL WAGES AT SEPARATION (*Labor Code* §§ 2698 et seq.)**

4 (PLAINTIFF and Aggrieved Employees against each DEFENDANT)

5 144. PLAINTIFF re-pleads, re-alleges, and incorporates by reference each and every
6 allegation set forth in this Complaint.

7 145. California Labor Code Private Attorneys General Act of 2004 applies to *Labor Code*
8 *section 201-203* and/or 204 provided that the failure to pay all minimum wages, overtime and break
9 compensation, and other premiums earned and unpaid promptly upon termination or separation
10 entitles employees to damages as prescribed under section 2699 of the Labor Code, Private
11 Attorneys General Act of 2004.

12 146. PLAINTIFF and other Aggrieved Employees who ended their employment with the
13 DEFENDANTS during the last year were entitled to be promptly paid lawful minimum wage,
14 overtime compensation and compensation for meal and rest periods and other premiums as required
15 by California State wage and hour laws.

16 147. PLAINTIFF, by virtue of his employment with DEFENDANTS, is an aggrieved
17 employee with standing to bring an action under PAGA. PLAINTIFF has satisfied all prerequisites
18 to serve as a representative of the general public to enforce California's labor laws, and the penalty
19 provisions identified in Labor Code section 2699.5. PLAINTIFF, as a representative of the people of
20 the State of California, seeks any and all penalties otherwise capable of being collected by the Labor
21 Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code
22 section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the
23 following provisions: sections 201-204.

24 148. California Labor Code section 558 provides for civil penalties for violations of the
25 Labor Code sections 500-558 or any provision regulating hours and days of work in any Wage
26 Order. The civil penalty is fifty dollars (\$50) for the initial violation and one hundred dollars (\$100)
27 for each subsequent violation for each underpaid employee in addition to "an amount sufficient to
28 recover underpaid wages." Labor Code § 558.

149. PLAINTIFF, as a personal representative of the general public, seeks to recover any and all penalties for each and every violation shown to exist or to have occurred under Labor Code section 558 during the one year period before PLAINTIFF filed Notice with the LWDA of his intent to bring this action, in an amount according to proof. PLAINTIFF also seeks to recover up to three years of underpaid wages under Labor Code section 558 which will be distributed to the affected employees.

SIXTH CAUSE OF ACTION

**VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") FOR FAILURE TO
MAINTAIN REQUIRED BUSINESS RECORDS (Labor Code §§ 2698 et seq.)**

(PLAINTIFF and Aggrieved Employees against each DEFENDANT)

150. PLAINTIFF re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

151. California Labor Code Private Attorneys General Act of 2004 applies to Labor Code section 1174 provided that the failure to maintain required business records at a central location entitles PLAINTIFF and other Aggrieved Employees to damages as prescribed under section 2699 of the Labor Code, Private Attorneys General Act of 2004.

152. Section 1174 of the California Labor Code requires DEFENDANTS to keep, at a central location, accurate information with respect to each employee.

153. Pursuant to Labor Code section 1174, every employer in the State shall: "(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors; and (d) Keep, 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." These records must be kept in accordance with rules established for this purpose by Labor Commissioner, but in any case shall be kept on file for not less than three years.

154. DEFENDANTS violated the foregoing provisions, in that DEFENDANTS failed to

1 maintain, at a central location, PLAINTIFF'S aforementioned information with respect to
2 employment, and as a result violated both the Labor Code and Commission wage order.
3 DEFENDANTS failed to record all hours worked by PLAINTIFF and other Aggrieved Employees,
4 including but not limited to, DEFENDANTS' failure to record the proper beginning and end of each
5 work period, the meal periods, the total hours worked during the pay period, the applicable rates of
6 pay, and the wages paid. As a result, the records maintained by DEFENDANTS for PLAINTIFF and
7 other Aggrieved Employees are incomplete and inaccurate and fail to comply with the requirements
8 of Labor Code section 1174(d) and the Records section of the applicable Commission wage order.

9 155. PLAINTIFF, by virtue of his employment with DEFENDANTS, is an aggrieved
10 employee with standing to bring an action under PAGA. PLAINTIFF has satisfied all prerequisites
11 to serve as a representative of the general public to enforce California's labor laws, and the penalty
12 provisions identified in Labor Code section 2699.5. PLAINTIFF, as a representative of the people of
13 the State of California, seeks any and all penalties otherwise capable of being collected by the Labor
14 Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code
15 section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the
16 following provisions: sections 226, 1174, and 1199.

17 156. California Labor Code section 558 provides for civil penalties for violations of the
18 Labor Code sections 500-558 or any provision regulating hours and days of work in any Wage
19 Order. The civil penalty is fifty dollars (\$50) for the initial violation and one hundred dollars (\$100)
20 for each subsequent violation for each underpaid employee in addition to "an amount sufficient to
21 recover underpaid wages." Labor Code § 558. The wages recovered are to be paid to the affected
22 employee.

23 157. PLAINTIFF, as a personal representative of the general public, seeks to recover any
24 and all penalties for each and every violation shown to exist or to have occurred under Labor Code
25 section 558 during the one year period before PLAINTIFF filed Notice with the LWDA of his intent
26 to bring this action, in an amount according to proof. PLAINTIFF also seeks to recover up to three
27 years of underpaid wages under Labor Code section 558, which will be distributed to the affected
28 employees.

1 **SEVENTH CAUSE OF ACTION**

2 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") FOR**
3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (*Labor Code §§***
4 ***2698, et seq.*)**

5 (PLAINTIFF and Aggrieved Employees against each DEFENDANT)

6 158. PLAINTIFF re-pleads, re-alleges, and incorporates by reference each and every
7 allegation set forth in this Complaint.

8 159. Section 226(a) of the California Labor Code requires DEFENDANTS to itemize in
9 wage statements all deductions from payment of wages and to accurately report total hours worked
10 by PLAINTIFF and other Aggrieved Employees in California. DEFENDANTS have knowingly and
11 intentionally failed to comply with Labor Code section 226(a) on each and every wage statement
12 provided to PLAINTIFF and other aggrieved employees in California.

13 160. PLAINTIFF, by virtue of her employment with DEFENDANTS, is an aggrieved
14 employee with standing to bring an action under PAGA. PLAINTIFF has satisfied all prerequisites
15 to serve as a representative of the general public to enforce California's labor laws, and the penalty
16 provisions identified in Labor Code section 2699.5. PLAINTIFF, as a representative of the people of
17 the State of California, seeks any and all penalties otherwise capable of being collected by the Labor
18 Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code
19 section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the
20 following provisions: sections 226, 1174, and 1199.

21 161. California Labor Code section 558 provides for civil penalties for violations of the
22 Labor Code sections 500-558 or any provision regulating hours and days of work in any Wage
23 Order. The civil penalty is fifty dollars (\$50) for the initial violation and one hundred dollars (\$100)
24 for each subsequent violation for each underpaid employee in addition to "an amount sufficient to
25 recover underpaid wages." Labor Code § 558. The wages recovered are to be paid to the affected
26 employee.

27 162. PLAINTIFF, as a personal representative of the general public, seeks to recover any
28 and all penalties for each and every violation shown to exist or to have occurred under Labor Code

1 section 558 during the one year period before PLAINTIFF filed Notice with the LWDA of his intent
2 to bring this action, in an amount according to proof. PLAINTIFF also seeks to recover up to three
3 years of underpaid wages under Labor Code section 558 which will be distributed to the affected
4 employees.

5
6 **EIGHTH CAUSE OF ACTION**

7 **WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

8 (PLAINTIFF, individually, Against All DEFENDANTS)

9 163. PLAINTIFF re-pleads, re-alleges, and incorporates by reference each and every
10 allegation set forth in this Complaint.

11 164. It is a fundamental, substantial and well-established public policy under California
12 law that employees receive their legal wages and provided family leave, California Family Rights
13 Act § 11087, and California Gov. Code § 12940, and all the relevant California labor code violation
14 set forth in this complaint.

15 165. In acting as alleged herein, DEFENDANTS discharged PLAINTIFF arbitrarily,
16 without just cause, and in violation of statutes and/or fundamental public policies of the State of
17 California.

18 166. As a direct, foreseeable, and proximate result of DEFENDANTS' actions,
19 PLAINTIFF has suffered and continues to suffer humiliation, embarrassment, mental and emotional
20 distress and discomfort, all to PLAINTIFF'S damage in an amount in excess of the minimum
21 jurisdiction of this court, the precise amount to be proven at trial.

22 167. As a direct and proximate result of DEFENDANTS' unlawful actions as described
23 above, PLAINTIFF has incurred, and will continue to incur medical expenses, loss of deferred
24 compensation, loss of equity, benefits, earning capacity, wages, opportunities for employment and
25 advancement, and work experience, all due to her damage in an amount according to proof.

26 168. PLAINTIFF is informed and believes and thereon alleges that the conduct of
27 DEFENDANTS was grossly intentional, negligently reckless, willful, wanton, malicious, oppressive
28 and/or unmindful of obligations to PLAINTIFF and/or exhibits that entire want of care which would

1 rise to the presumption of conscious indifference to the consequences so as to warrant the imposition
2 of punitive damages in an amount sufficient to punish, penalize or deter DEFENDANT, for which
3 DEFENDANTS are all liable to Plaintiff.

4 169. WHEREFORE, Plaintiff prays for judgment against Defendants as set forth below.

5
6 **NINTH CAUSE OF ACTION**

7 **DISCRIMINATION IN VIOLATION OF FEHA**

8 **CALIFORNIA GOVERNMENT CODE §12940(a)**

9 (PLAINTIFF, individually, Against All DEFENDANTS)

10 170. Plaintiff incorporates by reference all the allegations in the preceding paragraphs, and
11 each and every part thereof, as if fully set forth hereat.

12 171. At all times herein mentioned, the FEHA, Government Code §12940(a), was in full
13 force and effect and binding on DEFENDANTS. These statutes required DEFENDANTS to refrain
14 from discriminating against any employee on the basis of a family care leave.

15 172. During PLAINTIFF's employment, DEFENDANTS, through their supervisors and/or
16 agents, engaged in actions intentionally that resulted in PLAINTIFF being treated less favorably
17 because of his request for family care and medical leave. PLAINTIFF suffered mentally and
18 physically from the stressful condition at his job. PLAINTIFF was entitled from his medical leave
19 and family care leave.

20 173. PLAINTIFF believes and thereon alleges that his request for family care and medical
21 leave was a motivating and substantial factor in DEFENDANTS' termination of his employment.

22 174. As a proximate result of DEFENDANTS' willful, knowing and intentional
23 discrimination of PLAINTIFF, PLAINTIFF has sustained and continues to sustain substantial losses
24 in earnings and other employment benefits.

25 175. As a proximate result of DEFENDANTS' willful, knowing, and intentional
26 discrimination of PLAINTIFF, PLAINTIFF has suffered and continues to suffer severe and
27 permanent emotional and mental distress, humiliation, embarrassment, fright, shock, pain,
28 discomfort, anxiety, mental and physical pain and anguish, all to PLAINTIFF'S damage in a sum

1 according to proof. The exact nature and extent of said injuries is presently unknown to
2 PLAINTIFF, who will pray leave of court to assert the same when they are ascertained.

3 176. DEFENDANTS committed the acts alleged herein willfully, maliciously, and
4 oppressively, with the wrongful intention of injuring PLAINTIFF, with an improper and
5 intentional motive amounting to malice and in conscious disregard of PLAINTIFF's rights,
6 welfare, and safety. Accordingly, PLAINTIFF requests the assessment of punitive damages
7 against DEFENDANTS in an amount appropriate to punish and make an example of them.

8 177. PLAINTIFF has been generally damaged in an amount within the jurisdictional limits
9 of this court.

10 178. PLAINTIFF has incurred and continues to incur legal expenses and attorney fees and
11 is entitled to reimbursement of his attorney's fees pursuant to California Government Code
12 §12965(b).

13
14 **TENTH CAUSE OF ACTION**

15 **RETALIATION IN VIOLATION OF CALIFORNIA GOVERNMENT CODE § 12940(h)**

16 (PLAINTIFF, individually, Against All DEFENDANTS)

17 179. PLAINTIFF incorporates by reference all the allegations in the preceding paragraphs,
18 and each and every part thereof, as if fully set forth hereat.

19 180. Government Code Section 12940(h) proscribes unlawful retaliation by employers
20 against employees based on the employee having protested what the employee reasonably believes
21 to be a violation of the FEHA.

22 181. By virtue of the conduct set forth above, DEFENDANTS violated said statute in
23 that a substantial motivating factor for such adverse employment actions was to discriminate
24 against PLAINTIFF based on his request for family care and medical leave..

25 182. As a direct and proximate result of the said retaliation PLAINTIFF sustained
26 economic damages for past and prospective loss of earnings and benefits, according to proof.

27 183. As a further and direct and proximate result of the said retaliation PLAINTIFF
28 sustained general damages for severe mental and emotional distress in in an amount according to

1 proof.

2 184. DEFENDANTS acted with malice and oppression toward PLAINTIFF and with
3 conscious disregard of his rights and PLAINTIFF is accordingly entitled to punitive damages in
4 sums sufficient to punish said DEFENDANTS and set an example in view of their financial
5 condition.

6 185. PLAINTIFF is further entitled to an award of statutory attorney's fees for bringing
7 this action pursuant to Government Code §12965(b).

8
9 **ELEVENTH CAUSE OF ACTION**

10 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

11 (PLAINTIFF, individually, Against All DEFENDANTS)

12 186. PLAINTIFF incorporates by reference all the allegations in the preceding paragraphs,
13 and each and every part thereof, as if fully set forth hereat.

14 187. DEFENDANTS engaged in discrimination, harassment, retaliation and wrongful
15 termination against PLAINTIFF, and aided and abetted each other in engaging in illegal
16 discrimination harassment, and retaliation thereby subjecting PLAINTIFF to the intentional
17 infliction of emotional distress caused by such discrimination and harassment in violation of
18 California Government Code § 12940.

19 188. DEFENDANTS failed to take immediate and appropriate remedial action to respond
20 to PLAINTIFF'S complaints of discrimination and harassment. Instead, DEFENDANTS ignored
21 PLAINTIFF'S request that the behavior be dealt with and allowed PLAINTIFF to be subjected to
22 retaliatory action.

23 189. The acts of DEFENDANTS as described herein were extreme and outrageous and an
24 abuse of the authority and position of DEFENDANTS, and each of them. Such conduct was
25 intended to cause severe emotional distress, or was done with conscious disregard for the probability
26 of causing such distress. Such conduct exceeded the inherent risks of employment and was not the
27 sort of conduct normally expected to occur in the workplace. DEFENDANTS and their employees,
28 the above-named individual DEFENDANTS, abused their positions of authority toward

1 PLAINTIFF, and engaged in conduct intended to humiliate PLAINTIFF and convey the message
2 that he was powerless to defend his rights.

3 190. As a proximate result of the aforementioned acts, PLAINTIFF has suffered
4 embarrassment, anxiety, humiliation, serious mental anguish, and emotional and physical distress.
5 PLAINTIFF will continue to suffer damages in a sum that exceeds the jurisdictional limits of this
6 court, but is yet to be ascertained. PLAINTIFF will either seek leave to amend this Complaint upon
7 ascertaining such information, or will prove the same at the time of trial.

8 191. As more fully set forth above, the acts of DEFENDANTS were intentional,
9 malicious, wanton, oppressive, and fraudulent, with conscious disregard for PLAINTIFF'S rights
10 and with the intent to vex, injure, punish, and annoy PLAINTIFF so as to cause the injuries
11 sustained by PLAINTIFF, within the meaning of California Civil Code § 3294. PLAINTIFF is
12 therefore entitled to punitive or exemplary damages in an amount sufficient to punish and make an
13 example out of DEFENDANTS.

14
15 **WHEREFORE**, PLAINTIFF, on behalf of himself and all other Aggrieved Employees in
16 California, prays for relief and judgment against DEFENDANTS, jointly and severally, as follows:

- 17 1. For penalties as provided, per each violation, by PAGA, Labor Code section 2699, et seq. for
18 failure to pay all minimum wages due;
- 19 2. For an amount sufficient to recover up to three years of underpaid wages to those employees who
20 were underpaid minimum wages pursuant to Labor Code section 558;
- 21 3. For all statutory penalties provided under Labor Code section 558, including \$50 for the initial
22 violation and \$100 for each subsequent violation for each pay period during which an employee
23 was underpaid minimum wages;
- 24 4. For penalties as provided, per each violation, by PAGA, Labor Code section 2699, et seq. for
25 failure to pay all overtime wages due;
- 26 5. For an amount sufficient to recover up to three years of underpaid wages to those employees who
27 were underpaid overtime wages pursuant to Labor Code section 558;
- 28

6. For all statutory penalties provided under Labor Code section 558, including \$50 for the initial violation and \$100 for each subsequent violation for each pay period during which an employee was underpaid overtime wages;
7. For penalties as provided, per each violation, by PAGA, Labor Code section 2699, et seq. for failure to provide all meal periods;
8. For an amount sufficient to recover up to three years of underpaid wages to those employees who were underpaid wages due to failure to provide paid meal periods pursuant to Labor Code section 558;
9. For all statutory penalties provided under Labor Code section 558, including \$50 for the initial violation and \$100 for each subsequent violation for each pay period during which an employee was underpaid due to failure to provide paid meal periods;
10. For penalties as provided, per each violation, by PAGA, Labor Code section 2699, et seq. for failure to provide all rest periods;
11. For an amount sufficient to recover up to three years of underpaid wages to those employees who were underpaid wages due to failure to provide paid rest periods pursuant to Labor Code section 558;
12. For all statutory penalties provided under Labor Code section 558, including \$50 for the initial violation and \$100 for each subsequent violation for each pay period during which an employee was underpaid due to failure to provide paid rest periods;
13. For penalties as provided, per each violation, by PAGA, Labor Code section 2699, et seq. for failure to maintain required business records;
14. For penalties as provided, per each violation, by PAGA. Labor Code section 2699, et seq. for failure to provide accurate, itemized wage statements;
15. For penalties as provided, per each violation, by PAGA. Labor Code section 2699, et seq. for failure to timely pay wages at separation;
16. For reasonable attorney's fees and costs under PAGA. Labor Code section 2699(g)(1)., and,
17. For such other and further relief as the court deems proper.

1 **WHEREFORE**, PLAINTIFF demands judgment against DEFENDANTS as follows:

- 2 1. For compensatory and general damages against all defendants in an amount according to proof,
3 including back pay, front pay, past and future damages for emotional and mental distress, and
4 past and future medical costs and expenses;
- 5 2. For punitive damages against all defendants pursuant to California Civil Code Section 3294;
- 6 3. For reasonable, statutory attorneys' fees and costs of suit, pursuant to California Government
7 Code Section 12965(b); and California Code of Civil Procedure § 1021.5; and
- 8 4. For such other and further relief as the court deems proper.

9 **DEMAND FOR JURY TRIAL**

10 PLAINTIFF demands a trial by jury on all claims as provided by California Law.

11
12
13 DATED: March 8, 2023

Respectfully Submitted

KORDAB LAW OFFICES

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17 Hekmat Kordab, Esq.

18 Yadira De La Rosa, Esq.

19 Attorneys for Plaintiff, Ahmad Yassine
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EXHIBIT A



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@dfeh.ca.gov

March 8, 2023

Hekmat Kordab
300 S. Harbor Blvd., Suite 820
Anaheim, CA 92805

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202303-19893808
Right to Sue: Yassine / Sidhu Petroleum Inc. et al.

Dear Hekmat Kordab:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@dfeh.ca.gov

March 8, 2023

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202303-19893808

Right to Sue: Yassine / Sidhu Petroleum Inc. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD)) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
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Civil Rights Department



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March 8, 2023

Ahmad Yassine

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202303-19893808
Right to Sue: Yassine / Sidhu Petroleum Inc. et al.

Dear Ahmad Yassine:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective March 8, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

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To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Ahmad Yassine

CRD No. 202303-19893808

Complainant,

vs.

Sidhu Petroleum Inc.
16541 Gothard St. Ste. 201
Huntington Beach, CA 92647

Arco AM/PM
1240 E. Washington St.
Colton, CA 92324

Harjit Singh
16541 Gothard St. Ste. 201
Huntington Beach, CA 92647

Respondents

1. Respondent **Sidhu Petroleum Inc.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Arco AM/PM** business as Co-Respondent(s).
Complainant is naming **Harjit Singh** individual as Co-Respondent(s).

3. Complainant **Ahmad Yassine**, resides in the City of , State of .

4. Complainant alleges that on or about **September 21, 2022**, respondent took the following adverse actions:

Complainant was harassed because of complainant's national origin (includes language restrictions), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Complainant was discriminated against because of complainant's national origin (includes language restrictions), disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result of the discrimination was terminated, denied hire or promotion, denied equal pay, denied any employment benefit or privilege, denied family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies.

Complainant experienced retaliation because complainant requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated, denied equal pay, denied any employment benefit or privilege, denied employer paid health care while on family care and medical leave (cfra).

Additional Complaint Details:

1 VERIFICATION

2 I, **Hekmat Kordab**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On March 8, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Anaheim, CA**
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EXHIBIT B

 **KORDAB**
LAW OFFICES
300 S Harbor Blvd, Suite 820
Anaheim, CA 92805
Phone: (714) 881-0581
Fax: (714) 881-0582.

Hekmat Kordab, Esq.
matt@kordablawn.com

Yadira De La Rosa, Esq.
yadira@kordablawn.com

December 8, 2022

SIDHU PETROLEUM, INC. a CA Corporation;
16541 Gothard St. Ste 201
Huntington Beach, California 92647

Via U.S Certified Mail
Certified Mail# 7021 2720 0001 8880 5841

HARJIT SINGH, an Individual;
16541 Gothard St. Ste 201
Huntington Beach, California 92647

Via U.S Certified Mail
Certified Mail# 7021 2720 0001 8880 5858

Labor and Workforce Development Agency
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th
Floor, San Francisco, CA 94102

Filed online at <http://www.dir.ca.gov/>
Case Number: LWDA-CM-923493-22

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: Labor and Workforce Development Agency, SIDHU PETROLEUM, INC., and HARJIT SINGH

Re: Ahmad Yassine's Notice of Labor Code Violations Pursuant to California Labor Code Section 2699 et. seq.

Date: December 8, 2022

INTRODUCTION

Please take notice that this office represents the interest of AHMAD YASSINE (hereinafter "PLAINTIFF") in connection with PLAINTIFF's claims under the California Labor Code. PLAINTIFF was, at all relevant times herein mentioned, an employee of the following entity and individual, SIDHU PETROLEUM, INC., and HARJIT SINGH (hereinafter, the entity, individual, and their managing agents are collectively referred to as "EMPLOYER"). EMPLOYER may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, PLAINTIFF, on behalf of PLAINTIFF, and on behalf of all current and former non-exempt employees employed by EMPLOYER at any of their facilities or locations in California within one year of the date of this notice (hereinafter, these employees are referred to as “NON-EXEMPT AGGRIEVED EMPLOYEES”) hereby gives written notice (“NOTICE”) of PLAINTIFF’s claims against EMPLOYER. This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and EMPLOYER via certified mail to its Agent(s) for Service of Process or entity mailing address as provided to the California Secretary of State.

This NOTICE also serves to demonstrate PLAINTIFF’s reasonable attempt at settlement with EMPLOYER. If EMPLOYER is interested in settling this matter before a lawsuit is filed, EMPLOYER may contact KORDAB LAW OFFICES at the address listed at the close of this NOTICE. This settlement attempt is in compliance with relevant California law. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by PLAINTIFF to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—PLAINTIFF reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, EMPLOYER is on notice that PLAINTIFF continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that EMPLOYER intends to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the EMPLOYER shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, PLAINTIFF will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which PLAINTIFF will base PLAINTIFF’s claims, PLAINTIFF requests that the LWDA regard this NOTICE as written notice of PLAINTIFF’s intent to seek civil penalties against EMPLOYER.

PLAINTIFF, on behalf of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that EMPLOYER has violated, requiring this

NOTICE, include but are not limited to: California Labor Code sections 201-203, 204, 216, 221-223, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders.

The Named Individual and Entity Are Joint Employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES.

California courts have recognized that the definition of “employer” for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California’s labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

PLAINTIFF is informed and believes and thereon alleges that at all relevant times EMPLOYER and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources as set forth herein. Under California law, in determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/Abc, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal. 4th 512 (2010).)

PLAINTIFF believes and hereon asserts that EMPLOYER and unknown entities must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant times herein, so as to be considered the joint employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES. By reason of their status as joint employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES, they are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. EMPLOYER, at all relevant times, was an employer or person acting on behalf of employer(s) who violated PLAINTIFF’s and NON-EXEMPT AGGRIEVED EMPLOYEES’ rights by violating various sections of the California Labor Code. The California Legislature defines “other person acting on behalf of an employer” as “a natural person who is an owner, director, officer, or managing agent of the employer.” The “managing agent” definition mirrors that found in California’s punitive damages statute

(subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, “managing agents” are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

PLAINTIFF intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. PLAINTIFF will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. PLAINTIFF asks and demands that EMPLOYER put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, PLAINTIFF also offers to EMPLOYER to place those individuals on notice if EMPLOYER voluntarily provides their contact information.

GENERAL INFORMATION

EMPLOYER owns, operates or otherwise manages several plants, facilities, and/or locations in California including but not limited to facilities in Irvine, California. Although EMPLOYER may operate several successful companies, EMPLOYER does not comply with California’s labor laws.

PLAINTIFF was employed by EMPLOYER as a non-exempt employee. PLAINTIFF worked for EMPLOYER as a cashier or salesclerk, and other similar title from in or around June 2020 through in or around late September 2022, when PLAINTIFF’s employment was wrongfully terminated by EMPLOYER.

PLAINTIFF worked for EMPLOYER out of EMPLOYER’s Colton location. PLAINTIFF regularly worked at least eight (8) hours per day, at least (5) days per week. EMPLOYER paid PLAINTIFF an hourly rate for time counted by EMPLOYER as hours worked.

Among other things, EMPLOYER, 1) failed and continues to fail to keep accurate and complete time records for PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES; 2) failed and continues to fail to pay PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked; 3) failed and continues to fail to pay PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES at least minimum wage for all hours worked and overtime/regular rates for corresponding work; 4) failed and continues to fail to pay proper overtime wages; 5) failed and continues to fail to provide PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES with proper meal and/or rest breaks, and/or compensate PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of premium pay at the regular rate of compensation for missed/improper meal and/or rest periods; 6) failed and continues to fail to provide legally compliant

wage statements to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES; and, 7) failed and continues to fail to timely pay wages to PLAINTIFF and NONEXEMPT AGGRIEVED EMPLOYEES during employment and/or upon separation of employment; 8) failed to timely produce complete records within the time periods delineated by California labor law. Further descriptions of the above-mentioned violations and others are explained below.

LABOR CODE VIOLATIONS

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, EMPLOYER failed, and continues to fail, to keep accurate and complete payroll records as required by law. Based on information and belief, EMPLOYER failed and continues to fail to keep accurate and complete records showing total hours worked by PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES by virtue of EMPLOYER’s time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

EMPLOYER failed and continues to fail to keep accurate and complete records showing total hours worked by virtue of EMPLOYER’s failure to relieve PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER’s control for unpaid meal periods, resulting in unpaid hours worked. Based on information and belief, EMPLOYER further failed, and continues to fail, to record the true start and end times of PLAINTIFF’s and NON-EXEMPT AGGRIEVED EMPLOYEES’ meal periods. EMPLOYER’s failure to keep “accurate and complete” payroll records for PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.

Violations of Labor Code Sections 226(b)-(c), 1198.5, and 432:

Time and Pay Records Labor Code section 226 and all applicable IWC Wage Orders, section 7 require that employers keep the following information on file for each employee for a minimum of three years: The employee’s dates of employment; the employee’s hourly rates and the corresponding number of hours worked by the employee at each hourly rate, when the employee begins and ends each work period (including meal periods) and split intervals; total hours worked by the employee; all deductions;

gross wages earned; and net wages earned.

Section (b) of Labor Code section 226 further requires employers to “afford current and former employees the right to inspect or receive a copy of records pertaining to their employment upon reasonable request to the employer.” Section (c) of Labor Code section 226 provides that, “an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction.” An employer’s failure to comply within this timeframe entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 226(f).

Personnel Records In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee’s signature.

Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a “reasonable” amount of time, but “not later than 30 calendar days from the date the employer receives a written request.” An employer’s failure to comply within this timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

Based on information and belief, EMPLOYER fails to timely produce or make available a current or former employee’s personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. For example, PLAINTIFF sent a request for payroll and personnel records to EMPLOYER. Yet, EMPLOYER failed to timely produce complete records within the time periods delineated by California labor law. Based on information and belief, EMPLOYER failed and continues to fail to timely produce complete payroll and personnel records when requested by NON-EXEMPT AGGRIEVED EMPLOYEES. See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”).

These violations subject EMPLOYER to penalties under Labor Code sections 226, 1198.5, and 2699. Each violation of each Labor Code section and Wage Order provision, for each NONEXEMPT AGGRIEVED EMPLOYEE results in a separate civil penalty.

Meal Period Violations

California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be

provided within the first five (5) hours the employee works. Labor Code section 512 (and all applicable IWC Wage Orders), sections 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4 th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid.* Upon information and belief, PLAINTIFF did not sign a valid meal period waiver throughout PLAINTIFF's employment by EMPLOYER.

Employers covered by any and all applicable IWC Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3) ("Meal periods . . . shall also be recorded"); *Brinker*, supra, 53 Cal.4 th 1004, 1052-1053, citing section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided").

Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Labor Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided"); *Brinker*, supra, 53 Cal.4th 1004.

PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES consistently worked shifts of five and a one-half (5 ½) hours or more. PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES would not receive legally compliant thirty (30) minute first meal breaks. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal breaks or skip meal breaks completely.

Additionally, EMPLOYER required PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES to remain on EMPLOYER's premises during purport meal periods. As a result,

PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES took their meal periods within the facility in which they worked. As such, PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES remained subject to EMPLOYER's control during purported meal periods, thereby rendering the meal periods unlawful.

Moreover, per EMPLOYER's uniform policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute second meal break. For example, when PLAINTIFF worked more than ten hours in a shift, PLAINTIFF was not provided with a second meal period.

Moreover, based on information and belief, EMPLOYER failed to keep accurate records of the true start and end times of PLAINTIFF's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods. Based on information and belief, to the extent meal period were recorded, EMPLOYER illegally rounded the start and end times of purported meal periods resulting in PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

EMPLOYER failed to pay PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 11981199, and all applicable IWC Wage Orders, sections 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each NONEXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated. EMPLOYER's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Rest Period Violations

California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. See applicable IWC Wage Order, §12(A). In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods,

meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Labor Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

EMPLOYER did not properly authorize and provide PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES with legally compliant rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

Moreover, EMPLOYER failed to provide any form of a third rest period on shifts lasting longer than ten hours. For example, when PLAINTIFF worked shifts lasting longer than ten hours, PLAINTIFF was not afforded the opportunity and/or was not permitted to take a third ten-minute rest period.

Furthermore, EMPLOYER failed to pay a rest period premium for each day in which NONEXEMPT AGGRIEVED EMPLOYEES experienced a missed or otherwise unlawful rest period in violation of California law. *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal. App. 4th 864, 872. EMPLOYER failed to pay PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of pay for each workday a proper rest period was not provided.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated. *See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); and All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid")*.

Minimum Wage Violations

"Notwithstanding any agreement to work for a lesser wage, any employee receiving less than

the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit." Labor Code section 1194.

Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324. Furthermore, "in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon..." Cal. Lab. Code § 1194.2.

EMPLOYER failed to compensate PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked by virtue of EMPLOYER's automatic deduction and time rounding policies, and failure to relieve employees of all duties employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods, including but not limited to meal periods restricted to EMPLOYER's premises. As explained above, PLAINTIFF's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods were restricted to EMPLOYER's premises. Based on information and belief NON-EXEMPT AGGRIEVED EMPLOYEES took meal periods that were restricted to EMPLOYER's premises and/or otherwise took meal periods that were late, short, on duty, or otherwise not relieved of all duties and employer control.

Based on information and belief, EMPLOYER implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were subject to EMPLOYER's control during purported meal periods and/or were otherwise not afforded with lawful meal periods, depriving PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES of all wages owed.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not paid for all hours worked due to EMPLOYER's policy and/or practice of paying according to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices.

Based on further information and belief, EMPLOYER implemented a time-rounding system that as applied systematically deprived PLAINTIFF and NON-EXEMPT AGGRIEVED

EMPLOYEES of compensable time because the time-rounding system implemented by EMPLOYER would almost always, if not always, result in understating actual compensable work time. EMPLOYER's failure to pay for all time worked by virtue of its time-rounding practices resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

EMPLOYER's failure to pay for all time worked by virtue of its time rounding, auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

Based on information and belief, EMPLOYER had actual and/or constructive knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to provide lawful meal periods and/or other off-the-clock work resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's minimum wage laws.

These violations subject EMPLOYER, to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated. *See Lab. Code §1197.1(a) (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid")*.

Overtime Violations

California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Labor Code §510; IWC Wage Order All applicable IWC Wage Orders §3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. *Ibid.*

Based on information and belief, EMPLOYER violated California's overtime laws by, among other things, failing to correctly calculate, or record, the total number of hours worked by PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and not paying proper overtime rates for overtime worked by virtue of same.

Namely, EMPLOYER's automatic deduction and time rounding policies and practices for meal periods, payment according to scheduled hours worked rather than actual time worked, off-the-clock/unpaid work completed during meal periods or time spent restricted to EMPLOYER's premises and/or subject to EMPLOYER's control during off-the-clock meal periods (described above), and/or other off-the-clock work resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to PLAINTIFF and NONEXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

Based on information and belief, EMPLOYER failed and continues to fail to pay premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week. Based on information and belief, EMPLOYER failed and continues to fail to pay twice NONEXEMPT AGGRIEVED EMPLOYEES' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated. *See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").*

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, EMPLOYER failed to provide proper paid sick leave to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES. EMPLOYER either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock

work including but not limited to unpaid meal periods that were restricted to EMPLOYER's premises) and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay, commission and/or piece-rate compensation and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, EMPLOYER further failed to provide notice of the correct sick leave amount balance available to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES on their wage statements or other written statement.

Based on information and belief, EMPLOYER failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, EMPLOYER failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

This illegal retention of paid sick leave is unlawful, and PLAINTIFF seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES.

EMPLOYER unlawfully retained and continues to retain paid sick leave that should have been paid but was not, as a result of EMPLOYER's failure to properly institute a paid sick leave program. On information and belief, PLAINTIFF alleges that all of these practices were experienced and continue to be experienced by other NON-EXEMPT AGGRIEVED EMPLOYEES.

PLAINTIFF requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to EMPLOYER's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. PLAINTIFF requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, EMPLOYER violated Labor Code section 248.2 by not providing NON-EXEMPT AGGRIEVED EMPLOYEES with required 2021 COVID-19 Supplemental Paid Sick

Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

EMPLOYER violated and continues to violate Labor Code section 216 by failing to pay PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked at the proper wage rate and by failing to pay PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject EMPLOYER to civil penalties under Labor Code section 225.5. Each violation results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated. *Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).*

Wage Statement Violations

California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) 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; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Cal. Labor Code section 226(a).

EMPLOYER violated and continues to violate the Labor Code by not paying regular and overtime wages for all hours worked, not paying all sick leave wages at the proper rates, and failing to provide meal and rest break premiums, EMPLOYER has violated California Labor Code section 226 by willfully failing to furnish PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES with accurate, itemized wage statements. As described herein, based on information and belief, EMPLOYER also failed to incorporate all forms of non-discretionary compensation earned during the pay period into the overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by PLAINTIFF and NON-EXEMPT AGGRIEVED

EMPLOYEES.

As a result, the wage statements provided to PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES were not accurate and did not include all of the statutorily required information.

These violations subject EMPLOYER to civil penalties under Labor Code section 226. Each violation results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated. *See Labor Code §226.3 (establishing that the civil penalty is “per employee per violation”).*

Standard Conditions of Labor Violations

Together, Labor Code sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, EMPLOYER’s violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, suitable seating, and business expenses, result in separate violations of sections 1198 and 1199, which subject EMPLOYER to civil penalties under Labor Code sections 1197.1 and 2699.

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, EMPLOYER willfully and systematically denied PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. EMPLOYER acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, EMPLOYER paid PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES lower wages than those they were entitled to while purporting that PLAINTIFF and NONEXEMPT AGGRIEVED EMPLOYEES were properly paid. As such, PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to recover penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Final Pay Violations

Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of

discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.” Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

Based on information and belief, EMPLOYER failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. Based on information and belief, EMPLOYER provides final wages to NON-EXEMPT AGGRIEVED EMPLOYEES without regard to the timing requirements of Labor Code sections 201-202.

Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES’ final paychecks were not timely provided and/or were not timely provided with all owed vacation pay and/or paid time off. Moreover, NON-EXEMPT AGGRIEVED EMPLOYEES’ final paychecks, once provided, did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates.

These violations subject EMPLOYER to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a separate civil penalty, for each EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated. (*establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty...for each failure to pay each employee”*).

Conclusion

EMPLOYER has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys’ fees, and costs. The civil penalties PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this NOTICE) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this NOTICE is to satisfy the requirements created by Labor Code §§ 2699, 2699.3(a), 2699.3(b), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code.

If the LWDA elects not to take any action with respect to any of the foregoing claims, PLAINTIFF will seek these penalties in a civil action, on behalf of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES within one year of the date of this letter as allowed by law.

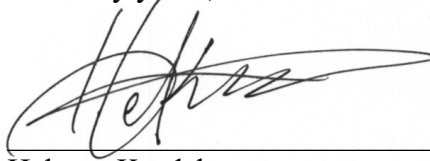
Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty-five days of the date of this NOTICE to our office and to that of other charged parties. Thank you for your attention to this matter.

If you have any questions, please contact me at the phone number or address below:

Hekmat Kordab
KORDAB LAW OFFICES
300 S. Harbor Blvd., Suite 820
Anaheim, CA 92805
Email: matt@kordabl原因.com
Phone #: (714) 881-0581
Fax #: (714) 881-0582

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Hekmat', written over a horizontal line.

Hekmat Kordab