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Attorneys for Plaintiff Swain

SUPERIOR COURT OF THE STATE OF CALIFORNIA

SHASTA COUNTY

STEPHANIE SWAIN, an individual, on behalf
of herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

MARUTI WVRVL OIL INC, a California
Corporation;
MARUTI EAST AVE INC, a California
Corporation;
MARUTI FILLING STATION INC, a
California Corporation;
MARUTI GAS PLUS INC, a California
Corporation;
MARUTI MAGALIA INC, a California
Corporation;
MARUTI OROVILLE INC, a California
Corporation;
MARUTI PARK AVE INC, a California
Corporation;
MARUTI PLACERVILLE INC, a California
Corporation;
MARUTI PLACER OIL CORP, a California
Corporation;

FILED

JUL 18 2023

**CLERK OF THE SUPERIOR COURT
BY: K. MIRANDA, DEPUTY CLERK**

Case No. 202166

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Pay Straight-Time and Overtime Wages
2. Failure to Pay Minimum Wage
3. Failure to Provide Compliant Meal Periods
4. Failure to Authorize and Permit Compliant Rest Periods
5. Failure to Provide Accurate Wage Statements
6. Failure to Pay All Wages Owed Upon Separation
7. Violation of the Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*)
8. Violation of the Private Attorneys General Act

DEMAND FOR JURY TRIAL

BY FAX

1 MARUTI QUINCY INC, a California
Corporation;
2 MARUTI RED BLUFF INC, a California
Corporation;
3 MARUTI SHASTA LAKE LLC, a California
4 Limited Liability Company;
MARUTI SHINGLE TOWN INC, a California
5 Corporation;
6 MARUTI SUSANVILLE CORP, a California
Corporation;
7 MARUTI ANDERSON LLC, California
Limited Liability Company;
8 MARUTI CASCADE LLC, a California
Limited Liability Company;
9 MARUTI CHURN CREEK LLC, a California
Limited Liability Company;
10 MARUTI COTTONWOOD LLC, a California
Limited Liability Company;
11 MARUTI CRUZ THRU LLC, a California
12 Limited Liability Company;
MARUTI HARTNELL LLC, a California
13 Limited Liability Company;
MARUTI SUSANVILLE LLC, a California
14 Limited Liability Company;
15 MARUTI WESTWOOD LLC, a California
Limited Liability Company;
16 MARUTI I-5 COTTONWOOD LLC, a
California Limited Liability Company;
17 MARUTI 4TH ST COTTONWOOD LLC, a
California Limited Liability Company;
18 JAGDEEP SINGH RANDHAWA, an
19 individual; and DOES 1 through 100, inclusive,

20 Defendants.

1 Plaintiff Stephanie Swain (hereinafter "Plaintiff" or "Swain"), an individual, on behalf of
2 herself and all other similarly situated current and former employees, alleges on information and
3 belief, except for her own acts and knowledge which are based on personal knowledge, the
4 following:

5 **INTRODUCTION**

6 1. This is a putative class action brought against Defendants MARUTI WVRVL OIL
7 INC; MARUTI EAST AVE INC; MARUTI FILLING STATION INC; MARUTI GAS PLUS
8 INC; MARUTI MAGALIA INC; MARUTI OROVILLE INC; MARUTI PARK AVE INC;
9 MARUTI PLACERVILLE INC; MARUTI PLACER OIL CORP; MARUTI QUINCY INC;
10 MARUTI RED BLUFF INC; MARUTI SHASTA LAKE LLC; MARUTI SHINGLE TOWN INC;
11 MARUTI SUSANVILLE CORP; MARUTI ANDERSON LLC; MARUTI CASCADE LLC;
12 MARUTI CHURN CREEK LLC; MARUTI COTTONWOOD LLC; MARUTI CRUZ THRU
13 LLC; MARUTI HARTNELL LLC; MARUTI SUSANVILLE LLC; MARUTI WESTWOOD
14 LLC; MARUTI I-5 COTTONWOOD LLC; MARUTI 4TH ST COTTONWOOD LLC; JAGDEEP
15 SINGH RANDHAWA; and DOES 1 through 100, inclusive, (collectively hereinafter the
16 "Defendants") for (i) failing to pay all minimum wages, straight-time wages, and overtime wages at
17 the lawful rates of pay for all work performed; (ii) failing to provide all required uninterrupted,
18 duty-free first and second meal periods; (iii) failing to provide, authorize or permit compliant duty-
19 free paid rest periods; (iv) failing to pay all owed wages each and every pay period; (v) failing to
20 provide accurate, compliant, itemized wage statements; (vi) failing to pay all wages owed upon
21 separation of employment, as mandated under the California Labor Code (hereinafter the "Labor
22 Code"); and, (vii) violating the California Private Attorneys General Act (hereinafter "PAGA").

23 2. Plaintiff is a Member of and the named representative for the Class, the Minimum
24 Wage Subclass, the Terminated Employee Subclass, and the Wage Statement Subclass, as defined
25 in Paragraphs 46-49 below. The term "Class" includes Plaintiff and all other persons who are
26 members of the "Class," and/or the "Minimum Wage Subclass," and/or the "Terminated Employee
27 Subclass," and/or the "Wage Statement Subclass," as herein defined.

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1 3. On behalf of herself and other Members of the Class, Plaintiff seeks: 1) all straight-
2 time and overtime wages owed under Labor Code §§ 510, 1194 and 1197; 2) liquidated damages
3 under Labor Code 1194.2(a) in an amount equal to the wages unlawfully unpaid and interest
4 thereon; 3) an additional hour of premium pay owed under Labor Code § 226.7 and Industrial
5 Welfare Commission (hereinafter "I.W.C.") Wage Order No. 7-2001 for each day failing to provide
6 all required, compliant uninterrupted meal periods; 4) an additional hour of premium pay owed
7 under Labor Code § 226.7 and I.W.C. Wage Order No. 7-2001 for each day failing to provide all
8 required, compliant paid rest periods; 5) unpaid wages, due every pay period, under Labor Code §
9 204; 6) unpaid wages due at the time of resignation or termination under Labor Code § 201 and/or
10 § 202 and penalties based on waiting to receive those wages under Labor Code § 203; 7) penalties
11 for inaccurate and non-compliant itemized wage statements, under Labor Code § 226(e); 8)
12 restitution under California Business & Professions Code (hereinafter "Cal. Bus. & Prof. Code") §
13 17203; and 9) injunctive relief under Labor Code § 226(h) and Business and Professions Code §
14 17200, *et seq.*, requiring that Defendants provide compliant, itemized wage statements, consistent
15 with Labor Code § 226(a), and cease and desist from their other unlawful and/or unfair
16 employment practices.

17 4. The State of California Private Attorneys General Act of 2004 allows for a tolling of
18 the limitations period during the period during which the California Labor and Workforce
19 Development Agency (hereinafter "LWDA") is assessing, or the employer may be curing, the
20 alleged violations. Cal. Labor Code § 2699.3(d). On May 8, 2023, pursuant to Cal. Labor Code §
21 2699.3(a)(1), counsel for Plaintiff, on behalf of Swain, provided written notice via online filing
22 with the LWDA and via certified mail, with return-receipt, to the employer / Defendants, alleging
23 violations of the California Labor Code and the facts and theories that support the alleged
24 violations. (*see Exhibit 1*, attached hereto and incorporated by this reference herein). Additionally,
25 on May 8, 2023, pursuant to Cal. Labor Code §2699.3(a)(1)(B), counsel for Plaintiff, on behalf of
26 Swain, paid the required filing fee of \$75.00 to the LWDA. (*see Ex. 1*).

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1 10. When Plaintiff complained to Defendants about the fact that she and her co-workers
2 had worked numerous hours for Defendants that they were not being paid for, Defendants informed
3 Plaintiff that it was the employees' fault and that they would not be paid for those worked hours.
4 When Plaintiff thereafter requested to review Defendants time-records to compare them against her
5 own records, she was informed that it was too onerous to produce those records and that
6 Defendants would not provide her with her timecard records.

7 11. Throughout Plaintiff's employment, Defendants did not provide employees with
8 legally compliant meal breaks. For the first several months of Plaintiff's employment, employees
9 were simply told nothing about meal breaks, were not provided with meal breaks, and were neither
10 instructed nor required to track such breaks. A few months into Plaintiffs' employment,
11 Defendants announced to the employees a change in policy which required employees to clock-out
12 for 30-minute meal breaks (using the same malfunctioning time clock system) despite the fact that
13 they were still not provided with or able to take legally compliant breaks. Employees were
14 instructed that they would be subject to a written reprimand if they did not clock out for a meal
15 period. As a result of Defendants' new policy, employees were required to mark that a meal break
16 had been taken despite the fact Defendants did not actually provide meal breaks.

17 12. For the entirety of Plaintiff's employment, employees were not provided with rest
18 breaks, nor were rest breaks scheduled or authorized. Defendants' scheduling policies made rest
19 breaks effectively impossible to take since Defendants did not schedule rest breaks and because
20 there were not enough employees on-duty to permit employees to actually take a rest break due to
21 the work demands.

22 13. On certain occasions, Plaintiff worked more than 8 hours in a day or more than 40
23 hours in a workweek but was not paid at an overtime rate for those hours due to Defendants
24 practice of not paying employees for all the hours that they worked. When Plaintiff was paid at an
25 overtime rate, that rate was calculated based on the minimum wage applicable to employers with
26 less than 26 employees.

27 14. On December 23, 2022, Plaintiff was told that due to Defendants' finances, she
28 would be placed on a suspension or furlough of her employment; however, Plaintiff was never

1 returned to work and was instead terminated. At the time she was terminated, Plaintiff was neither
2 provided with her final paycheck, nor was she paid for all the wages she had earned, which remain
3 unpaid.

4 15. The Members of the Class are similarly situated persons who are presently
5 employed or were formerly employed by Defendants as hourly, non-exempt employees working in
6 California who: 1) were not paid applicable straight-time wages and overtime wages for all work
7 time and at the lawful regular rate of pay; 2) were not paid at the lawful and applicable minimum
8 wage, 3) were not provided with all compliant, uninterrupted duty-free 30-minute meal periods; 4)
9 were not provided with paid duty-free 10-minute rest periods; 5) were not paid all wages due each
10 and every pay period; 6) were not provided with all earned wages upon their separation of
11 employment (including accrued vacation wages); and/or, 7) were not provided accurate itemized
12 wage statements.

13 **B. Defendants**

14 16. Defendant Maruti WVRVL Oil Inc is an entity created under the laws of the State of
15 California, with its principal place of business in Weaverville, California.

16 17. Defendant Maruti East Ave Inc. is an entity created under the laws of the State of
17 California, with its principal place of business in Redding, California.

18 18. Defendant Maruti Filling Station Inc. is an entity created under the laws of the State
19 of California, with its principal place of business in Redding, California.

20 19. Defendant Maruti Gas Plus Inc. is an entity created under the laws of the State of
21 California, with its principal place of business in Redding, California.

22 20. Defendant Maruti Magalia Inc. is an entity created under the laws of the State of
23 California, with its principal place of business in Redding, California.

24 21. Defendant Maruti Oroville Inc. is an entity created under the laws of the State of
25 California, with its principal place of business in Redding, California.

26 22. Defendant Maruti Park Ave Inc. is an entity created under the laws of the State of
27 California, with its principal place of business in Redding, California.

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1 23. Defendant Maruti Placerville Inc. is an entity created under the laws of the State of
2 California, with its principal place of business in Redding, California.

3 24. Defendant Maruti Placer Oil Corp. is an entity created under the laws of the State of
4 California, with its principal place of business in Redding, California.

5 25. Defendant Maruti Quincy Inc. is an entity created under the laws of the State of
6 California, with its principal place of business in Redding, California.

7 26. Defendant Maruti Red Bluff Inc. is an entity created under the laws of the State of
8 California, with its principal place of business in Redding, California.

9 27. Defendant Maruti Shasta Lake LLC is an entity created under the laws of the State
10 of California, with its principal place of business in Redding, California

11 28. Defendant Maruti Shingle Town Inc. is an entity created under the laws of the State
12 of California, with its principal place of business in Redding, California.

13 29. Defendant Maruti Susanville Corp. is an entity created under the laws of the State of
14 California, with its principal place of business in Bella Vista, California.

15 30. Defendant Maruti Anderson LLC is an entity created under the laws of the State of
16 California, with its principal place of business in Anderson, California.

17 31. Defendant Maruti Cascade LLC is an entity created under the laws of the State of
18 California, with its principal place of business in Redding, California.

19 32. Defendant Maruti Churn Creek LLC is an entity created under the laws of the State
20 of California, with its principal place of business in Redding, California.

21 33. Defendant Maruti Cottonwood LLC is an entity created under the laws of the State
22 of California, with its principal place of business in Cottonwood, California.

23 34. Defendant Maruti Cruz Thru LLC is an entity created under the laws of the State of
24 California, with its principal place of business in Redding, California.

25 35. Defendant Maruti Hartnell LLC is an entity created under the laws of the State of
26 California, with its principal place of business in Redding, California.

27 36. Defendant Maruti Susanville LLC is an entity created under the laws of the State of
28 California, with its principal place of business in Bella Vista, California.

1 37. Defendant Maruti Westwood LLC is an entity created under the laws of the State of
2 California, with its principal place of business in Redding, California.

3 38. Defendant Maruti I-5 Cottonwood LLC is an entity created under the laws of the
4 State of California, with its principal place of business in Redding, California.

5 39. Defendant Maruti 4TH ST Cottonwood LLC is an entity created under the laws of
6 the State of California, with its principal place of business in Redding, California.

7 40. Defendant Jagdeep Singh Randhawa is an individual residing within the State of
8 California.

9 41. All of these incorporated entities operated gasoline stations and/or convenience
10 stores in California and were operated as a single entity. There was a unity of interest and a co-
11 mingling of employees, managers, and assets between each of the fictitious business entities and
12 their individual owners such that their separate identities did not exist. These Corporations and
13 Limited Liability Company's ("LLC's") were used to perpetrate a fraud and to achieve inequitable
14 results, as the use of multiple Corporations and LLC's were undertaken to defraud employees out
15 of wages that they would otherwise be owed absent the separate entity scheme, as well as to protect
16 the true owners from collective action. Each of the individually named Defendant entities shared
17 common management, managers, employees, and operational systems, including a networked
18 computer system which permitted the individual Defendants to operate each of the individually run
19 gas stations/convenience stores as a single entity with regards to pricing, employees, and inventory.

20 42. Part of Defendants' scheme involved paying employees at a rate that was less than
21 the legal rate due to the fact that based on Defendants business filings, each entity had less than 26
22 employees and was eligible to pay employees at a minimum wage less than that which would be
23 required for employers with 26 or more employees. However, because the LLC and Corporate
24 filings were little more than a sham, Defendants operated as a singular employer with well over 25
25 employees that was required to pay a minimum wage at the higher rate established by the State of
26 California.

27 43. The true names and capacities, whether individual, corporate, associate or otherwise
28 of the Defendants sued here as DOES 1 through 100, inclusive, are presently unknown to Plaintiff,

1 who therefore sues these Defendants by such fictitious names, pursuant to Cal. Civ. Proc. Code
2 § 474. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in
3 the conduct herein alleged, of the Defendants sued herein as DOES 1 through 100 but is informed
4 and believes and thereon alleges that said Defendants are legally responsible for the wrongful
5 conduct alleged herein and therefore sues these Defendants by such fictitious names. To the extent
6 required, Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and
7 capacities of these Defendants, when they have been ascertained and become known.

8 44. Plaintiff is informed and believes, and based thereon, alleges that each of the
9 Defendants designated herein are legally responsible in some manner for the unlawful acts referred
10 to herein and that each Defendant acted in all respects pertinent to this action as the agent of the
11 other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto,
12 and the acts of each Defendant are legally attributable to the other Defendants.

13 45. The agents, servants and/or employees of Defendants and each of them, acting on
14 behalf of the Defendants, acted within the course and scope of his, her or its authority as the agent,
15 servant and/or employee of the Defendants, and personally participated in the conduct alleged
16 herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the
17 acts of each Defendant are legally attributable to the other Defendants and all Defendants are
18 jointly and severally liable to Plaintiff and the other non-exempt hourly employees, for the loss
19 sustained as a proximate result of the conduct of the Defendants' agents, servants and/or
20 employees.

21 CLASS ACTION ALLEGATIONS

22 46. Plaintiff brings this action on behalf of herself and all other similarly situated
23 persons as a class action, pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a
24 Class composed of and defined as follows:

25 **All of Defendants' non-exempt hourly employees in the State of California at**
26 **any time since May 8, 2019 through the date as determined by the Court**
27 **("Class Period") ("Class Members").**
28

1 47. Plaintiff also seeks to bring this action on behalf of herself and all other similarly
2 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

3 **All Class Members who were paid at the minimum wage at any time since May**
4 **8, 2019 (“Minimum Wage Subclass Members”).**

5 48. Plaintiff also seeks to bring this action on behalf of herself and all other similarly
6 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

7 **All Class Members whose work with Defendants ended at any time since May**
8 **8, 2020 (“Terminated Subclass Members”).**

9 49. Plaintiff also seeks to bring this action on behalf of herself and all other similarly
10 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

11 **All Class Members employed at any time since May 8, 2022 (“Wage Statement**
12 **Subclass Members”).**

13 50. This action has been brought and may be maintained as a class action pursuant to
14 Code of Civil Procedure § 382, because there is a well-defined community of interest among many
15 persons who comprise a readily ascertainable class.

- 16 a. The Class Members are so numerous that individual joinder of all of them as
17 plaintiffs is impractical. Although the exact number of Class members is unknown
18 to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that
19 there are not less than 75 Class Members.
- 20 b. The identity of Class Members can readily be determined from Defendants’ records.
21 Defendants’ records include the name and address of every person who performed
22 work for them in California during the Class Period.
- 23 c. Common questions of law and fact exist as to Class Members and predominate over
24 any questions that may affect only individual Class Members. These common
25 questions include, but are not limited to:
- 26 (1) Did the multiple Defendants act as a single employer for the purposes of
27 managing and paying Plaintiff and Class Members such that the distinction
28 between them was a fiction?

- 1 (2) Did Defendants, in violation of Labor Code §§ 510, 1194, and 1197, fail to
2 pay Plaintiff and Class Members for all straight-time wages and overtime
3 wages owed to them at the lawful rates of pay?
- 4 (3) Did Defendants, in violation of Labor Code Labor Code §§ 510, 1194, and
5 1197, fail to pay employees the applicable minimum wage as set by the
6 Labor Commissioner?
- 7 (4) Did Defendants violate Labor Code §§ 226.7 and 512, and I.W.C. Wage
8 Order No. 7-2001 by failing to provide compliant duty-free uninterrupted 30-
9 minute meal periods afforded under California law, including but not limited
10 to first and second meal periods (where required), as alleged herein?
- 11 (5) Did Defendants violate Labor Code §§ 226.7 and 512, and I.W.C. Wage
12 Order No. 7-2001 by failing to authorize and permit compliant duty-free paid
13 rest periods as alleged herein?
- 14 (6) Did Defendants fail to provide Wage Statement Subclass Members with
15 accurate, compliant, and itemized wage statements, as required by Labor
16 Code §§ 226(a)?
- 17 (7) Are Defendants liable for civil penalties under Labor Code § 226?
- 18 (8) Did Defendants, in violation of Labor Code § 201 and/or § 202, fail to pay
19 timely all wages owed to Terminated Subclass Members upon separation?
- 20 (9) Did Defendants act willfully when they failed to pay timely all wages owed
21 to Terminated Subclass Members upon separation?
- 22 (10) Are Defendants liable for penalty wages under Labor Code § 203?
- 23 (11) Did Defendants violate the Unfair Competition Law, Business and
24 Professions Code § 17200, *et seq.*, by their unlawful practices, as alleged
25 herein?
- 26 (12) Did Defendants violate the Unfair Competition Law, Business and
27 Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and Class
28 Members all wages earned each pay period, in violation of Labor Code §204,

as alleged herein?

(13) Are Defendants liable for restitution under Bus. & Prof. Code § 17203?

(14) Should Defendants be subjected to declaratory and/or injunctive relief measures, prohibiting the continuation of the unlawful business practices under the Unfair Competition Law, Business and Professions Code § 17200, *et seq.*?

(15) Are Defendants liable for pre-judgment interest?

(16) Are Defendants liable for attorney's fees and costs?

d. Plaintiff is a Member of the Class and the Subclasses, and her claims are typical of the claims of the other Class Members and Subclass Members. Plaintiff is informed and believes and thereon alleges that Defendants maintain policies or practices of: 1) failing to pay straight-time wages, applicable minimum wages and overtime wages at the lawful rate of pay for all hours actually worked; 2) failing to provide compliant meal periods, including second meal periods on days when ten or more hours are worked; 3) failing to provide compliant rest periods; 4) failing to pay employees for all wages earned during each pay period; 5) failing to pay employees all earned wages due upon separation of employment; and/or, 6) failing to provide employees with accurate, compliant itemized wage statements reflecting all required information, including the rate of pay in effect for all hours worked.

e. Plaintiff will adequately and fairly protect the interests of the Class Members and Subclass Members. Plaintiff has no interest adverse to the interests of absent Class Members and/or Subclass Members. Plaintiff is represented by legal counsel who has substantial class action experience in civil litigation and employment law.

51. A class action is superior to other available means for fair and efficient adjudication of the claims of the Class and would be beneficial for the parties and the court. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The monetary amounts due to many

1 individual Class Members are likely to be relatively small, and the burden and expense of
2 individual litigation would make it difficult or impossible for individual members of the Class to
3 seek and obtain relief. A class action will serve an important public interest by permitting such
4 individuals to effectively pursue recovery of the sums owed to them. Further, class litigation
5 prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

6 **FIRST CAUSE OF ACTION**

7 **Failure to Pay Straight-Time and Overtime Wages**
(By Plaintiff and the Class Members against all Defendants)

8 52. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

9 53. At all relevant times, Plaintiff and the Class Members were and/or are employees of
10 Defendants covered by Labor Code §§ 510, 1194, and 1197 and I.W.C. Wage Order No. 7-2001.

11 54. By their failure to pay straight-time wages and overtime wages at the lawful rate of
12 pay for all time worked, and by their failure to pay employees at the applicable rate for employers
13 with 26 or more employees, Defendants willfully breached their agreement to pay wages, in
14 violation of Labor Code §§ 510, 1194 and 1197 and I.W.C. Wage Order No. 7-2001.

15 55. Plaintiff is informed and believes and thereon alleges that at all relevant times within
16 the applicable limitations period, Defendants maintained and continue to maintain a policy or
17 practice of not paying Class Members for all of the work performed for Defendants by failing to
18 record the hours worked by its employees, resulting in off-the-clock work being performed without
19 any wages being paid. Furthermore, this practice led to the failure to pay wages at the proper
20 overtime rate due to the fact that work performed in excess of 8 hours per day, or 40 hours in a
21 workweek were credited as work below these thresholds.

22 56. Plaintiff is informed and believes and thereon alleges that at relevant times within
23 the applicable limitations period, Defendants maintained a policy of requiring its employees to
24 clock-out for 30 minutes each workday in order to show false compliance with California meal
25 break laws while Plaintiff and Class Members were in fact still performing work related activities
26 for Defendants while off-the-clock and without being paid any wages for this work time.

27 57. As a result of Defendants' unlawful and willful conduct, employees have suffered
28 damages in an amount, subject to proof, to the extent they were not paid all straight-time and

1 overtime wages for all hours actually worked and at the lawful rate of pay and owed to them under
2 Labor Code §§ 510, 1194 and 1197, and I.W.C. Wage Order No. 7-2001.

3 58. Pursuant to Labor Code §§ 1194, 1194.2 and 1194.3, Plaintiff and the Class
4 Members are entitled to recover the full amount of unpaid wages, liquidated damages, pre-
5 judgment interest, reasonable attorney's fees and costs of suit.

6 **SECOND CAUSE OF ACTION**

7 **Failure to Pay Minimum Wage**

(By Plaintiff and the Minimum Wage Subclass Members against all Defendants)

8 59. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

9 60. At all relevant times, Plaintiff and the Subclass Members were and/or are employees
10 of Defendants covered by Labor Code §§ 510, 1194, and 1197 and I.W.C. Wage Order No. 7-2001.

11 61. Labor Code §1197 requires that the minimum wage to be paid to employees is the
12 amount fixed by the Labor Commission. The payment of a lower wage than the minimum so fixed
13 is unlawful. The rates set forth by the Labor Commissioner for the relevant time period covered by
14 this Complaint are as follows:

Date	Minimum Wage for Employers with 25 Employees <i>or Less</i>	Minimum Wage for Employers with 26 Employees <i>or More</i>
January 1, 2019	\$11.00/hour	\$12.00/hour
January 1, 2020	\$12.00/hour	\$13.00/hour
January 1, 2021	\$13.00/hour	\$14.00/hour
January 1, 2022	\$14.00/hour	\$15.00/hour
January 1, 2023	\$15.50/hour	\$15.50/hour

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23 62. Through the use of distinct incorporated entities to make it appear as though they
24 had 25 or less employees, Defendants willfully and in bad faith avoided paying the lawful
25 minimum wage to Plaintiff and other employees in the Minimum Wage Subclass, in violation of
26 Labor Code §§ 510, 1194 and 1197 and I.W.C. Wage Order No. 7-2001.

27 63. Pursuant to Labor Code §§ 1194 and 1194.2(a), Plaintiff and members of the
28 Minimum Wage Subclass are entitled to recover the unpaid balance of the full amount of the

1 minimum wage, to recover liquidated damages in an amount equal to the wages unlawfully unpaid,
2 and interest thereon.

3 **THIRD CAUSE OF ACTION**

4 **Failure to Provide Compliant Meal Periods** (By Plaintiff and the Class Members against all Defendants)

5 64. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

6 65. At all relevant times, Plaintiff and the Class Members were and/or are employees of
7 Defendants, covered by Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 7-2001.

8 66. Pursuant to Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 7-2001,
9 Plaintiff and the Class Members are entitled to a meal break of at least thirty (30) minutes for each
10 workday that they worked more than five (5) hours within the first five hours of their shift, and a
11 second meal period of at least thirty (30) minutes for each workday they worked more than ten (10)
12 hours, and one additional hour of pay for every day that all required, compliant meal breaks are not
13 provided.

14 67. Defendants have failed to provide Plaintiff and the Class Members with compliant
15 meal breaks in accordance with Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 7-2001.
16 Prior to mid-2022, Defendants policy was to neither provide meal breaks, nor to keep records of
17 such breaks as required by the applicable I.W.C. Wage Order.

18 68. In mid-2022, Defendants enacted a policy requiring employees to indicate on their
19 time records that they had taken a meal break, regardless of whether a meal break was taken and
20 despite the fact that lunch breaks were not provided. As a result of this policy, fictitious meal
21 breaks were inserted by Defendants into the time records of Plaintiff and the Class Members
22 without any regard as to whether a meal break was actually taken in compliance with California's
23 meal break laws. Further, Plaintiff and the Class Members on certain occasions worked shifts over
24 ten (10) hours, yet Defendants failed to provide a second, 30-minute duty-free meal period, as
25 required under California law.

26 69. Defendants failed to provide Plaintiff and the Class Members the additional hour of
27 pay required by Labor Code § 226.7 and I.W.C. Wage Order No. 7-2001. Plaintiff is informed and
28 believes and thereon alleges that at all relevant times within the applicable limitations period,

1 Defendants maintained and continue to maintain a policy or practice of not paying additional pay at
2 the lawful rate of pay to employees for the failure to provide compliant first or second meal breaks.

3 70. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
4 suffered damages in an amount, subject to proof, to the extent they were not paid additional wages
5 at the lawful rate of pay owed for the failure to provide compliant first or second meal breaks.

6 71. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
7 recover the full amount of their unpaid additional wages for unprovided meal breaks. Pursuant to
8 Labor Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable
9 attorney's fees and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code §3287(a), Plaintiff
10 and the Class Members are entitled to recover prejudgment interest on the additional wages owed
11 for missed meal breaks at the lawful rate of pay.

12 **FOURTH CAUSE OF ACTION**
13 **Failure to Authorize and Permit Compliant Rest Periods**
(By Plaintiff and the Class Members against all Defendants)

14 72. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

15 73. At all relevant times, Plaintiff and the Class Members were and/or are employees of
16 Defendants covered by Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 7-2001.

17 74. Pursuant to Labor Code §§ 226.7 and 512 and I.W.C. Wage Order No. 7-2001,
18 Plaintiff and the Class Members are entitled to properly paid rest periods of at least ten (10)
19 minutes for each four (4) hour period of work or major fraction thereof and one (1) hour of
20 additional pay for every day that each and every required compliant paid rest period was not
21 authorized and permitted. Further, Plaintiff and the Class Members have been denied their first rest
22 period of at least ten (10) minutes for some shifts worked of at least two and a half (2.5) to four (4)
23 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between
24 six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for
25 some shifts worked of ten (10) hours or more.

26 75. Defendants have failed to provide Plaintiff and the Class Members the additional
27 hour of pay required under Labor Code §§ 226.7 and 512 and I.W.C. Wage Order No. 7-2001.
28 Plaintiff is informed and believes and thereon alleges that at times during the applicable limitations

1 period, Defendants maintained and continue to maintain a policy or practice of failing to provide all
2 required rest breaks. Specifically, due to the work demands on Plaintiff and the Class Members
3 and the staffing levels, Defendants regularly failed to authorize and permit compliant paid duty-free
4 rest breaks, as mandated under California law.

5 76. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
6 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
7 owed for missed rest periods at the lawful rate of pay.

8 77. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
9 recover the full amount of their unpaid additional wages for missed rest periods. Pursuant to Labor
10 Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable attorney's
11 fees and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiff and the
12 Class Members are entitled to recover prejudgment interest on the additional pay owed for missed
13 rest periods.

14 **FIFTH CAUSE OF ACTION**

15 **Failure to Provide Accurate Wage Statements**

16 (By Plaintiff and the Wage Statement Subclass Members against all Defendants)

17 78. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

18 79. At all relevant times, Plaintiff and the Wage Statement Subclass Members were
19 employees of Defendants covered by Labor Code § 226.

20 80. Pursuant to Labor Code § 226(a), Plaintiff and the Wage Statement Subclass
21 Members were entitled to receive, semi-monthly or at the time of each payment of wages, an
22 accurate, compliant itemized statement showing gross wages earned; net wages earned; all
23 applicable hourly rates in effect during the pay period; and the corresponding number of hours
24 worked at each hourly rate by the employee.

25 81. Defendants failed to provide Plaintiff and the Wage Statement Subclass Members
26 accurate, compliant itemized wage statements in accordance with Labor Code §§ 226(a) and 226.2.
27 Plaintiff is informed and believes and thereon alleges that at all relevant times since one (1) year
28 preceding the filing of the Complaint in this action (the "Penalty Period"), Defendants maintained a
policy or practice of failing to pay wages for all time actually worked, failing to pay proper

1 premium overtime wages at the lawful rate of pay, failing to accurately record all hours actually
2 worked, failing to pay meal break premium payments, failing to pay rest period premium payments,
3 and failing to itemize the applicable rates of compensation. Defendants' practice resulted and
4 continues to result in the issuance of non-compliant 'wage statements' to Class Members that do
5 not show the correct amount of gross wages earned, the correct amount of net wages earned, the
6 correct number of hours worked, the correct hourly rates of pay in effect for each hour worked, and
7 the correct deductions made thereto for taxing authority purposes.

8 82. Defendants' failure to provide Plaintiff and the Wage Statement Subclass Members
9 with accurate itemized wage statements was knowing and intentional. Defendants had the ability to
10 provide Plaintiff and Wage Statement Subclass Members with accurate wage statements, but
11 intentionally provided 'wage statements' that Defendants knew were not accurate or compliant.

12 83. As a result of Defendants' conduct, Plaintiff and the Wage Statement Subclass
13 Members have suffered injury. The absence of accurate and complete information on their wage
14 statements has prevented timely challenges to Defendants' unlawful pay practices, has and will
15 require discovery and mathematical computations to determine the amount of wages owed and
16 number of hours actually worked, has caused difficulty and expense in attempting to reconstruct
17 time and pay records, and has led to the submission of inaccurate information about wages and
18 deductions to state and federal government agencies.

19 84. Pursuant to Labor Code § 226(e), Plaintiff and the Wage Statement Subclass
20 Members are each entitled to recover fifty dollars (\$50) for the initial pay period during the Penalty
21 Period in which a violation of Labor Code § 226 occurred and one hundred dollars (\$100) for each
22 violation of Labor Code § 226 in a subsequent pay period, not to exceed an aggregate penalty of
23 four thousand dollars (\$4,000) per employee.

24 85. Pursuant to Labor Code § 226(h), Plaintiff and the Wage Statement Subclass
25 Members are entitled to bring an action for injunctive relief to ensure Defendants' compliance with
26 Labor Code § 226(a). Injunctive relief is warranted because Defendants continue to provide
27 currently employed Wage Statement Subclass Members with inaccurate, deficient, non-compliant
28 'wage statements', in violation of Labor Code § 226(a), and currently employed Wage Statement

1 Subclass Members have no adequate legal remedy for the continuing injuries that will be suffered
2 as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available
3 for ensuring Defendants' compliance with Labor Code § 226(a).

4 86. Pursuant to Labor Code §§ 226(e) and 226(h), Plaintiff and the Wage Statement
5 Subclass Members are entitled to recover the full amount of penalties due under Labor Code
6 §226(e), reasonable attorney's fees, and costs of suit.

7 **SIXTH CAUSE OF ACTION**

8 **Failure to Pay All Wages Owed Upon Separation**

(By Plaintiff and the Terminated Subclass Members against all Defendants)

9 87. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

10 88. At all relevant times, Plaintiff and the Terminated Subclass Members were
11 employees of Defendants, covered by Labor Code §§ 201 and/or 202.

12 89. Pursuant to Labor Code §§ 201 and/or 202, Plaintiff and the Terminated Subclass
13 Members were entitled upon termination to timely payment of all wages earned and unpaid prior to
14 termination. Discharged employees were entitled to payment of all wages earned and unpaid prior
15 to discharge immediately upon termination. Employees who resigned were entitled to payment of
16 all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
17 or, if they gave 72 hours' previous notice, they were entitled to payment of all wages earned and
18 unpaid prior to resignation at the time of resignation.

19 90. Defendants failed to pay Plaintiff and the Terminated Subclass Members all wages
20 earned and unpaid prior to termination in accordance with Labor Code §§ 201 or 202. Plaintiff is
21 informed and believes and thereon alleges that during the three (3) year limitations period
22 applicable to this cause of action, Defendants maintained and continue to maintain a policy or
23 practice of failing to pay all minimum, straight-time, and overtime wages at the lawful rate of pay
24 for all work performed, all meal period premium payments, and all rest period premium payments.

25 91. Defendants' failure to pay Plaintiff and the Terminated Subclass Members all wages
26 earned prior to termination in accordance with Labor Code § 201 and/or § 202 was willful.
27 Defendants had the ability to pay all wages earned by employees – including but not limited to
28 minimum, straight-time, and overtime wages, meal period premium wages, and rest period

1 premium wages, but intentionally adopted policies or practices incompatible with the requirements
2 of Labor Code §§ 510, 1194, and 1197, and I.W.C. Wage Order No. 7-2001. Defendants had the
3 ability to pay all wages, meal period premium payments, and rest period premium payments, but
4 intentionally adopted policies or practices incompatible with the requirements of Labor Code §§
5 226.7 and 512, and I.W.C. Wage Order No. 9-2001. When Defendants failed to pay upon
6 termination all wages earned prior to termination, Defendants knew what they were doing and
7 intended to do what they did.

8 92. Pursuant to Labor Code § 201 and/or § 202, Plaintiff and the Terminated Subclass
9 Members are entitled to all wages earned prior to termination that Defendants did not pay them.

10 93. Pursuant to Labor Code § 203, Plaintiff and the Terminated Subclass Members are
11 entitled to penalty wages, from the day their earned and unpaid wages were due upon termination
12 until paid, up to a maximum of 30 days.

13 94. As a result of Defendants' conduct, Plaintiff and the Terminated Subclass Members
14 have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
15 earned prior to termination in violation of Labor Code § 201 and/or § 202.

16 95. As a result of Defendants' conduct, Plaintiff and the Terminated Subclass Members
17 have suffered damages in an amount, subject to proof, to the extent they were not paid all penalty
18 wages owed to them in violation of Labor Code § 203.

19 96. Pursuant to Labor Code §§ 218 and 218.5, Plaintiff and the Terminated Subclass
20 Members are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, and
21 reasonable attorney's fees and costs of suit. Plaintiff and the Terminated Subclass Members are
22 entitled to recover pre-judgment interest on all due and unpaid wages and penalty wages under
23 Labor Code § 218.6 and/or Civil Code § 3287(a).

24 **SEVENTH CAUSE OF ACTION**
25 **Violation of the Unfair Competition Law ("UCL")**
26 **[Cal. Bus. & Prof. Code § 17200, *et seq.*]**
27 **(By Plaintiff and the Class Members against all Defendants)**

28 97. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

29 98. Plaintiff brings this claim on behalf of herself and all others similarly situated in his
30 representative capacity against Defendants and Does 1 through 100, for their unlawful business acts

1 and/or practices pursuant to California Business & Professions Code § 17200, *et seq.* (the “UCL”),
2 which prohibits all unlawful business acts and/or practices.

3 99. Defendants are each a “person,” as that term is defined under Cal. Bus. and Prof.
4 Code § 17021.

5 100. The UCL defines unfair competition as any unlawful, unfair, or fraudulent business
6 act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with
7 respect to unfair competition as follows:

8 Any person who engages, has engaged, or proposes to engage in
9 unfair competition may be enjoined in any court of competent
10 jurisdiction. The court may make such orders or judgments,
11 including the appointment of a receiver, as may be necessary to
12 prevent the use or employment by any person of any practice which
constitutes unfair competition, as defined in this chapter, or as may
be necessary to restore to any person in interest any money or
property, real or personal, which may have been acquired by means
of such unfair competition.

13 Cal. Bus. & Prof. Code § 17203.

14 101. By the conduct alleged herein, Defendants have engaged and continue to engage in
15 business practices that violate California law, including but not limited to, I.W.C. Wage Order No.
16 7, the California Code of Regulations and the California Labor Code including §§ 201-204, 226,
17 226.7, 510, 512, 558, 1194, 1197, and 1198, and for which this Court should issue declaratory and
18 other equitable relief, pursuant to Cal. Bus. & Prof. Code §17203, as may be necessary to prevent
19 and remedy the conduct held to constitute unfair competition, including restitution of wages and
20 premium pay wrongfully withheld.

21 102. By the conduct alleged herein, Defendants’ practices were unlawful and unfair in
22 that these practices violated public policy, were immoral, unethical, oppressive, unscrupulous or
23 substantially injurious to employees, and were without valid justification or utility for which this
24 Court should issue equitable and injunctive relief, pursuant to Cal. Bus. & Prof. Code § 17203, as
25 may be necessary to prevent and remedy the conduct held to constitute unfair competition,
26 including restitution of wages and premium pay wrongfully withheld.

27 103. By the conduct alleged herein, Defendants’ practices were deceptive and fraudulent
28 in that Defendants’ uniform policy and practice willfully failed to pay Plaintiff and the Class

1 Members for all minimum, straight-time, and overtime wages at the lawful rate of pay, failed to
2 provide lawful, compliant, uninterrupted, timely, duty-free first and second meal periods, duty-free
3 rest periods, failed to pay wages earned each and every pay period, failed accurately to record all
4 time worked and the applicable rate(s) of pay for all time actually worked, failed to maintain
5 accurate time records, and failed to pay all wages owed upon separation from employment,
6 pursuant to the applicable Labor Code, and I.W.C. Wage Order No. 7-2001 in violation of Cal.
7 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief,
8 pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages and premium pay
9 wrongfully withheld.

10 104. By the conduct alleged herein, Defendants' practices were also unlawful, unfair, and
11 deceptive, in that Defendants' employment practices caused Plaintiff and the Class Members to be
12 underpaid during their employment with Defendants and that such underpayment was concealed.

13 105. By the conduct alleged herein, Defendants' practices were also unfair and deceptive
14 in that Defendants' uniform policies, practices and procedures failed to provide lawful first and
15 second meal periods and first, second and third rest periods to Plaintiff and the Class Members.

16 106. By and through the unlawful and unfair business practices described herein,
17 Defendants have obtained valuable property, money and services from Plaintiff and the Class
18 Members, including earned wages for all time actually worked, meal period premium wages, rest
19 period premium wages, and has deprived them of valuable rights and benefits guaranteed by law
20 and contract, all to the detriment of these employees and to the benefit of Defendants, so as to
21 allow Defendants to unfairly compete against competitors who comply with the law.

22 107. All of the acts described herein as violations of, among other things, the I.W.C.
23 Wage Orders, the California Code of Regulations, and the California Labor Code, were unlawful
24 and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were
25 deceptive, and thereby constitute unlawful, unfair, and/or deceptive business practices, in violation
26 of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

27 108. Plaintiff and the Class Members are entitled to, and do, seek such relief as may be
28 necessary to restore to them the money and property which Defendants have acquired, or of which

1 Plaintiff and the Class Members have been deprived, by means of the above described unlawful
2 and unfair business practices, including earned but unpaid wages for all time worked.

3 109. Plaintiff and the Class Members are further entitled to, and do, seek a declaration
4 that the described business practices are unlawful, unfair and deceptive, and that injunctive relief
5 should be issued restraining Defendants from engaging in any unlawful and unfair business
6 practices in the future.

7 110. Plaintiff and the Class Members have no plain, speedy and/or adequate remedy at
8 law that will end the unlawful and unfair business practices of Defendants. Further, the practices
9 herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business
10 practices described herein, Plaintiff and the Class Members have suffered and will continue to
11 suffer irreparable legal and economic harm unless Defendants are restrained from continuing to
12 engage in these unlawful and unfair business practices.

13 111. Wherefore, Plaintiff and the other Class Members are entitled to equitable relief,
14 including restitution, attorney's fees and costs, declaratory relief, and a permanent injunction
15 enjoining Defendants from their unlawful and/or unfair activity.

16 **EIGHTH CAUSE OF ACTION**
Violation of the Private Attorneys General Act
[Cal. Bus. & Prof. Code §§ 2698, *et seq.*]

17 (By Plaintiff on behalf of all aggrieved employees against all Defendants)

18 112. Plaintiff and all aggrieved employees of all Defendants incorporate all the preceding
19 paragraphs as though fully set forth herein.

20 113. PAGA is a mechanism by which the State of California itself can enforce state labor
21 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
22 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
23 a law enforcement action designed to protect the public and not to benefit private parties. The
24 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
25 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
26 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
27 private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch.
28 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

1 114. Plaintiff brings this Representative Action on behalf of the State of California with
2 respect to herself and all other non-exempt hourly employees working in the State of California
3 since May 8, 2022, and who are Class Members (the “Aggrieved Employees”).

4 115. On May 8, 2023, Counsel for Plaintiff on behalf of Swain gave written notice by
5 online filing to the LWDA and the employer via U.S. Certified Mail, Return-Receipt of the specific
6 code provisions alleged to have been violated as required by Labor Code § 2699.3. (See **Exhibit 1**).
7 The statutory waiting period to commence this action has expired. As a result, pursuant to §
8 2699.3, Plaintiff may now commence a representative civil action under PAGA pursuant to § 2699
9 as the proxy of the State of California with respect to all Aggrieved Employees as herein defined.

10 116. The policies, acts, and practices heretofore described were and are an unlawful
11 business act or practice because of Defendants failure to pay all owed minimum wages, straight-
12 time wages and overtime wages at the lawful rate of pay for all work actually performed, failure to
13 provide lawful meal breaks, failure to provide lawful duty-free rest periods, failure to pay all wages
14 owed every pay period, failure to provide accurate itemized wage statements, and failure to provide
15 all wages owed upon separation of employment and thereby gives rise to statutory penalties as a
16 result of such conduct. Plaintiff hereby seeks recovery of civil penalties as prescribed by PAGA as
17 the representatives of the State of California for the illegal conduct perpetrated on Plaintiff and the
18 other Aggrieved Employees, against whom one or more of the violations of the California Labor
19 Code was committed.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, on behalf of herself and all others similarly situated, Plaintiff prays for
22 judgment against Defendants as follows:

- 23 A. An order certifying this case as a class action;
- 24 B. An order appointing Plaintiff as representative for the Class;
- 25 C. An order appointing Plaintiff’s counsel as counsel for the Class;
- 26 D. Damages for unpaid straight-time and overtime wages;
- 27 E. Liquidated damages in an amount equal to the wages unlawfully unpaid;

28 ///

- 1 F. Damages for unpaid premium pay owed for missed meal periods pursuant to Labor
2 Code § 226.7;
- 3 G. Damages for unpaid premium pay owed for missed rest periods pursuant to Labor
4 Code § 226.7;
- 5 H. Civil Penalties under Labor Code § 226(e);
- 6 I. Damages for unpaid final wages under Labor Code § 201 or § 202;
- 7 J. Damages for penalty wages under Labor Code § 203;
- 8 K. Restitution for unpaid wages under Business and Professions Code § 17203;
- 9 L. Injunctive relief under Labor Code § 226(h) and Business and Professions Code
10 § 17200, *et seq.*, requiring that Defendants provide compliant, itemized wage
11 statements consistent with Labor Code §226(a) and cease and desist from their
12 other unlawful and/or unfair employment practices;
- 13 M. Recovery of civil penalties as prescribed by PAGA;
- 14 N. An award of penalties, attorneys' fees, and costs of suit pursuant to Labor Code §
15 2699(g);
- 16 O. Prejudgment interest at the maximum legal rate;
- 17 P. Reasonable attorneys' fees;
- 18 Q. Costs of suit; and,
- 19 R. Such other relief as the Court may deem just and proper.

20 Dated: July 18, 2023

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

22 By:


Alexander I. Dychter
Attorneys for Plaintiff Swain

24 **DEMAND FOR JURY TRIAL**

25 Plaintiff demands a trial by jury for herself and the Class on all claims so triable.

26 Dated: July 18, 2023

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

28 By:

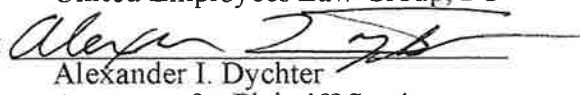

Alexander I. Dychter
Attorneys for Plaintiff Swain

EXHIBIT 1



**DYCHTER
LAW OFFICES**
A PROFESSIONAL CORPORATION

180 BROADWAY, SUITE 1835, SAN DIEGO, CALIFORNIA 92101
TEL 619.487.0777 | FAX 619.330.1827

May 8, 2023

VIA ONLINE PORTAL FILING ONLY

California Labor & Workforce Development Agency ("LWDA")

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0001 1935 8033]

Maruti WVRVL INC
c/o: Jagdeep Singh Randhawa
723 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0001 1935 8040]

Maruti East Ave Inc.
c/o: Jagdeep Singh
9695 Twin Creek Lane
Redding, CA 96003

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2486]

Maruti Filling Station Inc
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2158]

Maruti Gas Plus Inc
c/o: Jagdeep Randhawa
9695 Twin Creek Lane
Redding, CA 96003

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2165]

Maruti Magalia Inc
c/o: Jagdeep Singh
9695 Twin Creek Lane
Redding, CA 96003

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2172]

Maruti Oroville Inc
c/o: Jagdeep Singh Randhawa
9695 Twin Creek Lane
Redding, CA 96003

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2189]

Maruti Park Ave Inc
c/o: Jagdeep Singh
9695 Twin Creek Lane
Redding, CA 96003

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2196]

Maruti Placerville Inc
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2202]

Maruti Placer Oil Corp
c/o: Daljit K. Randhawa
723 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2226]

Maruti Red Bluff Inc
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2240]

Maruti Shingle Town Inc
c/o: Prabhjot S. Randhawa
723 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2509]

Maruti Anderson LLC
c/o: Prabhjot Singh Randhawa
2142 North St.
Anderson, CA 96007

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2257]

Maruti Churn Creek LLC
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2219]

Maruti Quincy Inc
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2233]

Maruti Shasta Lake LLC
c/o: Jag Randhawa
5150 Churn Creek Rd.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2493]

Maruti Susanville Corp
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2141]

Maruti Cascade LLC
c/o: Jag Randhawa
723 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0000 5541 2264]

Maruti Cottonwood LLC
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0001 1935 8088]

Maruti Cruz Thru LLC
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0001 1935 8101]

Maruti Susanville LLC
c/o: Jagdeep Singh Randhawa
643 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0001 1935 8125]

Maruti I-5 Cottonwood LLC
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0001 1935 8149]

Jagdeep Singh Randhawa
9695 Twin Creek Lane
Redding, CA 96003

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0001 1935 8095]

Maruti Hartnell LLC
c/o: Jag Randhawa
5150 Churn Creek Rd.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0001 1935 8118]

Maruti Westwood LLC
c/o: Jag Randhawa
5150 Churn Creek Rd.
Redding, CA 96002

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0001 1935 8132]

Maruti 4TH ST Cottonwood LLC
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr.
Redding, CA 96002

**Re: Notice of Violation of California Labor Code Sections 201-204, 221, 226, 226.7,
510, 512, 558, 1194, 1197, 2802; Industrial Welfare Commission Wage Order(s), And
Pursuant to California Labor Code Section 2699.5**

Dear Sir/Madam,

Our office represents Plaintiff Stephanie Swain (the "Plaintiff") and other aggrieved employees in a pending class action lawsuit against MARUTI WVRVL OIL INC; MARUTI EAST AVE INC; MARUTI FILLING STATION INC; MARUTI GAS PLUS INC; MARUTI MAGALIA INC;

MARUTI OROVILLE INC; MARUTI PARK AVE INC; MARUTI PLACERVILLE INC; MARUTI PLACER OIL CORP; MARUTI QUINCY INC; MARUTI RED BLUFF INC; MARUTI SHASTA LAKE LLC; MARUTI SHINGLE TOWN INC; MARUTI SUSANVILLE CORP; MARUTI ANDERSON LLC; MARUTI CASCADE LLC; MARUTI CHURN CREEK LLC; MARUTI COTTONWOOD LLC; MARUTI CRUZ THRU LLC; MARUTI HARTNELL LLC; MARUTI SUSANVILLE LLC; MARUTI WESTWOOD LLC; MARUTI I-5 COTTONWOOD LLC; MARUTI 4TH ST COTTONWOOD LLC; JAGDEEP SINGH RANDHAWA (collectively hereinafter the "Defendants"). Plaintiff and other employees were employed as non-exempt hourly employees in the State of California, working at gas stations and/or convenience stores owned and/or operated by Defendants in the State of California. Defendants have failed to pay all owed minimum wages, straight-time wages and overtime wages at the lawful regular rate of pay for all work performed, failed to provide compliant duty-free meal periods, failed to authorize and permit rest periods, failed to pay all wages owed each and every pay period, failed to provide accurate, compliant, itemized wage statements, failed to pay all wages owed upon separation of employment, all in violation of the California Labor Code, and are therefore actionable under California Labor Code Section 2699.3.

A true and correct copy of the Complaint filed by Plaintiff on May 8, 2023 in the Superior Court of California – County of Shasta (Case No. 202166) is attached hereto as **Exhibit 1**, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (v) sets forth the illegal practices used by Defendants. This information provides notice to the Labor and Workforce Development Agency ("LWDA") of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint (**Exhibit 1**) into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask. Attachment of **Exhibit 1** herein is **NOT** meant to act as "service" of the Complaint on Defendants.

This Notice Letter is provided to enable the Plaintiff to proceed with the Complaint filed in the Superior Court of California – County of Shasta on May 8, 2023, against Defendants as authorized by California Labor Code Section 2699, *et seq.* The pending class action lawsuit consists of a class of other aggrieved employees who worked for Defendants in the State of California. As class counsel, our intention is to vigorously prosecute the class-wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorneys General Statute of 2004 on behalf of Plaintiff and all aggrieved Class Members.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully Submitted,

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC



Alexander I. Dychter, Esq.
Attorneys for Plaintiff Stephanie Swain

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: [Alexander Dychter](#)
Subject: Thank you for submission of your PAGA Case.
Date: Monday, May 8, 2023 5:29:42 PM

5/8/2023

LWDA Case No. LWDA-CM-953618-23
Law Firm : Dychter Law Offices, APC
Plaintiff Name : Stephanie Swain
Employer: Maruti WVRVL INC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: [Alexander Dychter](#)
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Monday, May 8, 2023 5:31:43 PM

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-953618-23

Order Number: ORD-000220183

Total:\$75.00

Card Type: Visa

Date: 5/8/2023

Billing Information

Name: Alexander Dychter

Email: alex@dychterlaw.com

Billing Address:

180 Broadway, Ste. 1835

San Diego, California

92101

7012 2920 0001 1935 8033

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Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
MARUTI WURVL INC C/O JAGDEEP SINGH RAJDHAN
Street, Apt. No., or PO Box No. 723 WOODBARK DR
City, State, ZIP+4 Redding, CA 96002
PS Form 3800, August 2006 See Reverse for Instructions

7012 2920 0000 5541 2158

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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
MARUTI GOS PLUS INC C/O JAGDEEP RAJDHAN
Street, Apt. No., or PO Box No. 9695 TWIN CREEK LANE
City, State, ZIP+4 Redding, CA 96003
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7012 2920 0001 1935 8040

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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
MARUTI EAST AVE INC C/O JAGDEEP SINGH
Street, Apt. No., or PO Box No. 9695 TWIN CREEK LANE
City, State, ZIP+4 Redding, CA 96003
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Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
MARUTI MAGALIA INC C/O JAGDEEP SINGH
Street, Apt. No., or PO Box No. 9695 TWIN CREEK LANE
City, State, ZIP+4 Redding, CA 96003
PS Form 3800, August 2006 See Reverse for Instructions

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Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
MARUTI FILLING STATION INC C/O SINGH RAJDHAN
Street, Apt. No., or PO Box No. 723 WOODBARK DR
City, State, ZIP+4 Redding, CA 96002
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Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
MARUTI OKOVILLE INC C/O JAGDEEP SINGH RAJDHAN
Street, Apt. No., or PO Box No. 9695 TWIN CREEK LANE
City, State, ZIP+4 Redding, CA 96003
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Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$	Postmark Here
Sent To MARUTI PARK AVE INC c/o JAGDEEP SINGH Street, Apt. No., or PO Box No. 9695 twin creek lane City, State, ZIP+4 Redding, CA 96003	
PS Form 3800, August 2006 See Reverse for Instructions	

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Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$	Postmark Here
Sent To MARUTI QUINCY INC c/o PRADIP SINGH RANDEHWA Street, Apt. No., or PO Box No. 723 WOODACRE DR. City, State, ZIP+4 Redding, CA 96002	
PS Form 3800, August 2006 See Reverse for Instructions	

7012 2920 0000 5541 2196

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Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$	Postmark Here
Sent To MARUTI PLACERVILLE INC c/o PRADIP SINGH RANDEHWA Street, Apt. No., or PO Box No. 723 WOODACRE DR. City, State, ZIP+4 Redding, CA 96002	
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Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$	Postmark Here
Sent To MARUTI RED BLUFF INC c/o PRADIP SINGH RANDEHWA Street, Apt. No., or PO Box No. 723 WOODACRE DR. City, State, ZIP+4 Redding, CA 96002	
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Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$	Postmark Here
Sent To MARUTI PLACER OIL CORP c/o DALIT K. RANDEHWA Street, Apt. No., or PO Box No. 723 WOODACRE DR. City, State, ZIP+4 Redding, CA 96002	
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Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$	Postmark Here
Sent To MARUTI SHADON LAKE LLC c/o JAG RANDEHWA Street, Apt. No., or PO Box No. 5150 CHURN CREEK RD. City, State, ZIP+4 Redding, CA 96002	
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Sent To
 MARUTI SHIMUL TOWN INC C/O
 Street, Apt. No., or PO Box No. 723 WOODACRE DR.
 City, State, ZIP+4 READING, CA 96002

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Total Postage & Fees	\$	

Sent To
 MARUTI CASCADE LLC C/O
 Street, Apt. No., or PO Box No. 723 WOODACRE DR.
 City, State, ZIP+4 READING, CA 96002

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Total Postage & Fees	\$	

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 MARUTI SUSANVILLE CORP C/O
 Street, Apt. No., or PO Box No. 723 WOODACRE DR.
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Total Postage & Fees	\$	

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 MARUTI CHURN CRACK LLC C/O
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 MARUTI ANDERSON LLC C/O
 Street, Apt. No., or PO Box No. 2142 NORTH ST.
 City, State, ZIP+4 ANDERSON, CA 96007

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Return Receipt Fee (Endorsement Required)		
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Total Postage & Fees	\$	

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 MARUTI COTTONWOOD LLC C/O
 Street, Apt. No., or PO Box No. 723 WOODACRE DR.
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Total Postage & Fees	\$

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Sent To
MARUTI CRUZ THRU LLC ^{c/o} PRADIST SINGH HAWA
Street, Apt. No.;
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Sent To
MARUTI WESTWOOD LLC ^{c/o} JAG RANGHAWA
Street, Apt. No.;
or PO Box No. 5150 CHURN CRICK RD.
City, State, ZIP+4
Redding, CA 96002

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Total Postage & Fees	\$

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Sent To
MARUTI HARTNELL LLC ^{c/o} JAG RANGHAWA
Street, Apt. No.;
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City, State, ZIP+4
Redding, CA 96002

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To
MARUTI I-5 COTTONWOOD LLC ^{c/o} PRADIST SINGH HAWA
Street, Apt. No.;
or PO Box No. 723 WOODACRE DR.
City, State, ZIP+4
Redding, CA 96002

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Certified Fee	
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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To
MARUTI SUSANVILLE LLC ^{c/o} JAGDEEP SINGH HAWA
Street, Apt. No.;
or PO Box No. 643 WOODACRE DR.
City, State, ZIP+4
Redding, CA 96002

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To
MARUTI 4TH ST COTTONWOOD LLC ^{c/o} PRADIST SINGH HAWA
Street, Apt. No.;
or PO Box No. 723 WOODACRE DR.
City, State, ZIP+4
Redding, CA 96002

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Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To	
JAGDEEP SINGH RANDHAWA	
Street, Apt. No., or PO Box No. 9695 Twin Creek Lane	
City, State, ZIP+4 Redding, CA 96003	
PS Form 3800, August 2006	See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti WVRVL INC
c/o Jagdeep Singh Randhawa
723 Woodacre Dr
Redding, CA 96002-3532



9590 9402 8085 2349 8986 95

2. Article Number (Transfer from service label)

7012 2920 0001 1935 8033

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti East Ave Inc.
c/o: Jagdeep Singh
9695 Twin Creek Ln
Redding, CA 96003-8061



9590 9402 8085 2349 8986 88

2. Article Number (Transfer from service label)

7012 2920 0001 1935 8040

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Filling Station Inc
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr
Redding, CA 96002-3532



9590 9402 5497 9249 8745 38

2. Article Number (Transfer from service label)

7012 2920 0000 5541 2486

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Gas Plus Inc
c/o: Jagdeep Randhawa
9695 Twin Creek Ln
Redding, CA 96003-8061



9590 9402 5497 9249 8745 21

2. Article Number (Transfer from service label)

7012 2920 0000 5541 2158

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Jagdeep Singh

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Magalia Inc
c/o: Jagdeep Singh
9695 Twin Creek Ln
Redding, CA 96003-8061



9590 9402 5497 9249 8745 14

2. Article Number (Transfer from service label)

7012 2920 0000 5541 2165

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Jagdeep Singh

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Oroville Inc
c/o: Jagdeep Singh Randhawa
9695 Twin Creek Ln
Redding, CA 96003-8061



9590 9402 8085 2349 8986 33

2. Article Number (Transfer from service label)

7012 2920 0000 5541 2172

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Jagdeep Singh

C. Date of Delivery

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

3. Service Type

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Park Ave Inc
c/o: Jagdeep Singh
9695 Twin Creek Ln
Redding, CA 96003-8061



9590 9402 8085 2349 8987 32

2. Article Number (Transfer from service label)

7012 2920 0000 5541 2189

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Placerville Inc
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr
Redding, CA 96002-3532



9590 9402 8085 2349 8987 25

2. Article Number (Transfer from service label)

2920 0000 5541 2196

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Placer Oil Corp
c/o: Daljit K. Randhawa
723 Woodacre Dr
Redding, CA 96002-3532



9590 9402 8085 2349 8987 01

2. Article Number (Transfer from service label)

7012 2920 0000 5541 2202

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Quincy Inc
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr
Redding, CA 96002-3532



9590 9402 8085 2349 8992 03

2. Article Number (Transfer from service label)

7012 2920 0000 5541 2219

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Red Bluff Inc
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr.
Redding, CA 96002



9590 9402 8085 2349 8992 10

2. Article Number (Transfer from service label)

7012 2920 0000 5541 2226

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Shasta Lake LLC
c/o: Jag Randhawa
5150 Churn Creek Rd
Redding, CA 96002-3916



9590 9402 8085 2349 8992 27

2. Article Number (Transfer from service label)

7012 2920 0000 5541 2233

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

5-12-23

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Maruti Shingle Town Inc
c/o: Prabhjot S. Randhawa
723 Woodacre Dr
Redding, CA 96002-3532



9590 9402 8085 2349 8985 58

Article Number (Transfer from service label)

112 2920 0000 5541 2240

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted

Delivery

☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Maruti Susanville Corp
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr
Redding, CA 96002-3532



9590 9402 8085 2349 8985 65

Article Number (Transfer from service label)

112 2920 0000 5541 2493

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted

Delivery

☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Maruti Anderson LLC
c/o: Prabhjot Singh Randhawa
2142 North St
Anderson, CA 96007-3447



9590 9402 8085 2349 8985 72

2. Article Number (Transfer from service label)

7012 2920 0000 5541 2509

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted

Delivery

☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Cascade LLC
c/o: Jag Randhawa
723 Woodacre Dr
Redding, CA 96002-3532



9590 9402 8085 2349 8985 89

Article Number (Transfer from service label)

7012 2920 0000 5541 2141

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Churn Creek LLC
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr
Redding, CA 96002-3532



9590 9402 8085 2349 8985 96

2. Article Number (Transfer from service label)

7012 2920 0000 5541 2257

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti I-5 Cottonwood LLC
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr
Redding, CA 96002-3532



9590 9402 8085 2349 8986 64

2. Article Number (Transfer from service label)

7012 2920 0001 1935 8125

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Cruz Thru LLC
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr
Redding, CA 96002-3532



9590 9402 8085 2349 8986 19

2. Article Number (Transfer from service label)

7012 2920 0001 1935 8088

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Hartnell LLC
c/o: Jag Randhawa
5150 Churn Creek Rd
Redding, CA 96002-3916



9590 9402 8085 2349 8986 40

2. Article Number (Transfer from service label)

7012 2920 0001 1935 8095

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

5-12-23

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Westwood LLC
c/o: Jag Randhawa
5150 Churn Creek Rd
Redding, CA 96002-3916



9590 9402 8085 2349 8986 57

2. Article Number (Transfer from service label)

7012 2920 0001 1935 8118

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

5-12-23

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti Cottonwood LLC
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr
Redding, CA 96002-3532



9590 9402 8085 2349 8986 02

2. Article Number (Transfer from service label)

7012 2920 0000 5541 2264

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Maruti 4TH ST Cottonwood LLC
c/o: Prabhjot Singh Randhawa
723 Woodacre Dr
Redding, CA 96002-3532



9590 9402 8085 2349 8986 71

2. Article Number (Transfer from service label)

7012 2920 0001 1935 8132

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Jagdeep Singh Randhawa
9695 Twin Creek Ln
Redding, CA 96003-8061



9590 9402 8085 2349 8987 18

2. Article Number (Transfer from service label)

7012 2920 0001 1935 8149

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt