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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MERCED – UNLIMITED JURISDICTION

VERONICA VALENCIA,

Plaintiff,

vs.

MG SANTOS, INC.; and DOES 1-10,
inclusive,

Defendants.

Case No.: 23CV-02616

FIRST AMENDED COMPLAINT FOR
DAMAGES FOR

1. RETALIATION IN VIOLATION OF GOVERNMENT CODE § 12945.2(k) and 12940(m)(2)
2. VIOLATION OF CALIFORNIA GOVERNMENT CODE § 12940 (Disability Discrimination)
3. FAILURE TO PREVENT DISCRIMINATION OR RETALIATION IN VIOLATION OF GOVERNMENT CODE § 12940(k)
4. FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF GOVERNMENT CODE § 12940(m)
5. FAILURE TO ENGAGE IN GOOD FAITH INTERACTIVE PROCESS IN VIOLATION OF GOVERNMENT CODE § 12940(n)
6. FAILURE TO PRODUCE RECORDS IN VIOLATION OF LABOR CODE §§ 1198.5 & 226(b)
7. FAILURE TO PAY ALL OVERTIME WAGES IN VIOLATION LABOR CODE §§ 510 & 1198
8. FAILURE TO FURNISH COMPLIANT MEAL BREAKS IN VIOLATION OF LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS

- 9. **FAILURE TO FURNISH COMPLIANT REST BREAKS IN VIOLATION OF LABOR CODE § 226.7 AND IWC WAGE ORDERS**
- 10. **FAILURE TO PAY ALL WAGES DUE AT THE CESSATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE §§ 201, *ET SEQ.***
- 11. **FAILURE TO ISSUE ACCURATE ITEMIZED WAGE STATEMENTS IN VIOLATION OF LABOR CODE § 226(a)**
- 12. **FOR RECOVERY OF UNPAID WAGES PURSUANT TO LABOR CODE § 218**
- 13. **VIOLATION OF LABOR CODE § 2698 *et seq.* THE PRIVATE ATTORNEYS GENERAL ACT (PAGA)**

Plaintiff Veronica Valencia (“Plaintiff” or “Valencia”) brings this action against Defendant MG Santos, Inc. (“MG Santos”); and Does 1 through 10, for general, compensatory, penalties, interest, injunctive relief, punitive damages, costs and attorneys’ fees, resulting from Defendant’s unlawful and tortious conduct, including under the Private Attorneys General Act, and as grounds therefore alleges:

PARTIES

- 1. Plaintiff, Veronica Valencia, was at all times relevant herein, employed by Defendant, MG Santos, Inc., in Gustine, California.
- 2. Defendant, MG Santos, is business of unknown corporate form that does business within California, and is an “employer” as defined by Government Code sections 12926(d) and 12940(a). Defendant is also an employer as that term is applied under the Labor Code and Wage Order 4-2001.
- 3. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 10, whether individual, corporate, associate, or otherwise, and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein

1 alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such
2 Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of
3 said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

4 4. Plaintiff is informed and believes and thereupon alleges that at all times mentioned
5 herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant,
6 employee, partner and/or joint venturer of and was acting in concert with each of the remaining
7 Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times
8 acting within the course and scope of such agency, service, employment partnership, joint venture
9 and/or concert of action. Plaintiff is further informed and believes, and on that basis alleges, that
10 each Defendant, in doing the acts alleged herein, was acting both individually and within the course
11 and scope of such agency and/or employment, with the knowledge and/or consent of the remaining
12 Defendants. Plaintiff is further informed and believes, and on that basis alleges, that to the extent
13 that any Defendant was unaware of conduct by another Defendant, said Defendant ratified the
14 conduct of the other Defendant.

15 5. Defendant MG Santos and Defendant DOES 1-10 are hereafter collectively referred
16 to as "Defendants."

17 6. Venue is proper in this court pursuant to Government Code § 12965(b) because the
18 unlawful acts alleged herein took place in Merced County, and Plaintiff's place of employment with
19 Defendants was located in Merced County. Plaintiff hereby demands a jury trial as to all claims that
20 are legally subject to trial before a jury.

21 **GENERAL ALLEGATIONS**

22 7. MG Santos owns and operates gas stations/convenience stores and an RV Center in
23 the State of California, including in the County of Merced. MG Santos owns and operates a Sinclair
24 Gas Station ("Sinclair") and a Chevron Gas Station ("Chevron") in Gustine, California. Chevron and
25 Sinclair are located across the street from one another on Sullivan Road.

26 8. MG Santos hired Valencia in June of 2021. She worked as a cashier/general laborer
27 for MG Santos at its Sinclair station.

28 9. At all times, Valencia successfully performed her duties successfully for MG Santos.

1 10. During her employment with MG Santos, Valencia injured her knee and was required
2 to go out on medical leave in or about November of 2022. This was a serious medical issue that
3 qualified as a disability under the FEHA because it affected a major life activity, namely, work. As
4 of that time, she was eligible for protected leave under the California Family Rights Act (“CFRA”).
5 Plaintiff’s leave request was certified by her medical care provider and was approved by MG Santos,
6 which by so doing was also certifying Valencia’s right to reinstatement in the same or similar
7 position.

8 11. When Valencia contacted MG Santos to indicate she was ready to return to work from
9 medical leave in 2023, MG Santos told her that her position was no longer available. In fact, the
10 employee who was covering the shift Valencia had worked before medical leave, was simply
11 transferred from Chevron to Sinclair.

12 12. After so informing Plaintiff, MG Santos contacted Plaintiff a few days later to inform
13 her that someone had recently quit at Chevron, and asked if she wanted to work at the Chevron station.
14 Plaintiff Valencia accepted.

15 13. When Valencia started at Chevron, she learned that it was a physically more strenuous
16 than the Sinclair job because of higher customer volume, and greater demands for stocking shelves.
17 At the time, Valencia was still undergoing physical therapy as follow up to her knee surgery.

18 14. Valencia noticed that her knee was swelling up due to the working conditions at
19 Chevron. When Valencia told her manager that the duties at Chevron were too much for her knee,
20 that it was swelling, and that she wanted to return to Sinclair, she was told the Sinclair job was taken
21 and that the two filling stations were “the same God damn work.” Consequently, MG Santos refused
22 to accommodate Valencia’s request. Of course, if Defendants believed it was the “same God damn
23 work,” it would have been seamless for them to transfer Plaintiff from Chevron back to Sinclair.
24 Because Valencia was forced to put her health in jeopardy and MG Santos was unwilling to
25 accommodate her request to return to Sinclair, she reasonably gave notice.

26 15. On July 26, 2023, Valencia complained to the California Civil Rights Department
27 (“CRD”) and received a right to sue letter. As such, Valencia has exhausted the administrative
28 requirements for bringing action under the Fair Employment and Housing Act (“FEHA”). The

1 complaint and right to sue letter issued by the CRD are attached as **Exhibit 1** and incorporated by
2 this reference. That same day, Valencia served MG Santos with said complaint and right to sue letter.

3 16. As a cashier/general laborer, Valencia's employment fell within the scope of Industrial
4 Welfare Commission Wage Order 4-2001. While Valencia was working for MG Santos, she was
5 forced to endure several employment practices that were in violation of Wage Order 4-2001, and the
6 Labor Code.

7 17. Valencia was not afforded compliant rest or meal breaks. To the extent she was able
8 to take meal or rest breaks, she remained on-call, subject to interruption from customers and demands
9 of the job. MG Santos also failed to provide breaks that were compliant with accrual, timing,
10 duration, and suitability requirements set forth in Wage Order 4-2001. Nevertheless, MG Santos
11 did not pay Valencia premium wages for non-compliant meal and/or rest breaks.

12 18. MG Santos also failed to calculate and pay overtime wages as required by law.
13 Valencia would regularly work more than 8 hours per day and/or 40 hours per week without being
14 paid overtime for all of the hours that exceeded those thresholds. By way of example, for the pay
15 period for October 17 through October 31, 2022, there were 11 working days in the pay period.
16 Plaintiff worked 97.6 hours, of which, MG Santos only paid 1.6 hours of overtime. **Exhibit 2.**
17 Because there were only 11 work days, MG Santos owed 9.6 hours of overtime to Valencia.

18 19. Because MG Santos failed to pay Valencia all overtime hours, and meal and rest
19 premiums, it failed to pay Valencia all wages due and payable to her at the end of the employment
20 relationship.

21 20. Because of the Labor Code violations set forth above, MG Santos failed to furnish
22 compliant wage statements in that they misstated the gross wages earned, total hours worked, net
23 wages earned, applicable hourly rates for the hours worked, in violation of Labor Code section
24 226(a)(1), (a)(2), (a)(5) and (a)(9).

25 21. MG Santos also failed and refused to provide wage statements and employment
26 records when Valencia requested them by way of letter dated May 8, 2023. **Exhibit 3.** Instead, MG
27 Santos falsely claimed that it was not required to provide copies unless Valencia promised to pay for
28 the same. It then claimed that Plaintiff Valencia had not specified whether she wished to inspect the

1 records or receive copies. When Plaintiff requested an inspection, Defendant ignored the request and
2 did not respond, further evidencing that it never intended to comply with its legal obligations.

3 22. WHEREFORE, Plaintiff prays for relief as set forth below.

4 **FIRST CAUSE OF ACTION**
5 **VIOLATION OF GOVERNMENT CODE §§ 12945.2(k) and 12940(m)(2)**
6 **(Retaliation)**
7 **Against All Defendants**

8 23. Plaintiff hereby realleges and incorporates by reference each and every allegation set
9 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
10 allegations of this cause of action.

11 24. The California Family Rights Act ("CFRA"), as part of the FEHA at Government
12 Code §12945.2(k), makes it an unlawful act for an employer to retaliate against an employee for
13 taking protected leave. The FEHA, at Government Code §12940(m)(2), separately makes it unlawful
14 to retaliate against an employee who seeks a reasonable accommodation, whether or not the request
15 is granted.

16 25. Nevertheless, as set forth above, Defendants advised Plaintiff that her job was taken
17 when she came back from leave. It then offered Plaintiff a more demanding job, and refused her
18 request for a reasonable accommodation to be returned to work at Sinclair, even though it claimed
19 the work "was the same." It refused to do so in order to force Plaintiff to work in pain, with risk to
20 her health as she was recovering from a serious medical condition. It took these actions with the hope
21 and expectation that she would quit and in retaliation for her being off on leave, and because she
22 requested a reasonable accommodation.

23 26. As a result of the conduct of Defendants, Plaintiff has been directly and legally caused
24 to sustain compensatory economic damages, past and future; lost earnings and benefits, past and
25 future; and lost earning capacity; all in an amount to be determined according to proof at trial,
26 including interest thereon.

27 27. As a result of the conduct of Defendants, and each of them, Plaintiff has been directly
28 and legally caused to suffer nonpecuniary losses, including damages for emotional and mental
distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety

1 and other like losses. The exact nature, duration, and extent of said emotional injuries, which are
2 ongoing, is presently unknown to Plaintiff.

3 28. In engaging in this unlawful conduct, Defendants acted despicably, and with malice,
4 oppression and/or fraud so as to entitle Plaintiff to an award of punitive damages pursuant to Civil
5 Code § 3294. To the extent Defendants are corporations, the acts entitling Plaintiff to punitive
6 damages were performed, authorized, and/or ratified by officers, directors, and/or managing agents,
7 of said corporate Defendants.

8 29. WHEREFORE, Plaintiff prays for relief as set forth below.

9
10 **SECOND CAUSE OF ACTION**
VIOLATION OF GOVERNMENT CODE § 12940
(Disability Discrimination)
11 **Against All Defendants**

12 30. Plaintiff hereby realleges and incorporates by reference each and every allegation set
13 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
14 allegations of this cause of action.

15 31. The FEHA explicitly prohibits an employer from refusing to hire or employ a person,
16 discharging a person from employment, or discriminating against such person in compensation or in
17 terms, conditions or privileges of employment on the basis of actual or perceived disability. Gov.
18 Code § 12940(a).

19 32. Plaintiff had a disability, as set forth above. She advised Defendant of the disability
20 and for a need for reasonable accommodation.

21 33. Nevertheless, Defendant MG Santos and Defendant DOES 1-10, while knowing
22 Plaintiff was disabled and in need of reasonable accommodation, required that she work at the more
23 difficult filling station Chevron, while claiming it was “the same God damn work.” Of course, if
24 Defendants believed it was the “same God damn work,” it would have been seamless for them to
25 transfer Plaintiff from Chevron back to Sinclair, and the employee who was transferred from Chevron
26 to Sinclair when she went out on leave, back to Chevron.

35. As a result of the conduct of Defendants, Plaintiff has been directly and legally caused to sustain compensatory economic damages, past and future; lost earnings and benefits, past and future; and lost earning capacity; all in an amount to be determined according to proof at trial, including interest thereon.

36. As a result of the conduct of Defendants, and each of them, Plaintiff has been directly and legally caused to suffer nonpecuniary losses, including damages for emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety and other like losses. The exact nature, duration, and extent of said emotional injuries, which are ongoing, is presently unknown to Plaintiff.

37. In engaging in this unlawful conduct, Defendants acted despicably, and with malice, oppression and/or fraud so as to entitle Plaintiff to an award of punitive damages pursuant to Civil Code § 3294. To the extent Defendants are corporations, the acts entitling Plaintiff to punitive damages were performed, authorized, and/or ratified by officers, directors, and/or managing agents, of said corporate Defendants.

38. WHEREFORE, Plaintiff prays for relief as set forth below.

THIRD CAUSE OF ACTION
VIOLATION OF GOVERNMENT CODE § 12940(k)
(Failure to Prevent Retaliation or Discrimination)
Against All Defendants

39. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

40. The FEHA requires an employer to take all reasonable steps necessary to prevent discrimination or retaliation from occurring. Gov. Code § 12940(k).

41. Nevertheless, even though Defendants knew or should have known of the discrimination, and retaliation, they took no action to prevent it. Instead, Defendants encouraged,

1 committed, permitted and failed to prevent its discrimination and retaliation. Consequently,
2 Defendant failed to take all reasonable steps to prevent the discrimination and retaliation from
3 occurring in violation of Government Code section 12940(k).

4 42. As a result of the conduct of Defendants, Plaintiff has been directly and legally caused
5 to sustain compensatory economic damages, past and future; lost earnings and benefits, past and
6 future; and lost earning capacity; all in an amount to be determined according to proof at trial,
7 including interest thereon.

8 43. As a result of the conduct of Defendants, and each of them, Plaintiff has been directly
9 and legally caused to suffer nonpecuniary losses, including damages for emotional and mental
10 distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety
11 and other like losses. The exact nature, duration, and extent of said emotional injuries, which are
12 ongoing, is presently unknown to Plaintiff.

13 44. In engaging in this unlawful conduct, Defendants acted despicably, and with malice,
14 oppression and/or fraud so as to entitle Plaintiff to an award of punitive damages pursuant to Civil
15 Code § 3294. To the extent Defendants are corporations, the acts entitling Plaintiff to punitive
16 damages were performed, authorized, and/or ratified by officers, directors, and/or managing agents,
17 of said corporate Defendants.

18 45. WHEREFORE, Plaintiff prays for relief as set forth below.

19 **FOURTH CAUSE OF ACTION**
20 **VIOLATION OF GOVERNMENT CODE § 12940(m)**
21 **(Failure to Provide Reasonable Accommodation)**
22 **Against All Defendants**

23 46. Plaintiff hereby realleges and incorporates by reference each and every allegation set
24 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
25 allegations of this cause of action.

26 47. The FEHA requires an employer to “make reasonable accommodation for the known
27 physical or mental disability of an applicant or employee.” Govt. Code § 12940(m).
28

56. Nevertheless, as set forth above, Defendants failed to engage in a timely, good faith interactive process with Plaintiff, instead unlawfully constructively terminating her employment.

57. As a result of the conduct of Defendants, Plaintiff has been directly and legally caused to sustain compensatory economic damages, past and future; lost earnings and benefits, past and future; and lost earning capacity; all in an amount to be determined according to proof at trial, including interest thereon.

58. As a result of the conduct of Defendants, and each of them, Plaintiff has been directly and legally caused to suffer nonpecuniary losses, including damages for emotional and mental distress, trauma, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety and other like losses. The exact nature, duration, and extent of said emotional injuries, which are ongoing, is presently unknown to Plaintiff.

59. In engaging in this unlawful conduct, Defendants acted despicably, and with malice, oppression and/or fraud so as to entitle Plaintiff to an award of punitive damages pursuant to Civil Code § 3294. To the extent Defendants are corporations, the acts entitling Plaintiff to punitive damages were performed, authorized, and/or ratified by officers, directors, and/or managing agents, of said corporate Defendants.

60. WHEREFORE, Plaintiff prays for relief as set forth below.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE §§ 1198.5 & 226(b)
(Failure to Produce Employment Records)
Against All Defendants

61. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

62. California Labor Code section 1198.5 provides that employers must permit current and former employees alike to have the right to inspect and receive a copy of the personnel files and

1 records that related to the employee's performance, or to any grievance concerning the employee.
2 Employers must comply with this requirement no more than 30 days after a written request is made.
3 If an employer fails to comply, the employer is liable for a penalty of \$750 pursuant to Labor Code
4 section 1198.5(k).

5 63. California Labor Code section 226(b) provides that employers must permit current
6 and former employees to inspect and/or copy payroll records pertaining to the current or former
7 employee. Under this statute, an employer has 21 calendar days from the date of the request to
8 comply. There is a \$750 penalty under Labor Code section 226(f) for noncompliance that is separate
9 from, and in addition to, the penalty under Labor Code section 1198.5(k).

10 64. Attached as **Exhibit 3** and incorporated by this reference is a true and correct letter
11 dated May 8, 2023, through which Plaintiff requested records pursuant to Labor Code sections 1198.5
12 and 226(b).

13 65. On May 25, 2023, and in response to Exhibit 3, Defendants refused to produce records,
14 instead claiming that Plaintiff had to either agree to bear the actual cost of reproduction, or elect to
15 personally inspect the records. Defendants' response was sent via email to Plaintiff's counsel on May
16 26, 2026. A true and correct copy of the email and letter is attached hereto as **Exhibit 4**.

17 66. In response to Exhibit 4, Plaintiff's counsel responded the same day, with an email
18 indicating that he would inspect the records. A true and correct copy of this email response is attached
19 hereto as **Exhibit 5**, and is incorporated by this reference.

20 67. As of the date of the filing of this complaint, Defendants have not responded to
21 Plaintiff's election.

22 68. Defendants never had any intention of complying with the mandates of Labor Code
23 sections 1198.5 and 226(b). Instead, they took an illegal position of requiring commitment to pay the
24 actual costs of reproduction before the records would be provided. Neither statute requires a promise
25 to pay as a prerequisite for Defendants' compliance with the law.

26 69. In addition, when Plaintiff elected to inspect the records, Defendants never responded,
27 much less within the compliance periods set forth under Labor Code sections 1198.5 and 226(b).
28

77. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS
(Failure to Provide Compliant Meal Breaks)
Against All Defendants

78. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

79. Labor Code § 226.7 requires employers to provide employees meal breaks as mandated by Order of the Industrial Welfare Commission. It states:

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee 1 additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided

80. Labor Code § 512(a) and the applicable Wage Order(s) provide that an employer may not employ a person for a work period of more than 5 hours per day without providing that employee a meal period of not less than 30 minutes, except that if the total work period per day is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ a person for a work period of more than 10 hours per day without providing an employee with a second meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than twelve 12 hours, the meal period may be waived by mutual consent of both the employer and the employee, and if the first meal period was not waived.

83. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

84. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

- a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- b. If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee 1 additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided

86. The applicable Wage Order(s) provides that every “employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...” The applicable Wage Order further provides that “[i]f an employer fails to provide an employee rest period in

1 accordance with the applicable provisions of this order, the employer shall pay the employee one (1)
2 hour of pay at the employee's regular rate of compensation for each workday that the rest period is
3 not provided."

4 87. During Plaintiff's employment, Plaintiff was not provided with compliant rest breaks,
5 nor did they receive an additional hour of premium pay for each missed rest break. To the contrary,
6 Plaintiff was interrupted by customers, was not permitted to lock the facility, or leave the facility.
7 This was an employment policy and/or practice that was willfully enforced by Defendants.

8 88. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
9 provided.

10 **TENTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE §§ 201, ET SEQ.**
12 **(Failure to Pay All Wages Due at End of Employment)**
Against All Defendants

13 89. Plaintiff hereby realleges and incorporates by reference each and every allegation set
14 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
15 allegations of this cause of action.

16 90. California Labor Code section 201 provides that if an employer discharges an
17 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

18 91. When Defendants terminated Plaintiff's employment, it failed to timely pay all wages
19 due and owing to her. As stated, they underpaid overtime, failed to pay meal or rest premiums, and
20 Defendants failed to pay these outstanding wages at the time of the termination of employment.

21 92. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
22 provided.

23 **ELEVENTH CAUSE OF ACTION**
24 **VIOLATION OF LABOR CODE § 226(a)**
25 **(Failure to Furnish Accurate Itemized Wage Statements)**
Against All Defendants

26 93. Plaintiff hereby realleges and incorporates by reference each and every allegation set
27 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
28 allegations of this cause of action.

1 94. Pursuant to California Labor Code section 226(a) “every employer shall, semimonthly
2 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable
3 part of the check, draft, or voucher paying the employee’s wages, or separately when the wages are
4 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
5 earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and
6 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages
7 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and only the last four digits of his or her social security number or an employee
9 identification number, (8) the name and address of the legal entity that is the employer [. . .], (9) all
10 applicable hourly rates in effect during the pay period and corresponding number of hours worked at
11 each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate
12 of pay and the total hours worked for each temporary services assignment.”

13 95. An employee suffering injury as a result of the knowing and intentional failure by an
14 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
15 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
16 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
17 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
18 attorney’s fees. Labor Code § 226(e)(1).

19 96. An employee is deemed to suffer injury if the employer fails to provide a wage
20 statement or if the employer fails to provide accurate and complete information as required by any
21 one or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly
22 and easily determine from the wage statement alone, i) the amount of gross/net wages paid to the
23 employee during the pay period or any of the other information required to be provided pursuant to
24 Labor Code section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the
25 employer, iii) the name and address of the employer and iv) the name of the employee and the last
26 four digits of his or her social security number or employee identification number. Labor Code §
27 226(e)(2)(A) and (B)(i)-(iv). “Promptly and easily determine” means a reasonable person would be
28

1 able to readily ascertain the information without reference to other documents or information. Labor
2 Code § 226(e)(2)(C).

3 97. As set forth above, Defendants intentionally and willfully failed to pay all overtime
4 earned, meal and rest premium wages, and all wages due at the cessation of the employment
5 relationship. As a result thereof, Defendants failed to accurately state: the gross wages earned, in
6 violation of Labor Code section 226(a)(1); total hours worked, in violation of Labor Code section
7 226(a)(2); the net wages earned, in violation of Labor Code section 226(a)(5); and all applicable
8 hourly rates in effect during the pay period and the corresponding number of hours worked at each
9 hourly rate, in violation of Labor Code section 226(a)(9).

10 98. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
11 provided.

12
13 **TWELFTH CAUSE OF ACTION**
14 **(FOR UNPAID WAGES PURSUANT TO LABOR CODE §218)**
15 **(To Collect Unpaid Wages)**
16 **Against All Defendants**

17 99. Plaintiff hereby realleges and incorporates by reference each and every allegation set
18 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
19 allegations of this cause of action.

20 100. For reasons set forth above, Defendants have failed to pay to Plaintiff all wages due
21 to her, including premium wages, unpaid minimum wages, and overtime wages.

22 101. Labor Code § 218 provides, in pertinent part: "Nothing in this article shall limit the
23 right of any wage claimant to sue directly or through an assignee for any wages or penalty due him
24 under this article."

25 102. In addition, Labor Code § 218.5, a wage claimant may recover reasonable fees and
26 costs in an action to obtain unpaid wages.

27 103. Wherefore, Plaintiff seeks all unpaid wages during her employment, reasonable
28 attorney's fees and costs.

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THIRTEENTH CAUSE OF ACTION
VIOLATIONS OF LABOR CODE § 2698 *et seq.*
(Private Attorneys General Act)
Against All Defendants

104. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

105. Plaintiff has standing as an aggrieved employee pursuant to the provisions of Labor Code § 2699.3, because she was the victim of Labor Code violations committed by Defendant, exhausted the legal prerequisite of providing the LWDA and Defendant with notice of the same on July 7, 2023, and then waited the required statutory time frame before amending this complaint to add claims pursuant to the PAGA. A true and correct copy of the July 7, 2023, notice sent to the LWDA and Defendant ("PAGA Notice"), is attached hereto as **Exhibit 6**, and is incorporated by this reference as though set forth in full herein.

106. As set forth in the PAGA Notice, Defendant failed to pay its employees for all hours actually worked, and all overtime hours actually worked. It therefore has violated minimum wage and overtime pay laws as set forth in the PAGA Notice. In so doing, Defendant violated Labor Code sections 510, 1182.12, 1194, 1197, 1198, and the applicable Wage Orders issued by the Industrial Wage Commission.

107. In addition, Defendants, failed to furnish timely meal or rest breaks, and in such instances, failed to pay the wage premium to its California employees or the civil penalty due under the PAGA. In so doing, Defendants violated Labor Code section 226.7 and the applicable Wage Orders issued by the Industrial Wage Commission as set forth in the PAGA Notice.

108. Defendants failed to issue accurate wage statements to Plaintiff and other former and current California employees as set forth above and in the PAGA Notice. In so doing, it violated Labor Code section 226(a)(1), (2), (5) & (9).

109. Defendants also failed to pay all wages due to its employees at the cessation of employment, as set forth in the PAGA Notice. In so doing, it violated Labor Code sections 201, 202, and 203.

1 110. Defendants also failed to timely provide records upon Plaintiff's request, as required
2 by Labor Code sections 1198.5, and 226(b).

3 111. An actual controversy exists as to the magnitude of said violations as to current and
4 former California employees.

5 112. Wherefore, Plaintiff prays for relief under the PAGA as set forth below.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays judgment against Defendants:

8 **AS TO CAUSES OF ACTION 1 THROUGH 5:**

- 9 1. For compensatory, economic (special) and non-economic (general) damages, in an
10 amount according to proof;
- 11 2. For punitive damages in amount sufficient to punish and to make an example of the
12 unlawful conduct of Defendants, and each of them, and in an amount that it is
13 permitted by state law;
- 14 3. For statutory attorneys' fees and costs, pursuant to California Government Code
15 section 12965(b), and any other applicable statutes;
- 16 4. For prejudgment interest under California Code of Civil Procedure 3287(a), and
17 3289(b);
- 18 5. For costs of suit; and
- 19 6. For such other and further relief as the court deems just and proper.

20 **AS TO CAUSE OF ACTION 6:**

- 21 1. For a judicial declaration that:
- 22 a. DEFENDANTS, and each of them, are in violation of Labor Code section 1198.5;
- 23 b. DEFENDANTS, and each of them, are in violation of Labor Code section 226(b);
- 24 c. The obligation for an employer to produce records under Labor Code section
25 1198.5 is triggered by a request for said records, and may not be conditioned on a
26 promise for the requesting party to pay the actual costs of said production;
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d. The obligation for an employer to produce records under Labor Code section 226(b) is triggered by a request for said records, and may not be conditioned on a promise for the requesting party to pay the actual costs of said production;

2. For an order that:

a. DEFENDANTS, within 7 days, produce records to Plaintiff pursuant to Labor Code section 1198.5;

b. DEFENDANTS, within 7 days, produce records to Plaintiff pursuant to Labor Code section 226(f);

c. That DEFENDANTS, within 7 days, pay a \$750 penalty to Plaintiff pursuant to Labor Code section 1198.5(k);

d. That DEFENDANTS, within 7 days, pay a \$750 penalty to Plaintiff pursuant to Labor Code section 226(f);

e. That DEFENDANTS, and each of them, are enjoined from refusing to produce records in response to a request under Labor Code section 1198.5, unless a current or former employee promises to pay the actual cost of production of said records;

f. That DEFENDANTS, and each of them, are enjoined from refusing to produce records in response to a request under Labor Code section 226(b), unless a current or former employee promises to pay the actual cost of production of said records;

3. For attorney’s fees and costs pursuant to Labor Code sections 226(h) and 1198.5(l);

4. For costs of suit;

5. For such other and further relief as the court deems just and proper.

AS TO CAUSE OF ACTION 7:

1. For compensatory damages, including overtime wages for all hours worked in excess of 8 hours per day, or 40 hours per week, in an amount according to proof;

2. For statutory attorney’s fees and costs, including but not limited to those available under Labor Code §§ 218.5, and 1194;

- 1 3. For prejudgment and post-judgment interest according to any applicable provision of
- 2 law or as otherwise permitted by law, including but not limited to that available under
- 3 Civil Code §§ 3287(a) and 3289(b), Labor Code §§ 218.6 and 1194; and
- 4 4. For such other and further relief as the court deems just and proper.

5 **AS TO CAUSE OF ACTION 8:**

- 6 1. For compensatory damages, including wage premium penalties, for each instance
- 7 Defendants failed to provide a compliant meal period, pursuant to Labor Code § 226.7;
- 8 2. For statutory attorney’s fees and costs, including but not limited to those available
- 9 under Labor Code § 218.5;
- 10 3. For prejudgment and post-judgment interest according to any applicable provision of
- 11 law or as otherwise permitted by law, including but not limited to that available under
- 12 Civil Code §§ 3287(a) and 3289(b), Labor Code § 218.6; and
- 13 4. For such other and further relief as the court deems just and proper.

14 **AS TO CAUSE OF ACTION 9:**

- 15 1. For compensatory damages, including wage premium penalties, for each instance
- 16 Defendants failed to provide a compliant rest period, pursuant to Labor Code § 226.7;
- 17 2. For statutory attorney’s fees and costs, including but not limited to those available
- 18 under Labor Code § 218.5;
- 19 3. For prejudgment and post-judgment interest according to any applicable provision of
- 20 law or as otherwise permitted by law, including but not limited to that available under
- 21 Civil Code §§ 3287(a) and 3289(b), Labor Code § 218.6; and
- 22 4. For such other and further relief as the court deems just and proper.

23 **AS TO CAUSE OF ACTION 10:**

- 24 1. For statutory penalties under Labor Code § 203 according to proof;
- 25 2. For prejudgment and post-judgment interest according to any applicable provision of
- 26 law or as otherwise permitted by law, including but not limited to Civil Code §§
- 27 3287(a) and 3289(b);
- 28 3. For costs of suit; and

1 4. For such other and further relief as the court deems just and proper.

2 **AS TO CAUSE OF ACTION 11:**

- 3 1. For statutory penalties of \$4,000 under Labor Code § 226(e);
- 4 2. For attorney’s fees and costs under Labor Code § 226(e);
- 5 3. For prejudgment and post-judgment interest according to any applicable provision of
- 6 law or as otherwise permitted by law, including but not limited to that available under
- 7 Civil Code §§ 3287(a) and 3289(b); and

8 4. For such other and further relief as the court deems just and proper.

9 **AS TO CAUSE OF ACTION 12:**

- 10 1. For all unpaid wages pursuant to Labor Code § 218;
- 11 2. For statutory attorney’s fees and costs, including but not limited to those available
- 12 under Labor Code § 218.5;
- 13 3. For prejudgment and post-judgment interest according to any applicable provision of
- 14 law or as otherwise permitted by law, including but not limited to that available under
- 15 Labor Code § 218.6, Civil Code §§ 3287(a) and 3289(b); and

16 4. For such other and further relief as the court deems just and proper

17 **AS TO CAUSE OF ACTION 13**

- 18 1. For civil penalties under the PAGA, including,
- 19 a. Civil penalties of \$100 for the first violation per pay period per employee, and
- 20 \$250 for each subsequent violation per pay period per employee, for each
- 21 violation of the minimum wage laws, including, Labor Code §1197;
- 22 b. Civil penalties of \$50 per pay period per affected employee for overtime
- 23 violations pursuant to Labor Code §558;
- 24 c. Civil penalties of \$250 per violation pursuant to Labor Code section 226.3 for
- 25 each instance an inaccurate wage statement was furnished to an employee;
- 26 d. Civil penalties of \$50 pursuant to Labor Code § 558 per pay period for each pay
- 27 period in which an employee was not furnished all complaint meal period;
- 28

- e. Civil penalties of \$50 pursuant to Labor Code § 558 per pay period per employee for each pay period in which an employee was not furnished all complaint rest periods;
 - f. Penalties of \$100 per pay period per employee pursuant to Labor Code §2699(f), for each instance an employee was not properly paid all wages due at the cessation of employment;
 - g. Penalties of \$100 per pay period per employee pursuant Labor Code §2699(f), for each instance an employee, or former employee, was not timely provided records when a request for the same was made pursuant to Labor Code §§226(b) or 1198.5;
- 2. For a judicial declaration that Defendant violated Labor Code §§ 226. 226(a) (failure to furnish wage statements), 226(a)(1), (2), (5) and ((9) (failure to furnish accurate wage statements), 512 (failure to furnish compliant meal and rest breaks), 201 and 202 (failure to pay all wages due on cessation of employment), 1197 (failure to pay minimum wage for all hours worked), 558 (failure to pay all overtime wages earned), 226(b) and 1198.5 (failure to provide records).
 - 3. For statutory attorneys' fees and costs, including but not limited to those available under Code of Civil Procedure § 1021.5 and Labor Code § 2699(g);
 - 4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code §§ 3287(a) and 3289(b); and
 - 5. For such other and further relief as the court deems just and proper.

DATED: September 15, 2023

MAYALL HURLEY, P.C.

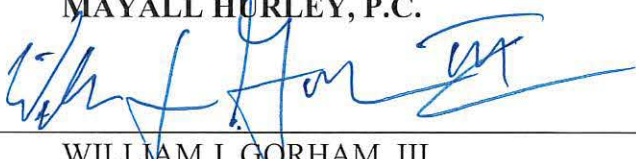
By 
WILLIAM J. GORHAM, III
Attorneys for Plaintiff, Veronica Valencia

Exhibit 1



Civil Rights Department

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

July 26, 2023

William Gorham
2453 Grand Canal Blvd.
Stockton, CA 95207

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202307-21408826
Right to Sue: Valencia / MG Santos, Inc.

Dear William Gorham:

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

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

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

Sincerely,

Civil Rights Department



Civil Rights Department

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

July 26, 2023

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202307-21408826
Right to Sue: Valencia / MG Santos, Inc.

To All Respondent(s):

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

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

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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

July 26, 2023

Veronica Valencia
1354 S. Street
Newman, CA 95360

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202307-21408826
Right to Sue: Valencia / MG Santos, Inc.

Dear Veronica Valencia:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective July 26, 2023 because an immediate Right to Sue notice was requested.

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

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

Sincerely,

Civil Rights Department

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

In the Matter of the Complaint of
Veronica Valencia

CRD No. 202307-21408826

Complainant,

vs.

MG Santos, Inc.
2531 Toscano RV Center
Los Banos, CA 93635

Respondents

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

2. Complainant **Veronica Valencia, resides in the City of **Newman**, State of **CA**.**

3. Complainant alleges that on or about **May 4, 2023, respondent took the following adverse actions:**

Complainant was discriminated against because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result of the discrimination was terminated, forced to quit, denied or forced to transfer, denied accommodation for a disability.

Complainant experienced retaliation because complainant requested or used a disability-related accommodation, requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated, forced to quit, denied or forced to transfer, denied accommodation for a disability.

Additional Complaint Details: Respondent MG Santos ("MG Santos") owns and operates gas stations/convenience stores and an RV Center in the State of California, including in the County of Merced. MG Santos owns and operates a Sinclair Gas Station ("Sinclair") and a Chevron Gas Station ("Chevron") in Gustine, California. Chevron and Sinclair are located across the street from one another on Sullivan Road. MG Santos hired Claimant Veronica Valencia ("Valencia") in June of 2021. She worked as a cashier/general laborer for MG Santos at its Sinclair station. At all times, Valencia successfully performed her duties successfully for MG Santos. During her employment with MG Santos, Valencia injured her knee and was required to go out on medical leave in or about November of 2022. This was a serious medical issue that qualified as a disability under the FEHA because it affected a major life activity, namely, work. As of that time, she was eligible for protected leave under the California Family Rights Act ("CFRA"). Plaintiff's leave request was certified by her medical care provider and was approved by MG Santos, which by so doing was also certifying Valencia's right to reinstatement in the same or similar position. When Valencia contacted MG Santos to indicate she was ready to return to work from medical leave in 2023, MG Santos told her that her position was no longer available. In fact, the employee who was covering the shift Valencia had worked before medical leave, was simply transferred from Chevron to Sinclair. After so informing Plaintiff, MG Santos contacted Plaintiff a few days later to inform her that someone had recently quit at Chevron, and asked if she wanted to work at the Chevron station. Plaintiff Valencia accepted. When Valencia started at Chevron, she learned that it was a physically more strenuous than the Sinclair job because of higher customer volume, and greater demands for stocking shelves. At the time, Valencia was still undergoing physical therapy as follow up to her knee surgery. Valencia noticed that her knee was swelling up due to the working conditions at Chevron. When Valencia told her manager that the duties at Chevron were too much for her knee, that it was swelling, and that she wanted to return to Sinclair, she was told the Sinclair job was taken and that the two filling stations were "the same God damn work." Consequently, MG Santos refused to accommodate Valencia's request. Of course, if Defendants believed it was the "same God damn work," it would have been seamless for them to transfer Plaintiff from Chevron back to Sinclair. Because Valencia was forced to put her health in jeopardy and MG Santos was unwilling to accommodate her request to return to Sinclair, she reasonably gave notice. In so acting, Respondent MG Santos violated Government Code Sections 12945.2(k) and 12940(m)(2) (retaliation); 12940(a) (disability discrimination); 12940(k) (failure to prevent); 12940(m)(failure to provide reasonable accommodation); and 12940(n)(failure to engage in interactive process).

1 VERIFICATION

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

5 On July 26, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

Lodi, California

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Exhibit 2

M.G. SANTOS INC
Tuscano RV Center
3931 N Pacheco Blvd
Lag Ninos, CA 93439

Regular pay: 11/04/22 Ending: 10/31/22
Beginning: 10/17/22

2831 E
Los Angeles Compensation Mrs. Rate Current

Regula Reg. Hours..... 95.00 @ 15.00 1425.00
Comp O.T. Hours..... 1.60 @ 22.50 36.00
Sick Day..... .00 @ .00 .00

Net Gross PAY 1474.00
Net Adj. Gross 1476.89

2491 HTS 2490

TALAMONIA, VERONICA Exp. # 46
SEN: KIM-IL-2432

YTD

33742.00
3817.25
120.00

044886

457

04488

	Current	YTD		Current	YTD
De			Deductions		
FICA	91.51	1641.40			
MEDICARE	21.40	383.88			
SDI	13.28	238.28			
STATE	32.18	576.64			
A/R 1151	166.40	1873.51			

Exhibit 3

NORTHERN CALIFORNIA
118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY - NO SERVICE ACCEPTED]
♦
2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207
SOUTHERN CALIFORNIA
360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY - NO SERVICE ACCEPTED]

LAW OFFICES OF
MAYALL HURLEY
A PROFESSIONAL CORPORATION
112 SOUTH CHURCH STREET
LODI, CALIFORNIA 95240
TELEPHONE: (209) 477-3833
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMANN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

May 8, 2023

SENT VIA CERTIFIED MAIL

MG Santos, Inc.
d/b/a Toscano RV Center
2531 E. Pacheco Blvd.
Los Banos, CA 93635

Re: Veronica Valencia

To Whom It May Concern:

This office represents Veronica Valencia in connection with civil claims arising from her former employment with MG Santos, Inc., in California.

Ms. Valencia hereby requests to inspect and obtain copies of the following items:

1. Ms. Valencia's itemized wage statements, pursuant to Labor Code § 226(b);
2. All documents signed by Ms. Valencia relating to the obtaining or holding of her employment, pursuant to Labor Code § 432; and
3. Ms. Valencia's personnel records, pursuant to Labor Code § 1198.5(b) and/or any applicable collective bargaining agreements.

Enclosed is a signed authorization from Ms. Valencia, designating this firm as her representative and authorizing it to obtain the items listed above on his behalf. Please direct copies of these items to me at my Lodi office at 112 South Church Street, Lodi, California 95240. If you have any questions concerning these requests, do not hesitate to contact me.

Sincerely,

By 
WILLIAM J. GORHAM III

Enclosure

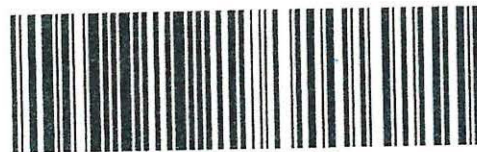
AUTHORIZATION OF CLIENT

I, Veronica Valencia, hereby authorize Mayall Hurley P.C. to request and obtain on my behalf the itemized statements and personnel records requested above pursuant to Labor Code §§ 226, 247.5, 432, and 1198.5.

Dated: 5/8/2023

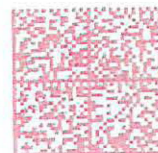
By Veronica Valencia
VERONICA VALENCIA

LAW OFFICES OF
MAYALL HURLEY
A PROFESSIONAL CORPORATION
112 South Church Street
Lodi, California 95240

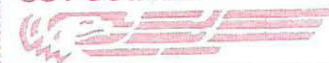


9489 0090 0027 6312 4671 24

Label 890-PB, Oct. 2015
Pitney Bowes ASS



US POSTAGETM PITNEY BOWES



ZIP 95240 \$ 006.85⁰
02 7H
0006100876 MAY 08 2023

MG Santos, Inc.
d/b/a Toscano RV Center
2531 E. Pacheco Blvd.
Los Banos, CA 93635



July 24, 2023

Dear Julie Zeyen:

The following is in response to your request for proof of delivery on your item with the tracking number:
9489 0090 0027 6312 4671 24.

Item Details

Status:	Delivered to Agent for Final Delivery
Status Date / Time:	May 10, 2023, 10:20 am
Location:	LOS BANOS, CA 93635
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Shipment Details

Weight:	1.0oz
----------------	-------

Recipient Signature

Signature of Recipient: (Authorized Agent)	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Exhibit 4



Sagaser, Watkins & Wieland PC

WWW.SAGASERLAW.COM

Official Mailing Address

FRESNO | 5260 N PALM AVE | SUITE 400 | FRESNO, CA 93704 | PHONE: 559-421-7000 | FAX: 559-473-1483

May 25, 2023

VIA US MAIL & EMAIL

William J. Gorham III
LAW OFFICES OF MAYALL HURLEY, PC
112 South Church Street
Lodi, California 95240
Email: wgorham@mayallaw.com

Re: **Veronica Valencia - Records Request from MG Santos, Inc.**

Dear Mr. Gorham,

Our law firm has been retained to represent MG Santos, Inc. in connection with the above-referenced matter. Please direct all future communications regarding this matter to my attention.

This correspondence is in response to your letter dated May 8, 2023, in which you have requested documents pertaining to Veronica Valencia under California Labor Code Section 226 and 1198.5.

Unfortunately, your letter does not indicate whether you are willing to pay the actual costs of the production. By this letter, I wish to confirm that MG Santos, Inc. will provide you copies of the requested records and, pursuant to Labor Codes §§ 226, 432 and 1198.5, will require that you pay the actual cost of the reproduction. (See Cal. Lab. Code §§226(b) & 1198.5(b)(1).)

Please send written confirmation that you will pay the actual cost of production. Upon receipt of your written confirmation and the necessary funds, we will produce the documents as requested in the letter dated May 8, 2023.

Otherwise, we will make the requested documents available for inspection and/or copying. If you choose this option, please contact our office at your earliest convenience to set up a time for inspection of the requested records.

Please do not hesitate to call me if you have any questions concerning this matter.

Very truly yours,

Samuel O. Munson

SOM/fp

BAKERSFIELD | 1909 16TH STREET | SUITE 4 | BAKERSFIELD, CA 93301 | PHONE: 661-616-1360
HANFORD | 108 E. 7TH STREET | SUITE 228 | HANFORD, CA 93230 | PHONE: 559-421-7000
SAN LUIS OBISPO | 2436 BROAD STREET | SAN LUIS OBISPO, CA 93401 | PHONE: 805-296-5007

Exhibit 5

From: William Gorham
Sent: Friday, May 26, 2023 6:29 PM
To: Faye Petrie <faye@sw2law.com>
Cc: Samuel Munson <sam@sw2law.com>
Subject: RE: Veronica Valencia - MG Santos, Inc.

Thanks for asking, tell me when and where I can come and inspect the records.

Sent via the Samsung Galaxy S21 FE 5G, an AT&T 5G smartphone

----- Original message -----

From: Faye Petrie <faye@sw2law.com>
Date: 5/26/23 3:53 PM (GMT-08:00)
To: William Gorham <WGorham@mayallaw.com>
Cc: Samuel Munson <sam@sw2law.com>
Subject: Veronica Valencia - MG Santos, Inc.

Good Afternoon Mr. Gorham,

Attached please find correspondence from Mr. Samuel O. Munson on behalf of MG Santos, Inc.

Thank you,

Faye M. Petrie



**Sagaser, Watkins
& Wieland PC**

The largest locally owned employment law firm in the Central Valley.

Sagaser, Watkins & Wieland PC

5260 N. Palm Ave. Ste. 400, **Fresno**, CA 93704 559.421.7000

1909 16th Street, **Bakersfield**, CA 93301 661.616.1360

2436 Broad St. **San Luis Obispo**, CA 93401 805.296.5007

faye@sw2law.com www.sagaserlaw.com

"This e-mail transmission and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. Do not read this e-mail if you are not the intended recipient. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distributing or use of any of the information contained in or attached to this transmission is strictly prohibited. If you have received this transmission in error, please immediately notify us by reply e-mail or by telephone at 559/421-7000 and destroy the original transmission and its attachments without reading or saving it in any manner. Thank You."

Exhibit 6

NORTHERN CALIFORNIA
118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY - NO SERVICE ACCEPTED]
2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207
SOUTHERN CALIFORNIA
360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY - NO SERVICE ACCEPTED]



112 SOUTH CHURCH STREET
LODI, CALIFORNIA 95240
TELEPHONE: (209) 477-3833
WWW.MAYALLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMANN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

July 7, 2023

SUBMITTED VIA ONLINE CLAIM NOTICE

<https://dir.tfaforms.net/308>

The State of California Labor and Workforce Development Agency

SENT VIA CERTIFIED MAIL

MG Santos, Inc.
d/b/a Toscano RV Center
2531 E. Pacheco Blvd.
Los Banos, CA 93635

Re: Veronica Valencia

To Whom It May Concern:

This firm represents Veronica Valencia ("Valencia") relating to her former employment in a non-exempt hourly position for MG Santos, Inc. dba Toscano RV Center ("MG Santos" or "Employer"). In accordance with California Labor Code § 2699.3, this letter shall serve as Ms. Valencia's written notice regarding the following violations, and facts and theories supporting the violations, on her behalf and, as a proxy for the Labor and Workforce Development Agency ("LWDA"), on behalf of current and other former California employees of Employer. Notice to the LWDA has been submitted online, in accordance with the process described on the California Department of Industrial Relations' website at <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>.

Plaintiff was employed by MG Santos as a cashier at the Sinclair gas station owned by Employer in Gustine, California from June of 2021, until May of 2023. Throughout her employment, Plaintiff was a non-exempt employee. As such, Plaintiff was entitled to be paid for every hour worked and overtime as appropriate.

However, as to Valencia, and other non-exempt employees of Employer, Employer failed to correctly pay its employees for all overtime wages due. By way of example, for the pay period for October 17 through October 31, 2022, there were 11 working days in the pay period. Plaintiff worked 97.6 hours, of which, Employer only paid 1.6 hours of overtime. **Exhibit 1.** Because there were only 11 work days, Employer owed 9.6 hours of overtime to Valencia.

Plaintiff and MG Santos' other non-exempt employees were also not consistently authorized or permitted to take meal and rest breaks as required by California law. MG Santos required Plaintiff and its other non-exempt employees to work through meal and rest breaks due to understaffing and work demands. Plaintiff and MG Santos' other non-exempt employees' meal breaks were routinely interrupted by supervisors, who required them to attend to work-related tasks during their meal breaks. Plaintiff and MG Santos' other non-exempt employees' meal breaks were also routinely interrupted by co-workers who needed help with work-related tasks during their meal breaks. Plaintiff and MG Santos' other non-exempt employees' meal breaks were also routinely interrupted by clients who needed help. On the occasions that Plaintiff and MG Santos' other non-exempt employees were able to take their meal breaks, they routinely occurred after 5 hours of work.

MG Santos also frequently failed to relieve Plaintiff and its other non-exempt employees of employer control during their rest breaks. Plaintiff and MG Santos' other non-exempt employees' rest breaks were routinely interrupted by work-related tasks during their rest breaks. Plaintiff and MG Santos' other non-exempt employees' rest breaks were also routinely interrupted by customers and/or staff who needed help.

MG Santos also did not pay premiums as required by California law.

When Plaintiff's employment with MG Santos ended, she was not paid all minimum wage, overtime, meal and rest premiums that was owed to her. Because it fails to pay all minimum wage, overtime, meal and rest premiums, MG Santos also fails to timely pay its non-exempt employees each pay period and at the end of their employment.

Because of the violations set forth above, and as evidenced in the sample of Plaintiff's wage statement attached hereto as **Exhibit 1** the wage statement furnished by MG Santos to its non-exempt employees violate California Labor Code section 226(a) insofar as they fail to accurately show:

- a. The gross wages earned, in violation of section 226(a)(1);
- b. The total hours worked, in violation of section 226(a)(2)
- c. The net wages earned, in violation of section 226(a)(5); and
- d. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).

Finally, Employer has violated Labor Code sections 226(b) and 1198.5, as it failed and refused to provide employment records when they were requested by Valencia. **Exhibit 2.**

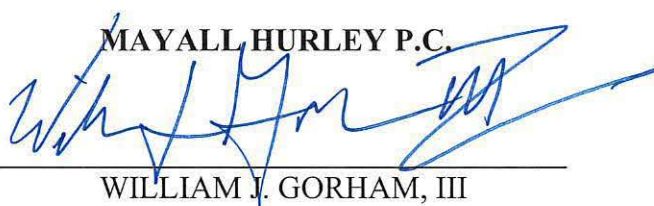
In light of the above violations, Ms. Valencia is an "aggrieved employee" and has standing under the PAGA to bring an action for civil penalties. As set forth above, MG Santos has violated Labor Code sections 201-204, 210, 226(a), 226(b), 226.7, 510, 512, 1182.12, 1198 and 1198.5, as well as and the applicable IWC Wage Orders. Because of these violations, MG Santos is subject to civil penalties. In addition to these penalties, attorneys' fees and costs are to be awarded to legal counsel to a party acting as proxy to the LWDA pursuant to Labor Code § 2699(g), and any other applicable statute providing for such reimbursement of fees and costs.

LWDA; MG Santos
Re: Veronica Valencia
July 7, 2023
Page 3 of 3

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or to my client, Ms. Valencia.

If the LWDA does not intend to investigate these violations, Ms. Valencia intends to file a civil complaint against Employer pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention to this matter.

Sincerely,


By _____
WILLIAM J. GORHAM, III

Enclosure: Exhibits 1&2

cc: client

Exhibit 1

M.G. SANTOS INC
Tuscany St Center
3931 N Pacheco Blvd
Los Banos, CA 93635

044886

M.G. S
Tucson
2531 E
Los B
Regular pay: 11/04/22 Ending: 10/31/22
Beginning: 10/17/22
Compensation Mrs. Rate Current
Regulz Reg. Hours..... 95.00 @ 15.00 1425.00
Comp O.T. Hours..... 1.60 @ 22.50 36.00
Sick Day..... .00 @ .00 .00
YTD
Reg. Gross Pay 1461.00
O.T. Net Adj. Gross 1476.83
Gross Deductions Current YTD
Net FICA..... 91.51 1641.40
MEDICARE..... 21.40 383.88
F. SDI..... 13.28 238.28
M. STATE..... 32.18 576.64
A/R 1151..... 166.40 1873.51

(209) 825-2485

TALANCHA, VERONICA Rep. # 46
SEN: XXX-XX-2432

04488

Exhibit 2

NORTHERN CALIFORNIA
118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY - NO SERVICE ACCEPTED]
2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207
SOUTHERN CALIFORNIA
360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY - NO SERVICE ACCEPTED]

LAW OFFICES OF
MAYALL HURLEY
A PROFESSIONAL CORPORATION
112 SOUTH CHURCH STREET
LODI, CALIFORNIA 95240
TELEPHONE: (209) 477-3833
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VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMANN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

May 8, 2023

SENT VIA CERTIFIED MAIL

MG Santos, Inc.
d/b/a Toscano RV Center
2531 E. Pacheco Blvd.
Los Banos, CA 93635

Re: Veronica Valencia

To Whom It May Concern:

This office represents Veronica Valencia in connection with civil claims arising from her former employment with MG Santos, Inc., in California.

Ms. Valencia hereby requests to inspect and obtain copies of the following items:

1. Ms. Valencia's itemized wage statements, pursuant to Labor Code § 226(b);
2. All documents signed by Ms. Valencia relating to the obtaining or holding of her employment, pursuant to Labor Code § 432; and
3. Ms. Valencia's personnel records, pursuant to Labor Code § 1198.5(b) and/or any applicable collective bargaining agreements.

Enclosed is a signed authorization from Ms. Valencia, designating this firm as her representative and authorizing it to obtain the items listed above on his behalf. Please direct copies of these items to me at my Lodi office at 112 South Church Street, Lodi, California 95240. If you have any questions concerning these requests, do not hesitate to contact me.

Sincerely,

By 
WILLIAM J. GORHAM III

Enclosure

AUTHORIZATION OF CLIENT

I, Veronica Valencia, hereby authorize Mayall Hurley P.C. to request and obtain on my behalf the itemized statements and personnel records requested above pursuant to Labor Code §§ 226, 247.5, 432, and 1198.5.

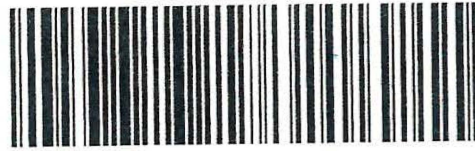
Dated: 5/8/2023

By Veronica Valencia
VERONICA VALENCIA

DocuSigned by:

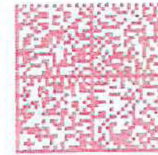
VERONICA VALENCIA

LAW OFFICES OF
MAYALL HURLEY
A PROFESSIONAL CORPORATION
112 South Church Street
Lodi, California 95240



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