

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Brandon M. Chang (SBN 316197)
brandon@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel.: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, RAJITHA YAHAN KURUPPU,
and on behalf of himself and all others similarly situated and aggrieved,

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

RAJITHA YAHAN KURUPPU, an individual
and on behalf of all others similarly situated
and aggrieved,

Plaintiff,

v.

MALIBU OIL, INC., a California corporation;
AGOURA OIL, INC., a California corporation;
BURBANK AIRPORT OIL CORPORATION,
a California corporation; ENCINO OIL, LLC, a
California limited liability company;
GLENDALE OIL, INC., a California
corporation; LOS ARBOLES OIL, INC., a
California corporation; NORTHRIDGE OIL,
INC.; a California corporation; RANCHO OIL,
INC., a California corporation; MAGIC OIL,
INC., a California corporation; N.
HOLLYWOOD VINELAND OIL, INC., a
California corporation; MELROSE OIL, INC.,
a California corporation; MOORCREST OIL,
INC., a California corporation; NEWHALL
OIL, INC., a California corporation; SUNSET
FAIRFAX OIL, INC., a California corporation;
WHITE OAK BURBANK OIL, INC., a
California corporation; OXNARD OIL, INC., a
California corporation; OAKS CENTER OIL,
INC., a California corporation; THOUSAND
OAKS OIL, INC., a California corporation;
PASADENA OIL, INC., a California
corporation; RED HAIR OIL, INC., a
California corporation; BHNVN, INC., a
California corporation; PARVIZ NATANZI, an
individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV06043

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. UNFAIR COMPETITION; and
9. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT OF 2004 FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1 AND 2699, et seq.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

FILED
Superior Court of California
County of Los Angeles

08/03/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

1 Plaintiff RAJITHA YAHAN KURUPPU, on behalf of Plaintiff and all others similarly
2 situated and aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 MALIBU OIL, INC. (“Malibu Oil”); AGOURA OIL, INC. (“Agoura Oil”); BURBANK AIRPORT
7 OIL CORPORATION (“Burbank Airport”); ENCINCO OIL, LLC (“Encino Oil”); GLENDALE
8 OIL, INC. (“Glendale Oil”); LOS ARBOLES OIL, INC. (“Los Arboles Oil”); NORTHRIDGE OIL,
9 INC. (“Northridge Oil”); RANCHO OIL, INC. (“Rancho Oil”); MAGIC OIL, INC. (“Magic Oil”);
10 N. HOLLYWOOD VINELAND OIL, INC. (“N. Hollywood Vineland”); MELROSE OIL, INC.
11 (“Melrose Oil”); MOORCREST OIL, INC. (“Moorcrest Oil”); NEWHALL OIL, INC. (“Newhall
12 Oil”); SUNSET FAIRFAX OIL, INC. (“Sunset Fairfax”); WHITE OAK BURBANK OIL, INC.
13 (“White Oak Burbank”); OXNARD OIL, INC. (“Oxnard Oil”); OAKS CENTER OIL, INC. (“Oaks
14 Center Oil”); THOUSAND OAKS OIL, INC. (“Thousand Oaks Oil”); PASADENA OIL, INC.
15 (“Pasadena Oil”); RED HAIR OIL, INC. (“Red Hair Oil”); BHNVN, INC. (“BHNVN”); and any
16 of their respective subsidiaries or affiliated companies within the State of California; and PARVIZ
17 NATANZI (“Natanzi” and collectively, with Malibu Oil, Agoura Oil, Burbank Airport, Encino Oil,
18 Glendale Oil, Los Arboles Oil, Northridge Oil, Rancho Oil, Magic Oil, N. Hollywood Vineland,
19 Melrose Oil, Moorcrest Oil, Newhall Oil, Sunset Fairfax, White Oak Burbank, Oxnard Oil, Oaks
20 Center Oil, Thousand Oaks Oil, Pasadena Oil, Red Hair Oil, BHNVN, and DOES 1 through 100, as
21 further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-
22 exempt California employees employed by or formerly employed by Defendants (“Class
23 Members”).

24 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
25 General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”), against Defendants,
26 and any of its respective subsidiaries or affiliated companies within the State of California as a proxy
27 of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf
28 of Plaintiff and Aggrieved Employees that worked for Defendants during the PAGA Period.

Specifically, in connection with any alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 218.6, 221, 223, 1197, 226, 226.7, 245 - 259, 510, 512, 516, 551, 552, 558, 558.1, 1174(d), 1182.12, 1187, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 2810.3, 2810.5, 2699, among others, California Code of Regulations, Title 8, sections 3395 and 3396, Business and Professions Code sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable Wage Orders, Plaintiff seeks to represent all current and former employees that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees that worked for Defendants during the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date notice was submitted to the LWDA, continuing past the date of notice to the LWDA until judgement is entered.

PARTIES

A. Plaintiff

3. Plaintiff RAJITHA YAHAN KURUPPU is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, cleaning and stocking gas station service merchandise and providing customer service. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff worked for Defendants from approximately December of 2016 through approximately November of 2022.

B. Defendants

4. Plaintiff is informed and believes and based thereon alleges that defendant Malibu Oil is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California. At all relevant times herein, Malibu Oil employed Plaintiff and similarly situated employees within the State of California.

5. Plaintiff is informed and believes and based thereon alleges that defendant Agoura Oil is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of

1 California. At all relevant times herein, Agoura Oil employed Plaintiff and similarly situated
2 employees within the State of California.

3 6. Plaintiff is informed and believes and based thereon alleges that defendant Encino
4 Oil is, and at all times relevant hereto was, a limited liability company organized and existing under
5 and by virtue of the laws of the State of California and doing business in the County of Los Angeles,
6 State of California. At all relevant times herein, Encino Oil employed Plaintiff and similarly situated
7 employees within the State of California.

8 7. Plaintiff is informed and believes and based thereon alleges that defendant Glendale
9 Oil is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
10 of the laws of the State of California and doing business in the County of Los Angeles, State of
11 California. At all relevant times herein, Glendale Oil employed Plaintiff and similarly situated
12 employees within the State of California.

13 8. Plaintiff is informed and believes and based thereon alleges that defendant Los
14 Arboles Oil is, and at all times relevant hereto was, a corporation organized and existing under and
15 by virtue of the laws of the State of California and doing business in the County of Los Angeles,
16 State of California. At all relevant times herein, Los Arboles Oil employed Plaintiff and similarly
17 situated employees within the State of California.

18 9. Plaintiff is informed and believes and based thereon alleges that defendant
19 Northridge Oil is, and at all times relevant hereto was, a corporation organized and existing under
20 and by virtue of the laws of the State of California and doing business in the County of Los Angeles,
21 State of California. At all relevant times herein, Northridge Oil employed Plaintiff and similarly
22 situated employees within the State of California.

23 10. Plaintiff is informed and believes and based thereon alleges that defendant Rancho
24 Oil is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
25 of the laws of the State of California and doing business in the County of Los Angeles, State of
26 California. At all relevant times herein, Rancho Oil employed Plaintiff and similarly situated
27 employees within the State of California.

28 ///

1 11. Plaintiff is informed and believes and based thereon alleges that defendant Magic Oil
2 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
3 the laws of the State of California and doing business in the County of Los Angeles, State of
4 California. At all relevant times herein, Magic Oil employed Plaintiff and similarly situated
5 employees within the State of California.

6 12. Plaintiff is informed and believes and based thereon alleges that defendant N.
7 Hollywood Vineland is, and at all times relevant hereto was, a corporation organized and existing
8 under and by virtue of the laws of the State of California and doing business in the County of Los
9 Angeles, State of California. At all relevant times herein, N. Hollywood Vineland employed
10 Plaintiff and similarly situated employees within the State of California.

11 13. Plaintiff is informed and believes and based thereon alleges that defendant Melrose
12 Oil is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
13 of the laws of the State of California and doing business in the County of Los Angeles, State of
14 California. At all relevant times herein, Melrose Oil employed Plaintiff and similarly situated
15 employees within the State of California.

16 14. Plaintiff is informed and believes and based thereon alleges that defendant Moorcrest
17 Oil is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
18 of the laws of the State of California and doing business in the County of Los Angeles, State of
19 California. At all relevant times herein, Moorcrest Oil employed Plaintiff and similarly situated
20 employees within the State of California.

21 15. Plaintiff is informed and believes and based thereon alleges that defendant Newhall
22 Oil is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
23 of the laws of the State of California and doing business in the County of Los Angeles, State of
24 California. At all relevant times herein, Newhall Oil employed Plaintiff and similarly situated
25 employees within the State of California.

26 16. Plaintiff is informed and believes and based thereon alleges that defendant Sunset
27 Fairfax is, and at all times relevant hereto was, a corporation organized and existing under and by
28 virtue of the laws of the State of California and doing business in the County of Los Angeles, State

1 of California. At all relevant times herein, Sunset Fairfax employed Plaintiff and similarly situated
2 employees within the State of California.

3 17. Plaintiff is informed and believes and based thereon alleges that defendant White
4 Oaks Burbank is, and at all times relevant hereto was, a corporation organized and existing under
5 and by virtue of the laws of the State of California and doing business in the County of Los Angeles,
6 State of California. At all relevant times herein, White Oaks Burbank employed Plaintiff and
7 similarly situated employees within the State of California.

8 18. Plaintiff is informed and believes and based thereon alleges that defendant Oxnard
9 Oil is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
10 of the laws of the State of California and doing business in the County of Los Angeles, State of
11 California. At all relevant times herein, Oxnard Oil employed Plaintiff and similarly situated
12 employees within the State of California.

13 19. Plaintiff is informed and believes and based thereon alleges that defendant Oaks
14 Center Oil is, and at all times relevant hereto was, a corporation organized and existing under and
15 by virtue of the laws of the State of California and doing business in the County of Los Angeles,
16 State of California. At all relevant times herein, Oaks Center Oil employed Plaintiff and similarly
17 situated employees within the State of California.

18 20. Plaintiff is informed and believes and based thereon alleges that defendant Thousand
19 Oaks Oil is, and at all times relevant hereto was, a corporation organized and existing under and by
20 virtue of the laws of the State of California and doing business in the County of Los Angeles, State
21 of California. At all relevant times herein, Thousand Oaks Oil employed Plaintiff and similarly
22 situated employees within the State of California.

23 21. Plaintiff is informed and believes and based thereon alleges that defendant Pasadena
24 Oil is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
25 of the laws of the State of California and doing business in the County of Los Angeles, State of
26 California. At all relevant times herein, Pasadena Oil employed Plaintiff and similarly situated
27 employees within the State of California.

28 ///

1 22. Plaintiff is informed and believes and based thereon alleges that defendant Red Hair
2 Oil is, and at all times relevant hereto was, a corporation organized and existing under and by virtue
3 of the laws of the State of California and doing business in the County of Los Angeles, State of
4 California. At all relevant times herein, Red Hair Oil employed Plaintiff and similarly situated
5 employees within the State of California.

6 23. Plaintiff is informed and believes and based thereon alleges that defendant BHNVN
7 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
8 the laws of the State of California and doing business in the County of Los Angeles, State of
9 California. At all relevant times herein, BHNVN employed Plaintiff and similarly situated
10 employees within the State of California.

11 24. Plaintiff is informed and believes and based thereon alleges that defendant Natanzi
12 is, and at all times relevant hereto was, an individual residing in California, as well as the owner of
13 Malibu Oil, Agoura Oil, Burbank Airport, Encino Oil, Glendale Oil, Los Arboles Oil, Northridge
14 Oil, Rancho Oil, Magic Oil, N. Hollywood Vineland, Melrose Oil, Moorcrest Oil, Newhall Oil,
15 Sunset Fairfax, White Oak Burbank, Oxnard Oil, Oaks Center Oil, Thousand Oaks Oil, Pasadena
16 Oil, Red Hair Oil, BHNVN, and DOES 1 through 50, as further defined below. Plaintiff is further
17 informed and believes and based thereon alleges that Natanzi violated, or caused to be violated, the
18 above-referenced and below-referenced Labor Code provisions in violation of Labor Code section
19 558.1.

20 25. The true names and capacities, whether individual, corporate, associate, or otherwise,
21 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
22 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
23 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
24 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
25 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
26 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
27 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
28 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or

1 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
2 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
3 include Malibu Oil, Agoura Oil, Burbank Airport, Encino Oil, Glendale Oil, Los Arboles Oil,
4 Northridge Oil, Rancho Oil, Magic Oil, N. Hollywood Vineland, Melrose Oil, Moorcrest Oil,
5 Newhall Oil, Sunset Fairfax, White Oak Burbank, Oxnard Oil, Oaks Center Oil, Thousand Oaks
6 Oil, Pasadena Oil, Red Hair Oil, BHNVN, and any of their parent, subsidiary, or affiliated
7 companies within the State of California, as well as Natanzi and DOES 1 through 100 identified
8 herein.

9 **JOINT LIABILITY ALLEGATIONS**

10 26. Plaintiff is informed and believes and based thereon alleges that all the times
11 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
12 representative, joint venture or co-conspirator of each of the other defendants, either actually or
13 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
14 employment, joint venture, and conspiracy.

15 27. All of the acts and conduct described herein of each and every corporate defendant
16 was duly authorized, ordered, and directed by the respective and collective defendant corporate
17 employers, and the officers and management-level employees of said corporate employers. In
18 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
19 their said employees, agents, and representatives, and each of them; and upon completion of the
20 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
21 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
22 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
23 aforementioned corporate employees, agents and representatives.

24 28. Plaintiff is further informed and believes and based thereon alleges that Natanzi and
25 DOES 51 through 100 violated, or caused to be violated, the above-referenced and below-referenced
26 Labor Code provisions in violation of Labor Code section 558.1.

27 ///

28 ///

1 29. Plaintiff is informed and believes, and based thereon allege, that there exists such a
2 unity of interest and ownership between Defendants, and each of them, that their individuality and
3 separateness have ceased to exist.

4 30. Plaintiff is informed and believes, and based thereon alleges that despite the
5 formation of the purported corporate existence of Malibu Oil, Agoura Oil, Burbank Airport, Encino
6 Oil, Glendale Oil, Los Arboles Oil, Northridge Oil, Rancho Oil, Magic Oil, N. Hollywood Vineland,
7 Melrose Oil, Moorcrest Oil, Newhall Oil, Sunset Fairfax, White Oak Burbank, Oxnard Oil, Oaks
8 Center Oil, Thousand Oaks Oil, Pasadena Oil, Red Hair Oil, BHNVN, and DOES 1 through 50,
9 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with Natanzi
10 and DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to,
11 the following reasons:

12 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
13 Defendants who personally committed the wrongful and illegal acts and violated the
14 laws as set forth in this Complaint, and who has hidden and currently hide behind the
15 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
16 other wrongful or inequitable purpose;

17 B. The Individual Defendants derive actual and significant monetary benefits by and
18 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
19 Defendants as the funding source for the Individual Defendants’ own personal
20 expenditures;

21 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
22 and the Alter Ego Defendants, while really one and the same, were segregated to
23 appear as though separate and distinct for purposes of perpetrating a fraud,
24 circumventing a statute, or accomplishing some other wrongful or inequitable
25 purpose;

26 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
27 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
28 mentioned herein were, so mixed and intermingled that the same cannot reasonably

1 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
2 are, and at all relevant times mentioned herein were, used by the Individual
3 Defendants as mere shells and conduits for the conduct of certain of their, and each
4 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
5 herein were, the alter egos of the Individual Defendants;

6 E. The recognition of the separate existence of the Individual Defendants and the Alter
7 Ego Defendants would promote injustice insofar that it would permit defendants to
8 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
9 Code, and other statutory violations. The corporate existence of these defendants
10 should thus be disregarded in equity and for the ends of justice because such
11 disregard is necessary to avoid fraud and injustice to Plaintiff herein;

12 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
13 Defendants (and vice versa), and the fiction of their separate corporate existence
14 must be disregarded;

15 31. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
16 thereon alleges that Defendants, and each of them, are joint employers.

17 **JURISDICTION**

18 32. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
19 of Civil Procedure section 410.10.

20 33. Venue is proper in Los Angeles County, California pursuant to Code of Civil
21 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
22 causes of action complained of herein arose; the county in which the employment relationship
23 began; the county in which performance of the employment contract, or part of it, between Plaintiff
24 and Defendants was due to be performed; the county in which the employment contract, or part of
25 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
26 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
27 and Class Members in Los Angeles County, and because Defendants employ numerous Class
28 Members in Los Angeles County.

34. This action is brought pursuant to PAGA. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

35. This Court has jurisdiction over this action pursuant to California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

36. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

37. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county. Moreover, this action is brought on behalf of the State of California as a private attorney general and has jurisdiction in this venue.

FACTUAL BACKGROUND

38. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods,

1 to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the
2 clock, to make phone calls off the clock, to drive off the clock, and/or go through security screenings
3 and/or temperature checks off the clock; failing to include all forms of remuneration, including non-
4 discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms
5 of remuneration into the regular rate of pay for the pay periods where overtime was worked and the
6 additional compensation was earned for the purpose of calculating the overtime rate of pay; and by
7 detrimental rounding of employee time entries, editing and/or manipulation of time entries; to the
8 detriment of Plaintiff and Class Members.

9 39. For at least four (4) years prior to the filing of this Action and continuing to the
10 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
11 or some of them, in violation of California state wage and hour laws as a result of, among other
12 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
13 rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work
14 off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early
15 to work and leave late work without being able to clock in for all that time, to complete pre-shift
16 tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and
17 continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment
18 off the clock, to attend company meetings off the clock, to make phone calls off the clock; to drive
19 off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time
20 entries to show less hours than actually worked; failing to pay split shift premiums; and failing to
21 pay reporting time pay; to the detriment of Plaintiff and Class Members.

22 40. For at least four (4) years prior to the filing of this Action and continuing to the
23 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
24 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
25 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
26 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
27 for such unprovided meal periods as required by California wage and hour laws.

28 ///

1 41. For at least four (4) years prior to the filing of this action and continuing to the
2 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
3 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
4 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
5 California wage and hour laws.

6 42. For at least three (3) years prior to the filing of this action and continuing to the
7 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
8 full amount of their wages owed to them upon termination and/or resignation as required by Labor
9 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
10 minimum wages, and premium wages.

11 43. For at least one (1) year prior to the filing of this Action and continuing to the present,
12 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
13 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
14 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
15 hours worked at each hourly rate; the name and address of the legal entity that is the employer; and
16 other such information as required by Labor Code section 226, subdivision (a). As a result thereof,
17 Defendants have further failed to furnish employees with an accurate calculation of gross and gross
18 wages earned, as well as gross and net wages paid.

19 44. For at least one (1) year prior to the filing of this action and continuing to the present,
20 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full
21 amount of their wages for labor performed in a timely fashion as required under Labor Code section
22 204.

23 45. For at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
25 employees or former employees within the State of California with the rights provided to them under
26 the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, et seq.

27 46. At all relevant times mentioned herein, Defendants had and have a policy or practice
28 of failing to pay overtime wages to Aggrieved Employees in the State of California in violation of

1 California state wage and hour laws as a result of, without limitation, Aggrieved Employees working
2 more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in
3 a workweek without paying them proper overtime wages, as a result of, without limitation, failing
4 to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting
5 employees to work off the clock, including, without limitation, by requiring employees: to come
6 early to work and leave late work without being able to clock in for all that time, including by
7 requiring Employee and other aggrieved employees to handwrite bi-weekly time sheet forms after
8 the end of their shift causing unpaid overtime. Aggrieved Employees were not properly
9 compensated for “on duty” meal periods. Aggrieved Employees were required to complete pre-shift
10 tasks before clocking in and to conduct post-shift tasks after clocking out. Aggrieved Employees
11 were also required to “clock out” for meal periods and continue working and to clock out for rest
12 periods. As a result, Aggrieved Employees were required to work overtime without being paid for
13 such time, and utilized synthetic timecards, which did not reflect all hours worked, to the detriment
14 of Aggrieved Employees.

15 47. At all relevant times mentioned herein, Defendants had and have a practice or policy
16 of failing to compensate Aggrieved Employees with minimum wages for all hours Aggrieved
17 Employees worked or were otherwise under Defendants’ control as a result of, without limitation,
18 failing to accurately track and/or pay for all minutes actually worked; by requiring Aggrieved
19 Employees: to come early to work and leave late work without being able to clock in for all that
20 time, to suffer under Employer’s control due to long lines for clocking in, to complete pre-shift tasks
21 before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
22 working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the
23 clock, to attend company meetings off the clock, to make phone calls or drive off the clock;
24 detrimental rounding of employee time entries; editing and/or manipulation of time entries to show
25 less hours than actually worked; and failing to pay split shift premiums. In addition, aggrieved
26 employees were required to report to work, and did report, but were not put to work and/or were
27 furnished less than half their usual or scheduled day’s work without being paid for half the usual or
28 scheduled work at their regular rate of pay, to the detriment of Aggrieved Employees.

1 48. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to provide Aggrieved Employees a thirty (30) minute uninterrupted, timely, and complete
3 meal period for days on which the employee worked in excess of five (5) and ten (10) hours per day
4 without being afforded uninterrupted, timely, and complete 30-minute meal periods or
5 compensation in lieu thereof including, without limitation, by interrupting meal periods; not
6 providing timely meal periods; failing to provide first and second meal periods; failing to provide
7 meal period waivers and/or not obtaining meal period waivers; providing short meal periods;
8 requiring that employees carry cellular telephones or walkie-talkies during meal periods; not
9 permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods as
10 employees are required to serve customers during their meal periods due to lack of coverage;
11 requiring employees input scheduled meal period times into the recording system regardless of if a
12 meal period was taken or if they were not able to take full meal periods; and auto-deducting meal
13 periods that could not be auto-deducted by law or during which employees worked, as required by
14 California wage and hour laws.

15 49. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to provide Aggrieved Employees paid, uninterrupted, timely, and complete rest periods of
17 at least ten (10) minutes per four (4) hours worked or major fractions thereof, or compensation in
18 lieu thereof, including, without limitation, by failing to provide rest periods all together; failing to
19 provide meal periods due to the high quota requirements; threatening reduced hours and termination
20 if rest periods were taken thereby leading to a culture in which employees intentionally did not take
21 rest periods; requiring that they be bundled together and/or with meal periods; interrupting them;
22 requiring that employees carry cellular telephones or walkie-talkies during rest periods not
23 providing them in a timely fashion; and not permitting employees to leave the premises; and
24 otherwise requiring on-duty/on-call rest periods, as required by California wage and hour laws.

25 50. At all times relevant hereto, Defendants had and have a policy or practice of failing
26 to permit Aggrieved Employees from taking cooldown rest periods as required under California
27 Code of Regulations, Title 8, Section 3395, and have failed to pay premium pay in lieu thereof under
28 Labor Code section 226.7.

1 51. At all times relevant hereto, Defendants had and have a policy or practice of failing
2 to pay premium payments under Labor Code section 226.7 to Aggrieved Employees for non-
3 compliant meal periods and rest periods, as well as the failure to provide cooldown periods, at the
4 proper regular rate of pay in violation of Labor Code sections 512, 226.7, and applicable wage
5 orders.

6 52. At all times mentioned herein, Defendants had and have a policy or practice of
7 issuing payment of wages due, or to become due, or as an advance on wages to be earned: (1) an
8 order, check, draft, note, memorandum, gift card, or other acknowledgment of indebtedness, which
9 was not negotiable and payable in cash, on demand, without discount, at some established place of
10 business in the state; and/or upon which the name and address did not appear on the instrument;
11 and/or at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days,
12 the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with
13 the drawee for its payment and/or (2) any scrip, coupon, or other thing redeemable, in merchandise,
14 or purporting to be payable or redeemable otherwise than in money. Plaintiff is further informed
15 and believes, and based thereon alleges that such wages were not compensated at the “regular rate”
16 of compensation as provided under Labor Code sections 226.7 and 510, subsection (a).

17 53. At all relevant times mentioned herein, Defendants had and have a policy or practice
18 of failing to comply with Labor Code section 226, subdivision (a), by intentionally failing to furnish
19 Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned;
20 total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in
21 effect during the pay period and the corresponding number of hours worked at each hourly rate by
22 the employee; the legal name of the employer and/or the name and address of the legal entity
23 securing the employer’s services if the employer is a farm labor contractor; and other such
24 information as required by Labor Code section 226, subdivision (a).

25 54. At all relevant times mentioned herein, Defendants had and have a policy or practice
26 of failing to comply with Labor Code section 226, subdivision (a), by intentionally failing to furnish
27 Aggrieved Employees with documents signed to obtain or hold employment under Labor Code
28 section 432, personnel records under Labor Code section 1198.5, and time records under Labor

1 Code section 1174, making it difficult for Aggrieved Employees to calculate their unpaid wages
2 and/or premium payments, to the detriment of Aggrieved Employees.

3 55. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to timely pay Aggrieved Employees, among other wages, all wages owed as a result of
5 Defendants' practice or policy of failing to pay, among other wages, overtime wages at the regular
6 rate of pay, minimum wages, premium wages at the regular rate of pay, paid time off, paid sick
7 leave, and vacation time owed as required by Labor Code sections 201, 202, and 203.

8 56. At all relevant times herein, Defendants had and have a policy or practice of failing
9 to pay Aggrieved Employees their paid time off and vacation time owed upon separation of
10 employment as wages at their final rate of pay in violation of Labor Code section 227.3 and
11 applicable Wage Orders.

12 57. At all relevant times mentioned herein, Defendants have had a policy or practice of
13 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
14 limitation, Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*,
15 mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering
16 mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and
17 maintenance of cellular phones and cellular phone plans by requiring employees to answer work
18 related questions, posed by their supervisors on their personal cellphones, by requiring employees
19 call their supervisor any time they were unable to report for work, such as if they were sick, in direct
20 consequence of the discharge of their duties, or of their obedience to the directions of Employer, as
21 required by Labor Code sections 2800-2802.

22 58. At all relevant times mentioned herein, Defendants have had a policy or practice of
23 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft
24 Protection Act of 2011) by, among other things, failing to provide Aggrieved Employees with the
25 rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part
26 of the minimum wage; the regular payday designated by Defendants; the name, address, and
27 telephone number of the workers' compensation insurance carrier; information regarding paid sick
28

1 leave; and other pertinent information required to be disclosed by Defendants under Labor Code
2 section 2810.5.

3 59. At all relevant times mentioned herein, Defendants failed to provide Aggrieved
4 Employees with the amount of paid sick leave required to be provided pursuant to California law
5 (including, without limitation Labor Code section 245, et seq.), and also did not permit its use upon
6 request as contemplated under California laws, to the detriment of Aggrieved Employees.

7 60. At all relevant times mentioned herein, Defendants had or have a policy or practice
8 of failing to reimburse deposits made, including uniform deposits, together with all interest owed at
9 the separation of employment in violation of Labor Code section 404.

10 61. At all relevant times mentioned herein, Defendants have had a policy or practice of
11 failing to pay Aggrieved Employees their wages in accordance with Labor Code Section 204, which
12 requires that: “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month
13 shall be paid for between the 16th and 26th day of the month during which the labor was performed,
14 and labor performed between the 16th and the last day, inclusive of any calendar month, shall be
15 paid for between the 1st and 10th day of the following month.”

16 62. At all times mentioned herein, Defendants have had, and continue to have, a policy
17 of failing to provide all working employees with suitable seats when the nature of the work
18 reasonably permits the use of seats. Defendants have also failed to place an adequate number of
19 seats in reasonable proximity to the work area and/or permitted employees to use such seats when
20 it does not interfere with the performance of their duties and employees are not engaged in the active
21 duties of their employment, and the nature of their work requires standing.

22 63. At all times mentioned herein, Defendants have had, and continue to have, a policy
23 of conducting unlawful background checks on prospective and current employees prior to making
24 a conditional offer. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 violated applicable laws by, without limitation: requiring job applicants and employees to disclose
26 their conviction history before Defendants made a conditional offer of employment; inquiring into
27 or considering the conviction history of applicants before Defendants made any conditional offers
28 of employment; considering, distributing, or disseminating information about arrests not followed

1 by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions
2 that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any
3 conviction for which the convicted person has received a full pardon or has been issued a certificate
4 of rehabilitation, while conducting conviction history background checks in connection with any
5 applications for employment; intending to deny an applicant a position of employment solely or in
6 part because of the applicant's conviction history; and asking applicants for employment to disclose,
7 through any written form or verbally, information concerning or related to an arrest, detention,
8 processing, diversion, supervision, adjudication, or court disposition that occurred while the person
9 was subject to the process and jurisdiction of the juvenile court, to the detriment of Aggrieved
10 Employees.

11 64. At all times mentioned herein, Defendants have had, and continue to have, a practice
12 or policy of relying on the salary history information of an applicant for employment as a factor in
13 determining whether to offer employment to an applicant or what salary to offer the applicant in
14 violation of Labor Code section 432.3 by including, on Defendants' application for employment, an
15 inquiry regarding current and/or former salary history information, including, without limitation,
16 compensation and benefits of the applicant for employment.

17 65. At all relevant times mentioned herein, Defendants had and have a policy or practice
18 of preventing Aggrieved Employees from using or disclosing the skills, knowledge and experience
19 they obtained at Defendants' business for purposes of competing with Defendants, including,
20 without limitation, preventing Aggrieved Employees from disclosing their wages in negotiating a
21 new job with a prospective employer and from disclosing who else works at Defendants and under
22 what circumstances that they might be receptive to an offer from a rival employer. Plaintiff is
23 informed and believes that this policy and/or practice violates Business and Professions Code
24 sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code,
25 including Labor Code sections 232, 232.5, and 1197.5, subdivision (k).

26 66. Defendants had and have a policy or practice of preventing Aggrieved Employees
27 from disclosing violations of state and federal law, either within Defendants to their managers or
28 outside to private attorneys or government officials, among others, in violation of Business and

1 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition,
2 Plaintiff is informed and believes that Defendants' herein-described policies and/or practices
3 prevent Aggrieved Employees from disclosing information about unsafe or discriminatory working
4 conditions or about wage and hour violations in violation of Labor Code section 232 and 232.5.

5 67. Defendants had and have a policy or practice of preventing Aggrieved Employees
6 from engaging in lawful conduct during non-work hours, thus violating state statutes entitling
7 employees to disclose wages, working conditions, and illegal conduct, including, without limitation,
8 Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Plaintiff is
9 informed and believes that this lawful conduct includes the exercise of Aggrieved Employee's
10 constitutional rights of freedom of speech and economic liberty.

11 68. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
12 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
13 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, and California Code of Regulations, Title 8,
14 section 11040, seeking overtime wages, minimum wages, payment of premium wages for missed
15 meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties,
16 other such provisions of California law, and reasonable attorneys' fees and costs.

17 69. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
18 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
19 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
20 appropriate and effective means to prevent further violations, as well as all monies owed but
21 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
22 restitution of amounts owed.

23 70. Plaintiff, in Plaintiff's representative capacity *only*, seeks civil penalties under Labor
24 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts on behalf of
25 only and all other Aggrieved Employees, which violate the California Labor Code as described
26 above.

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CLASS ACTION ALLEGATIONS

71. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice of the class action is provided to the class (collectively referred to as “Class Members”).

72. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class into subclasses, and to further specify or limit the issues for which certification is sought.

73. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

74. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members employed by Defendants within the State of California.

75. Accounting for employee turnover during the relevant periods necessarily increases this number. Plaintiff alleges Defendants’ employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

76. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:

- A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?

///
///

- 1 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
2 for all other time worked at the employee's regular rate of pay and a rate of pay that
3 is greater than the applicable minimum wage?
- 4 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
5 Class Members to take compliant meal periods?
- 6 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
7 with additional wages for missed or interrupted meal periods?
- 8 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
9 Class Members to take compliant rest periods?
- 10 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
11 with additional wages for missed rest periods?
- 12 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
13 Members upon termination or resignation all wages earned?
- 14 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
15 section 203?
- 16 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
17 Class Members with accurate wage statements?
- 18 J. Did Defendants fail to pay Class Members in a timely fashion as required under
19 Labor Code section 204?
- 20 K. Did Defendants violate the Unfair Competition Law, Business and Professions Code
21 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 22 L. Are Class Members entitled to restitution of wages under Business and Professions
23 Code section 17203?
- 24 M. Are Class Members entitled to costs and attorneys' fees?
- 25 N. Are Class Members entitled to interest?

26 C. **Typicality**

- 27 77. The claims of Plaintiff herein alleged are typical of those claims which could be
28 alleged by any Class Members, and the relief sought is typical of the relief which would be sought

1 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
2 damages arising out of and caused by Defendants' common course of conduct in violation of laws
3 and regulations that have the force and effect of law and statutes as alleged herein.

4 **D. Adequacy of Representation**

5 78. Plaintiff will fairly and adequately represent and protect the interest of Class
6 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
7 hour class actions.

8 **E. Superiority of Class Action**

9 79. A class action is superior to other available means for the fair and efficient
10 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
11 questions of law and fact common to Class Members predominate over any questions affecting only
12 individual Class Members. Class Members, as further described therein, have been damaged and
13 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
14 violation of the Labor Code at times, as set out herein.

15 80. Class action treatment will allow Class Members to litigate their claims in a manner
16 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
17 any difficulties that are likely to be encountered in the management of this action that would
18 preclude its maintenance as a class action.

19 **PAGA REPRESENTATIVE ALLEGATIONS**

20 81. 51. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was
21 employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth
22 herein. Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable
23 attorneys' fees and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the
24 PAGA Period.

25 82. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
26 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
27 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
28 PAGA allegations described herein is not required.

1 83. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
2 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
3 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
4 PAGA Period.

5 84. On or around May 20, 2026, Plaintiff provided written notice pursuant to Labor Code
6 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
7 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
8 by certified mail, with return receipt requested to Defendants, and each of them ("PAGA Notice").

9 85. Plaintiff also provided Defendants, and each of them, with notice under Labor Code
10 section 2810.3, subdivision (d) that Plaintiff would seek to hold them liable for each other's wage
11 and hour violations under Labor Code section 2810.3 on May 20, 2026 by certified mail with return
12 receipt requested.

13 86. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
14 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
15 calendar days of the May 20, 2026, postmarked date of the herein-described notice sent by Plaintiff
16 to the LWDA and Defendants.

17 87. To the extent Defendants, or either of them, previously used the notice and cure
18 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
19 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
20 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
21 conference process pursuant to section 2699.3(f).

22 88. In the event that Defendants, or either of them, is/are determined to have satisfied
23 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
24 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
25 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

26 89. In the event that Defendants, or either of them, is/are determined to have, prior to
27 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
28 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions

1 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
2 2699(g)(1)-(3).

3 90. In the event that Defendants, or either of them is/are deemed to have adequately taken
4 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
5 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
6 Code section 2699(h)(1)-(3).

7 91. In the event, the LWDA and/or a court issued a finding or determination to the
8 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
9 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
10 any of them, would be subject to heightened penalties pursuant to Labor Code sections
11 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
12 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
13 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
14 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among
15 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
16 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
17 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

18 **FIRST CAUSE OF ACTION**

19 **(Failure to Pay Overtime Wages – Against All Defendants)**

20 92. Plaintiff realleges and incorporates by reference all of the allegations contained in
21 the preceding paragraphs as though fully set forth hereat.

22 93. At all relevant times, Plaintiff and Class Members were employees or former
23 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
24 Wage Orders.

25 94. At all times relevant to this Complaint, Labor Code section 510 was in effect and
26 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
27 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
28 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

1 95. At all times relevant to this Complaint, Labor Code section 510 further provided that
2 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
3 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
4 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
5 pay.”

6 96. Four (4) years prior to the filing of the Complaint in this Action through the present,
7 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
8 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
9 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
10 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
11 actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to
12 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come
13 early to work and leave late work without being able to clock in for all that time, to complete pre-
14 shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
15 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
16 equipment off the clock, to attend company meetings off the clock, to make phone calls off the
17 clock, to drive off the clock, and/or go through security screenings and/or temperature checks off
18 the clock; failing to include all forms of remuneration, including non-discretionary bonuses,
19 incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into
20 the regular rate of pay for the pay periods where overtime was worked and the additional
21 compensation was earned for the purpose of calculating the overtime rate of pay; and by detrimental
22 rounding of employee time entries, editing and/or manipulation of time entries; to the detriment of
23 Plaintiff and Class Members.

24 97. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
25 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
26 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
27 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
28 applicable IWC Wage Orders, and California law.

98. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

99. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

100. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

101. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

102. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage; engaged, suffered, or permitted employees to work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to work and leave late work without being able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls off the clock; to drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; failing to pay split shift premiums; and failing to pay reporting time pay; to the detriment of Plaintiff and Class Members.

103. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

///

104. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

105. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

106. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

107. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

108. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

109. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

110. By their failure to provide Plaintiff and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, at times,

1 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
2 violated the provisions of Labor Code section 512 and applicable Wage Orders.

3 111. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
4 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
5 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

6 112. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
7 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
8 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
9 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

10 **FOURTH CAUSE OF ACTION**

11 **(Failure to Provide Rest Periods – Against All Defendants)**

12 113. Plaintiff realleges and incorporates by reference all of the allegations contained in
13 the preceding paragraphs as though fully set forth hereat.

14 114. At all relevant times, Plaintiff and Class Members were employees or former
15 employees of Defendants covered by applicable Wage Orders.

16 115. California law and applicable Wage Orders require that employers "authorize and
17 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
18 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-
19 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
20 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
21 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
22 thirty (30) minutes of paid rest period.

23 116. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
24 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
25 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
26 regular rate of compensation for each work day that the rest period is not provided.

27 117. For four (4) years prior to the filing of the Complaint in this Action through the
28 present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete,

1 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
2 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
3 Member's regular rate of compensation on the occasions that Class Members were not authorized
4 or permitted to take compliant rest periods.

5 118. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
6 rest periods contemplated by California law, and one (1) additional hour of pay at the employee's
7 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants
8 willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

9 119. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
10 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
11 owed for rest periods that they were not authorized or permitted to take.

12 120. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
13 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
14 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
15 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

16 **FIFTH CAUSE OF ACTION**

17 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

18 121. Plaintiff realleges and incorporates by reference all of the allegations contained in
19 the preceding paragraphs as though fully set forth hereat.

20 122. At all relevant times, Plaintiff and Class Members were employees or former
21 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
22 Wage Orders.

23 123. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
24 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
25 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
26 discharge immediately upon termination. Class Members who resigned were entitled to payment
27 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
28

1 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
2 unpaid at the time of resignation.

3 124. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
4 years before the filing of the Complaint in this Action through the present, Defendants, due to the
5 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
6 Members all wages earned prior to resignation or termination in accordance with Labor Code
7 sections 201 or 202.

8 125. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
9 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
10 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
11 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
12 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
13 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
14 or resignation.

15 126. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
16 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
17 resignation, until paid, up to a maximum of thirty (30) days.

18 127. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
19 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
20 prior to termination or resignation.

21 128. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
22 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
23 waiting time penalties, interest, and their costs of suit, as well.

24 **SIXTH CAUSE OF ACTION**

25 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

26 129. Plaintiff realleges and incorporates by reference all of the allegations contained in
27 the preceding paragraphs as though fully set forth hereat.

28 ///

1 130. At all relevant times, Plaintiff and Class Members were employees or former
2 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

3 131. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
4 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
5 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
6 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
7 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
8 employer; among other things.

9 132. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
10 before the filing of the Complaint in this Action through the present, Defendants failed to comply
11 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
12 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
13 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
14 all applicable hourly rates in effect during the pay period and the corresponding number of hours
15 worked at each hourly rate; and the name and address of the legal entity that is the employer; among
16 other things.

17 133. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
18 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
19 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
20 provided wage statements that Defendants knew were not accurate.

21 134. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
22 suffered injury. The absence of accurate information on Class Members' wage statements at times
23 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
24 mathematical computations to determine the amount of wages owed; causes difficulty and expense
25 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
26 about wages and amounts deducted from wages to state and federal governmental agencies, among
27 other things.

28 ///

1 135. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
2 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
3 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
4 pay period, not to exceed an aggregate \$4,000.00 per employee.

5 136. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
6 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
7 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
8 attorneys' fees, and costs of suit.

9 **SEVENTH CAUSE OF ACTION**

10 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

11 137. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
12 incorporate each by reference as though fully set forth hereat.

13 138. At all relevant times, Plaintiff and Class Members were employees or former
14 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

15 139. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th
16 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
17 during which the labor was performed, and labor performed between the 16th and the last day,
18 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
19 month.”

20 140. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
21 independent and apart from, any other penalty provided in this article, every person who fails to pay
22 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
23 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
24 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
25 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
26 percent of the amount unlawfully withheld.”

27 141. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
28 before the filing of the Complaint in this Action through the present, Defendants employed policies

1 and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with
2 Labor Code section 204.

3 142. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
4 recover penalties for Defendants' violations of Labor Code section 204, in the amount of one
5 hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200)
6 for each subsequent violation in connection with each payment that was made in violation of Labor
7 Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

8 143. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
9 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
10 interest, and their costs of suit, as well.

11 **EIGHTH CAUSE OF ACTION**

12 **(Unfair Competition – Against All Defendants)**

13 144. Plaintiff realleges and incorporates by reference all of the allegations contained in
14 the preceding paragraphs as though fully set forth hereat.

15 145. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
16 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
17 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
18 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at
19 least four (4) years prior to the filing of this action and continuing to the present, Defendants have
20 had a consistent policy of failing to provide Plaintiff and similarly situated employees or former
21 employees within the State of California with the rights provided to them under the Healthy
22 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
23 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive
24 advantage over other comparable companies doing business in the State of California that comply
25 with their obligations to compensate employees in accordance with the Labor Code.

26 146. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
27 Members have suffered injury in fact and lost money or property.

28 ///

1 147. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
2 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
3 Code and requiring the establishment of appropriate and effective means to prevent further
4 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
5 including interest thereon, in which they had a property interest and which Defendants nevertheless
6 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
7 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
8 by their failure to comply with the Labor Code.

9 148. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
10 Procedure section 1032 and interest under Civil Code section 3287.

11 **NINTH CAUSE OF ACTION**

12 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

13 149. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
14 preceding paragraphs as though fully set forth hereat.

15 **Civil Penalties Under Labor Code § 210**

16 150. At all relevant times herein, Labor Code section 204, requires and required that:
17 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid
18 for between the 16th and 26th day of the month during which the labor was performed, and labor
19 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
20 between the 1st and 10th day of the following month.”

21 151. At all relevant times herein, Labor Code section 210, subdivision (a), states and
22 stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in
23 this article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
24 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
25 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
26 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
27 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

28 ///

1 152. At all relevant times herein, Defendants have had a consistent policy or practice of
2 failing to pay Aggrieved Employees during their employment on a timely basis as per Labor Code
3 section 204. Thus, pursuant to Labor Code section 210, Aggrieved Employees are entitled to
4 recover civil penalties for Defendants' violations of Labor Code section 204, in the amount of one
5 hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and
6 two hundred dollars (\$200) for each Aggrieved Employee for each subsequent violation in
7 connection with each payment that was made in violation of Labor Code section 204.

8 153. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
9 particular Labor Code violation(s) that Plaintiff experienced.

10 Civil Penalties Under Labor Code § 226.3

11 154. Defendants had and have a policy or practice of failing to comply with Labor Code
12 section 226, subdivision (a), by intentionally failing to furnish Plaintiff and Aggrieved Employees
13 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
14 wages earned; the name and address of each employer with whom they have been placed to work;
15 all applicable hourly rates in effect during the pay period and the corresponding number of hours
16 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
17 entity securing the employer's services if the employer is a farm labor contractor; and other such
18 information as required by Labor Code section 226, subdivision (a).

19 155. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
20 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
21 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
22 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
23 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

24 156. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
25 this section are in addition to any other penalty provided by law."

26 157. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
27 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
28 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all

1 deductions; all applicable hourly rates in effect and the corresponding number of hours worked at
2 each hourly rate in effect during the pay period; the legal name of the employer and/or the name and
3 address of the legal entity securing the employer's services if the employer is a farm labor contractor;
4 and other such information as required by Labor Code section 226, subdivision (a).

5 158. Pursuant to Labor Code section 226.3, Aggrieved Employees are entitled to recover
6 civil penalties for Defendants' violation of Labor Code section 226, subdivision (a), in the amount
7 of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial
8 violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for each
9 subsequent violation.

10 159. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
11 particular Labor Code violation(s) that Plaintiff experienced.

12 Violation of Labor Code § 558

13 160. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
14 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
15 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
16 penalty as follows:

- 17 A. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
18 pay period for which the employee was underpaid in addition to an amount sufficient
19 to recover underpaid wages;
- 20 B. For each subsequent violation, one hundred dollars (\$100) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to
22 an amount sufficient to recover underpaid wages;
- 23 C. Wages recovered pursuant to this section shall be paid to the affected employee."

24 161. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
25 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
26 failing to provide written notice in the language Defendant normally uses to communicate
27 employment-related information to the employee, containing the following information: pay the
28 rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part

1 of the minimum wage; the regular payday designated by Defendants; Defendants' name(s),
2 including "doing business as" names used; the name, address, and telephone number of the workers'
3 compensation insurance carrier; information regarding paid sick leave; and other pertinent
4 information required to be disclosed by Defendants.

5 162. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 558, Aggrieved Employees are entitled to recover civil penalties for
7 Defendants' herein-described Labor Code violations in the amount fifty dollars (\$50) for each
8 Aggrieved Employee per pay period for the initial violation, and one hundred dollars (\$100) for
9 each Aggrieved Employee per pay period for each subsequent violation.

10 163. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
11 particular Labor Code violation(s) that Plaintiff experienced.

12 Violation of Labor Code § 1174.5

13 164. At all times mentioned herein, Labor Code section 1174, subdivision (b), has
14 required every person employing labor in California to "[a]llow any member of the commission or
15 the employees of the Division of Labor Standards Enforcement free access to the place of business
16 or employment of the person to secure any information or make any investigation that they are
17 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
18 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
19 or papers of the person."

20 165. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
21 every person employing labor in California to "[k]eep a record showing the names and addresses of
22 all employees employed and the ages of all minors."

23 166. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
24 every person employing labor in California to "[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
27 piece rate paid to, employees employed at the respective plants or establishments. These records
28 shall be kept in accordance with rules established for this purpose by the commission, but in any

1 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
2 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
3 earned.”

4 167. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
5 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
6 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
7 member of the commission or employees of the division to inspect records pursuant to subdivision
8 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

9 168. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
10 willfully failed to keep adequate or accurate time records including wage statements and similar
11 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
12 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
13 under Labor Code section 1174.

14 169. As a direct and proximate result of the herein-described Labor Code violations,
15 pursuant to Labor Code section 1174.5, Aggrieved Employees are entitled to recover civil penalties
16 for Defendants’ herein-described Labor Code violations in the amount of five hundred dollars
17 (\$500) per violation per Aggrieved Employee.

18 170. Plaintiff does not seek to recover Plaintiff’s 25% share of civil penalties for the
19 particular Labor Code violation(s) that Plaintiff experienced.

20 Violation of Labor Code § 1197.1

21 171. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
22 person acting either individually or as an officer, agent, or employee of another person, who pays
23 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
24 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
25 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
26 Section 203 as follows:

- 27 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
28 for each underpaid employee for each pay period for which the employee is

1 underpaid. This amount shall be in addition to an amount sufficient to recover
2 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
3 penalties imposed pursuant to Section 203.

4 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
5 (\$250) for each underpaid employee for each pay period for which the employee is
6 underpaid regardless of whether the initial violation is intentionally committed. This
7 amount shall be in addition to an amount sufficient to recover underpaid wages,
8 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
9 pursuant to Section 203.

10 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
11 Section 203, recovered pursuant to this section shall be paid to the affected
12 employee.”

13 172. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
14 Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation,
15 routinely failing to pay Aggrieved Employees’ minimum wages for all hours Aggrieved Employees
16 worked or were otherwise under Defendants’ control due to, without limitation, routinely failing to
17 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
18 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
19 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
20 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

21 173. As a direct and proximate result of the herein-described Labor Code violations,
22 pursuant to Labor Code section 1197.1, Aggrieved Employees are entitled to recover civil penalties
23 for Defendants’ herein-described Labor Code violations in the amount one hundred dollars (\$100)
24 for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty
25 dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

26 174. Plaintiff does not seek to recover Plaintiff’s 25% share of civil penalties for the
27 particular Labor Code violation(s) that Plaintiff experienced.

28 ///

Civil Penalties Under Labor Code § 2699

175. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

176. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code except those for which a civil penalty is specifically provided, the established civil penalty for a violation of those provisions is as follows: if, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

177. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described herein, including, without limitation, for the failure to provide Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to California and local laws and provide written notice in the language Defendant normally uses to communicate employment-related information to the employee, containing the following information: pay the rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part of the minimum wage; the regular payday designated by Defendants; Defendants' name(s), including "doing business as" names used; the name, address, and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed by Defendants under Labor Code section 2810.5.

178. Moreover, Aggrieved Employees within the State of California are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

///

1 179. Plaintiff does not seek to recover Plaintiff's 25% share of civil penalties for the
2 particular Labor Code violation(s) that Plaintiff experienced.

3 **DEMAND FOR JURY TRIAL**

4 180. Plaintiff demands a trial by jury on all causes of action contained herein.

5 **PRAYER**

6 181. WHEREFORE, on behalf of himself, Class Members and Aggrieved Employees,
7 Plaintiff prays for judgment against Defendants as follows:

- 8 A. An order certifying this case as a Class Action;
- 9 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
10 counsel as class counsel;
- 11 C. Damages for all wages earned and owed, including minimum and overtime wages,
12 and unpaid wages for vested vacation time, under Labor Code sections 227.3, 510,
13 558.1, 1194, 1197 and 1199;
- 14 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 15 E. Damages for unpaid premium wages from missed meal and rest periods under,
16 among other Labor Code sections, 512, 558.1 and 226.7;
- 17 F. Penalties for inaccurate wage statements under Labor Code sections 226,
18 subdivision (e) and 558.1;
- 19 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 20 H. Penalties to timely pay wages under Labor Code section 210;
- 21 I. Damages under Labor Code sections 2802 and 558.1;
- 22 J. Preliminary and permanent injunctions prohibiting Defendants from further
23 violating the California Labor Code and requiring the establishment of appropriate
24 and effective means to prevent future violations;
- 25 K. Restitution of wages and benefits due which were acquired by means of any unfair
26 business practice, according to proof;
- 27 L. For attorneys' fees in prosecuting this action;

28 ///

- 1 M. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
2 1174.5, 1197.1, and 2699 for all Aggrieved Employees aside from Plaintiff;
3 N. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
4 210, 226.3, 558, 1174.5, 1197.1, and 2699;
5 O. Pre-judgment and post-judgment interest;
6 P. For costs of suit incurred herein; and
7 Q. For such other and further relief as the Court deems just and proper.

8
9 Dated: July 24, 2026

BIBIYAN LAW GROUP, P.C.

10
11 BY: /s/ Brandon M. Chang

12 BRANDON M. CHANG

13 Attorneys for Plaintiff RAJITHA YAHAN KURUPPU,
14 on behalf of himself and all others similarly situated
15 and aggrieved
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On August 3, 2026, and pursuant to the California Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** to be served by electronic transmission via Case Anywhere to the parties and/or counsel as set forth in the below service list:

FISHER & PHILLIPS LLP

Lonnie D. Giamela
lgiamela@fisherphillips.com
444 South Flower Street, Suite 1500
Los Angeles, CA 90071

Lirit A. King
lking@fisherphillips.com
21600 West Oxnard Street, Suite 650
Woodland Hills, CA 91367

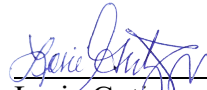
Attorneys for Defendants, MALIBU OIL, INC., et. al.

☒ **BY CASE ANYWHERE:**

Based on the Court's Order regarding Electronic Service or an agreement by the parties to accept service by electronic transmission, I caused the document(s) described above to be electronically served to the persons at the e-mail address listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 3, 2026, at Los Angeles, California.


Lorie Gutierrez