ELECTRONICALLY
FILED
9/14/2026 2:53 PM

San Luis Obispo Superior Court
By: _____
Sonja Delcid, Deputy Clerk

Navid Barahmand (SBN. 340934)
navid@barahmandlaw.com
BARAHMAND LAW GROUP
23801 Calabasas Road, Suite 2034
Calabasas, California 91302
tel: (818) 574-3355
fax: (818) 574-3757

Elliot J. Siegel (Bar No. 286798)
elliot@kingsiegel.com
KING & SIEGEL LLP
724 S. Spring Street, Suite 201
Los Angeles, CA 90014
tel: (213) 465-4802
fax: (213) 465-4803

Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN LUIS OBISPO

Krystal Wilson, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

C-Store Services, Inc., a California Corporation; **Salaheddin Hassan**, an individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO. 26CV-0592

REPRESENTATIVE COMPLAINT FOR:

1) **PAGA Penalties (Labor Code §§ 2698, *et seq.*)**

Plaintiff Krystal Wilson, on behalf of the State of California, solely in her representative capacity as a private attorney general under the Private Attorney General Act of 2004, Labor Code § 2699, et seq. ("PAGA"), hereby brings this action on behalf of all "aggrieved employees" and alleges as follows, by and through her counsel of record:

PAGA ONLY ACTION

1. PAGA authorizes "an aggrieved employee, acting as a proxy or agent of the state Labor and Workforce Development Agency, to bring a civil action against an employer on behalf of himself or herself and other current or former employees to recover civil penalties for Labor Code violations they have sustained." *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal. 2023).

2. "PAGA is designed primarily to benefit the general public, not the party bringing the action." *Id.*, at 1117. "A PAGA claim for civil penalties is fundamentally a law enforcement action. The government entity on whose behalf the plaintiff files suit is the real party in interest." *Id.* PAGA's default civil penalties are thus calculated to punish the employer for wrongdoing and to deter violations rather than "compensate employees for actual losses incurred." *Id.*

3. Ms. Wilson does not bring suit in her individual capacity and does not assert any individual claims—she seeks only to recover civil penalties on behalf of the State of California and other Aggrieved Employees as permitted under PAGA—she brings this action solely in her representative capacity under the PAGA on behalf of the State of California and the other aggrieved employees of Defendants. *See, e.g.*, *Balderas v. Fresh Start Harvesting, Inc.*, 101 Cal. App. 5th 533, 539 (2024), *as modified* (Apr. 18, 2024); *Rodriguez v. Packers Sanitation Servs. LTD., LLC*, 109 Cal. App. 5th 69, 75, 330 Cal. Rptr. 3d 256, 260 (2025), *reh'g denied* (Mar. 19, 2025) ("We will affirm the order on the ground that Parra is not asserting individual PAGA claims in this case, and the trial court therefore could not have erred by failing to compel such claims to arbitration."); *Galarsa v. Dolgen California, LLC*, 115 Cal. App. 5th 1, 15 (2025), *as modified* (Oct. 8, 2025) ("[T]he subdivision permitted the employee, as a representative of the [LWDA], to bring a PAGA action seeking the recovery of civil penalties (1) for the Labor Code violations suffered only by the employee, (2) for the Labor Code violations suffered only by other employees, or (3) both.").

4. To the extent that statutory violations are mentioned for wage violations, Ms. Wilson does not seek underlying general and/or special damages for those violations, but only references those

predicate violations as part of the State's claim for civil penalties under PAGA.

5. Nothing in this complaint is—or should be construed—as an attempt to seek any relief that would not be available in a PAGA-only proceeding.

THE PARTIES

6. Plaintiff **Krystal Wilson** ("Plaintiff") is a resident of the County of San Luis Obispo in the State of California. Ms. Wilson was employed as an hourly, non-exempt employee, of Defendants from in or around December 8, 2025 until May 25, 2026.

7. Defendant **C-Store Services, Inc.** ("C-Store") is a California corporation with a principal place of business of 2860 North Santiago Blvd, Orange, California 92867. On information and belief, employs at least 100 hourly, non-exempt employees.

8. Defendant **Salaheddin Hassan** ("Hassan") is the Chief Executive Office at C-Store. Upon information and belief, he is a resident of the County of Orange in the State of California. Upon information and belief, as Mr. Hassan is a managing agent, director, and/or officer of Defendants and because he caused or directed the acts described herein, he is personally liable for the Labor Code violations set forth in this Complaint under Labor Code section 558.1.

9. The true names and capacities of the defendants named herein as Does 1-10, inclusive (together with C-Store and Hassam as "Defendants"), are unknown to Plaintiff at this time. Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a California resident and/or does substantial business in the State of California. At all relevant times, Does 1-10 were acting within the course and scope of their employment and agency with Defendants. Plaintiff is informed and believes that each Doe Defendant is responsible for the injuries and damages alleged herein. Plaintiff will amend this complaint to reflect Does 1-10's true names and capacities when they have been determined.

10. Except as otherwise noted herein, Defendants participated in the acts alleged herein and/or were the agents, servants, employees, or representatives of the other Defendants. At all times relevant to this complaint, Defendants were acting within the course, scope, and authority of their agency and employment such that the acts of one defendant are legally attributable to the other Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and Aggrieved

Employees in that each of them exercised control over the wages, hours, and/or working conditions of Defendants' hourly non-exempt employees.

JURISDICTION AND VENUE

11. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code, IWC Wage Orders, and Code of Civil Procedure.

12. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and similarly situated employees within and throughout San Luis Obispo County.

GENERAL ALLEGATIONS

13. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7. Upon information and belief, Aggrieved Employees, including Plaintiff, were required to skip or interrupt their meal and/or rest periods to serve customers, otherwise interrupt or cut short their meal and/or rest periods, or remain on duty and under Defendants' control during their meal and/or rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices. This included, without limitation, Defendants requiring Aggrieved Employees, including Plaintiff, to continue servicing gas station clientele due to the press of their job duties.

14. Furthermore, as a matter of uniform and systemic policy, Defendants authorize nonexempt employees working a shift in excess of ten hours to receive only one thirty-minute meal period rather than the two they are entitled to under law.

15. Accordingly, Defendants failed to authorize and permit compliant meal periods as required by law.

16. In the same manner, and as a matter of uniform and systemic policy, Defendant required non-exempt employees to continue working during their rest periods to serve customers, answering phone calls, otherwise interrupting or cut short their rest periods, or remain on duty and under Defendants' control during their rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices. Additionally, on many occasions, employees were required to

interrupt or forego rest periods entirely to assist customers, respond to management directives, or continue working due to insufficient staffing.

17. Accordingly, Defendants failed to authorize and permit compliant rest periods as required by law.

18. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy of denying all required compensation in lieu of meal and rest periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal and rest periods.

19. Defendants further failed to compensate employees for all time worked time when employees were forced to interrupt and/or work through their meal periods but were clocked out under Defendants' time-keeping system (and therefore treated as not working). This resulted in employees being denied both straight time and overtime pay,[1] where applicable, for the time during which they were on call or under Defendants' control despite being off the clock for timekeeping purposes.

20. Defendants also failed to comply with California law regarding reporting time pay. Upon information and belief, employees were required to show up to their regularly scheduled shifts but on multiple occasions were sent home without being allowed to work or were put to work for half of their regularly scheduled shift length. On such occasions, upon information and belief, employees were not paid sufficient amounts under law when sent home without any work and/or were not paid at least half their scheduled shift length.

21. In the same manner, and as a matter of uniform and systemic policy, Defendants failed to pay non-exempt employees, including Plaintiff, for all hours worked by requiring them to travel between multiple work locations during the workday without compensating them for such travel time.

22. Upon information and belief, Defendants regularly required employees to report to and perform work at multiple locations during the same workday for Defendants' benefit. Despite requiring

[1] Upon information and belief, Defendants also failed to pay overtime (and meal/rest period premiums) at the correct rate of pay by failing to properly calculate the "blended" regular rate of pay for Aggrieved Employees who were entitled to shift differential payments in the same pay period in which they worked qualifying overtime (or earned premium payments).

such travel as part of employees' job duties and under Defendants' direction and control, Defendants failed to compensate employees for all time spent traveling between work locations. By way of example, Plaintiff was routinely required to travel between Defendants' locations, including between Oceano, Guadalupe, and Arroyo Grande, without being compensated for such travel time. As a result, Defendants failed to pay employees all minimum wages and, where applicable, overtime wages for all hours worked.

23. As a matter of uniform and systemic policy, Defendants required non-exempt employees to utilize their personal cell phones for work-related purposes, including answering texts and calls from their supervisors while at work or on a break, for purposes of scheduling and rescheduling future work, being assigned tasks, and general administrative matters. Defendants further failed to compensate their non-exempt employees for reasonable costs associated with utilizing their personal cell phones for work-related purposes.

24. Additionally, Defendants required non-exempt employees to use their personal vehicles for work-related purposes, including driving between Defendants' locations while on-the-clock, without reimbursing employees for mileage, fuel, or vehicle expenses.

25. As a matter of uniform and systematic policy, Defendants failed to provide suitable seating to Plaintiff and non-exempt employees as required by Wage Order No. 5-2001. Upon information and belief, Plaintiff and the Aggrieved Employees spent substantial portions of their shifts operating the cash register, assisting customers at the checkout counter, and performing other stationary tasks for which the nature of the work reasonably permitted the use of a seat. Despite this, Defendants failed to provide suitable seating at the checkout area or otherwise permit employees to perform such work while seated, instead requiring employees to remain standing throughout their shifts.

26. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt employees with accurate itemized wage statements in accordance with California's Labor Code. Upon information and belief, Defendants failed to furnish Plaintiff, or Aggrieved Employees, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing sick pay, gross wages earned, all deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked, including the unpaid premium payments owed to Plaintiffs and the Aggrieved Employees for their missed

meal and rest breaks.

FIRST CAUSE OF ACTION

California Labor Code §2699, et seq.

Private Attorneys General Act ("PAGA") Penalties

(Plaintiff and Aggrieved Employees Against Defendants)

27. Standing. Under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees to recover penalties for an employer's violations of the Labor Code and IWC Wage Orders.

28. Plaintiff is an "aggrieved employee" with standing to bring an action under PAGA, as she was employed by Defendants during the applicable statutory period and suffered the Labor Code violations alleged herein.

29. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil penalties for Defendants' violation of Labor Code §§ 201, 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 351, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198[2], 1198.5, 1199, 1401 and 2802 as described herein, plus attorneys' fees and costs.

30. Plaintiff does not bring suit in her individual capacity and does not assert any individual claims—she seeks only to recover civil penalties on behalf of the State of California and other Aggrieved Employees as permitted under PAGA—she brings this action solely in her representative capacity under the PAGA on behalf of the State of California and the other aggrieved employees of Defendants.

31. Entitlement to Penalties. Under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698, et seq., an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees, against whom a violation of the

[2] Defendants also denied Aggrieved Employees the right to suitable seating. Wage Order No. 5 provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." *Id.* § 11050(14)(A) (emphasis added). "When the employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties." *Id.* § 11050(14)(B).

same provision(s) was committed, as well as the general public, to recover penalties for an employer's violations of the Labor Code and IWC Wage Orders within one year of filing a notice to the Labor and Workforce Development Agency.

32. These penalties shall be allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the aggrieved employees.

33. These penalties may be "stacked" separately for each of Defendants' violations of the Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g.*, *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also O'Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

34. The Aggrieved Employees are entitled to civil penalties under PAGA arising from the following predicate violations of the Labor Code.[3]

35. *Failure to Pay Minimum Wage for All Hours Worked*. California law requires employers to compensate employees for all time that an employee is "suffered or permitted to work," which includes all time "when any employer 'directs, commands or restrains' an employee." *See, e.g.*, *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000).

36. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours worked because Defendants required its non-exempt employees to work through their legally mandated meal and/or rest period or remain on duty and under Defendants' control during their meal and/or rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices. Accordingly, Defendants failed to pay Plaintiff and Aggrieved Employees for all hours worked where they were under the control of Defendants.

37. *Failure to Pay Required Overtime*. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a

[3] To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but only references them as part of the State's claim for civil penalties under PAGA for those predicate violations.

daily or weekly basis.

38. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp*., 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

39. Plaintiff and other Aggrieved Employees were not paid overtime premiums at the correct rate of pay for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week for the reasons set forth above.

40. *Failure to Provide Compliant Meal Periods*. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC. "An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . . .an employer's obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

41. Defendants' policies and practices served to deprive the Aggrieved Employees of legally compliant 30-minute breaks free of employer control and/or relieved of all duties as described above. Upon information and belief, Defendants also failed to pay all required premium payments at the at the correct rate of pay.

42. *Failure to Provide Compliant Rest Periods*. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC. On information and belief, Defendants failed to authorize or permit all required compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest periods, interrupt rest periods, work through rest periods, or remain under Defendant's control during breaks due to Defendants' policies and practices as described above. Upon information and belief, Defendants also failed to pay all required premium payments at the at the correct rate of pay.

43. *Failure to Provide Reporting Time Pay*. Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the Industrial Welfare Commission (IWC) or from violating, refusing, or neglecting to comply with any order of the commission's orders regarding wages, hours, and working conditions. Labor Code § 1198 states that the standard conditions of labor fixed by the commission shall be the standard conditions of labor for employees and forbids the employment of any employee under conditions of labor prohibited by the commission's wage orders.

44. Wage Order 5-2001 requires that each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

45. Defendants failed to pay reporting time to employees who were required to report into work within the meaning of the Wage Orders but were not put to work or were furnished less than half of their usual or scheduled shift. *See* Wage Order No. 5-2001, Section 5. *Ward v. Tilly's, Inc.*, 31 Cal. App. 5th 1167, 1183 (2019), review denied (May 15, 2019).

46. *Failure to Provide and Maintain Compliant Wage Statements*. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or her social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

47. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees' wage statements inaccurately reflected gross and net wages earned. Defendants' failure to compensate all hours worked, earned premium pay, and/or all required overtime hours and rates further left the wage

statements they provided to employees to be inaccurate.

48. Defendants have also failed to keep accurate payroll records for Plaintiff and Aggrieved Employees in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate payroll records reflecting hours worked and wages earned has impeded Plaintiff and Aggrieved Employees' ability to calculate unpaid wages earned.

49. *Failure to Provide and Maintain Records.* Labor Code § 226 additionally provides that employers "shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer" and that employers "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Labor Code § 226 also requires that Defendants provide

50. Labor Code § 1198.5 provides that "[u]pon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request . . ."

51. Labor Code § 432 provides that "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

52. Labor Code § 1174 requires employers to maintain payroll records showing the hours worked daily by all employees, for a time not less than three years. Industrial Wage Order No. 5, Section 7 requires that an employer maintain "time records showing when the employee begins and ends each work period" and make those records available to any employee upon reasonable request. *Id.*

53. Plaintiff Krystal Wilson, through counsel, requested copies of her records kept in accordance with Labor Code §§ 226, 432, 1174, and 1198.5 by certified letter on May 28, 2026.

54. Defendants did not provide Ms. Wilson with all records required to be produced by these statutes by these deadlines.

55. Defendants have a policy and practice of denying requests for employee records to their current and former employees in California that violates Labor Code §§ 226, 432, 1174, and 1198.5 and the Wage Orders. Under information and belief, Defendants also fail to maintain these records for the

statutorily prescribed length of time.

56. *Failure to Reimburse Necessary Business Expenses.* Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." Lab. Code § 2802.

57. On information and belief, Defendants required Aggrieved Employees to use their personal cellphones in the regular course of employment by answering texts and/or calls from their supervisors for purposes of scheduling and re-scheduling future work, being assigned tasks, general administrative matters, but failed to reimburse them for this usage. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 ("We hold that when employees must use their personal cell phones for work related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.").

58. Additionally, Defendants required non-exempt employees to use their personal vehicles for work-related purposes, including driving between Defendants' locations while on-the-clock, without reimbursing employees for mileage, fuel, or vehicle expenses.

59. Procedural Requirements Met. On July 9, 2026, Plaintiff electronically filed a notice of claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive notice from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice from the LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. On September 13, 2026, the sixty-five-day notice period expired as to all defendants. Since the LWDA took no steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy of Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

60. Plaintiff—as a representative of the People of the State of California—is entitled to seek any and all penalties otherwise capable of being collected by the Labor Commission or Department of Labor Standards Enforcement ("DLSE") on behalf of the State of California through this Action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

A. For civil penalties under PAGA to be determined by trial;

B. For pre- and post-judgment interest as allowed;

C. For preliminary and permanent injunctive relief;

D. For reasonable attorney's fees and costs and expert fees and costs; and

E. For such other relief as this Court deems just and proper.

Dated: September 14, 2026

KING & SIEGEL, LLP

By: */s/ Elliot J. Siegel*
Elliot J. Siegel
Attorneys for Plaintiff

Dated: September 14, 2026

BARAHMAND LAW GROUP

By: */s/ Navid Barahmand*
Navid Barahmand
Attorneys for Plaintiff

EXHIBIT A

BARAHMAND LAW GROUP
23801 Calabasas Road, Suite 2034
Calabasas, California 91302
Office: (818) 574-3355 | Direct: (818) 574-3210
www.BarahmandLaw.com

July 17, 2026

Original filed online via the LWDA's PAGA Claim Notice Portal

LABOR & WORKFORCE DEVELOPMENT AGENCY
1515 Clay Street, Suite 801
Oakland, CA 94612

Sent via U.S. Certified Mail and Email to: c.Elaine@hnsenergy.com

GKL Corporate/Search, Inc. – Agent for Service of Process
C-STORE SERVICES, INC.
One Capitol Mall, Suite 350
Sacramento, California 95814

***Re*: Private Attorneys General Act ("PAGA") Notice Letter of Krystal Wilson on Behalf of Herself and Aggrieved Employees Under California Labor Code Section 2699.3**

Dear Sir/Madam:

We represent Krystal Wilson against Defendant C-Store Services, Inc. ("C-Store") and its Chief Executive Officer, Salaheddin Hassan ("Mr. Hassan" and collectively with C-Store as "Defendants") in a lawsuit soon to be filed against Defendant in San Luis Obispo County Superior Court (the "Action"). A copy of the proposed PAGA Representative Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq*. that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq*.

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to pay required overtime pursuant to Lab. Code §§ 510, 1198 (3-4) failing to provide rest and meal breaks pursuant to Lab. Code § 226.7(b); (5) failing to pay reporting time pay; (6) failing to provide suitable seating; (7) failing to reimburse employees for business expenditures pursuant to Lab. Code §2802; and (8) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5 due to Defendant's practices and policies.

Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP



NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosures: Exhibit A – PAGA Complaint