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ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
09/28/2026 at 09:35:35 AM
By: Lanette Buffin,
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

EMMETT JAMES WESSON JR., and PARMINDER KAUR, on behalf of the general public as private attorney general,

Plaintiffs,

v.

WESTCOAST COVENIENCE, LLC; VINTERS DISTRIBUTORS, INC., dba LOOP NEIGHBORHOOD MARKET; AU ENERGY, LLC; and DOES 1-50, inclusive,

Defendants.

CASE NO.: 26CV212433

PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698 et seq).

Plaintiffs EMMETT JAMES WESSON JR., and PARMINDER KAUR ("Plaintiffs"), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against WESTCOAST COVENIENCE, LLC; VINTNERS DISTRIBUTORS, INC., dba LOOP NEIGHBORHOOD MARKET; AU ENERGY, LLC; and DOES 1-50, inclusive, (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq*. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to Defendant's: (a) failure to pay wages including minimum wage and overtime; (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage statements; (f) failing to indemnify necessary business expenses; (g) failing to provide Suitable Seating; and (h) failing to pay timely wages during employment as required by Labor Code § 204. As a result, Plaintiffs seeks penalties under Labor Code 2698*, et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original

jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not give jurisdiction to any other court.

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

5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants are doing business throughout California, including but not limited to Alameda County, and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiffs and all other aggrieved employees within the State of California. Defendants employ numerous aggrieved employees in in the State of California.

6. On information and belief, Defendants have conducted business within the State of California during the purported liability period and continue to conduct business throughout the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiffs, and the similarly situated non-exempt aggrieved employees within California.

7. The California Superior Court also has jurisdiction in this matter because on information and belief there are no federal questions at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. On information and belief, during the statutory liability period and continuing to the present ("liability period"), Defendants consistently maintained and enforced against Defendants' Non-Exempt aggrieved Employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws: (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for

every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage statements; (f) failing to indemnify necessary business expenses; (g) failing to provide Suitable Seating; and (h) failing to pay timely wages during employment as required by Labor Code § 204.

9. Plaintiffs on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations enumerated under 2699.5 as follows: sections 201-204, 510, 512, 558, 226, 226.3, 226.7, 227.3, 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

10. Plaintiff, EMMETT JAMES WESSON JR. was, at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately January 5, 2021 as a Non-Exempt Employee with the title of Cashier and worked during the liability period for Defendants, at Defendants' Sacramento, CA location until approximately April 3, 2024. Plaintiff's duties included but were not limited to: stacking coolers, working point of sale and cash register, janitorial duties, and inventory.

11. Plaintiff, PARMINDER KAUR was, at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately April 2004 as a Non-Exempt Employee with the title of Team Leader and worked during the liability period for Defendants, at Defendants' Union City, CA location until approximately July 29, 2025. Plaintiff's duties included but were not limited to: making schedules, placing orders, tending to customers and cashiers.

12. As Defendants' employees, Plaintiffs, and all other aggrieved employees were regularly required to and subsequently suffered:

a) perform work subject to the control of the employer without being compensated all wages including overtime and minimum wages, all in violation of California labor laws,

regulations, and the Industrial Welfare Commission Wage Order ("IWC");

b) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

c) work in excess of five and ten hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

d) not provided accurate itemized wage statements;

e) not timely paid wages upon separation;

f) not timely paid wages during employment;

g) not provided suitable seating;

h) not provided accurate wage statements;

i) not reimbursed necessary business expenses; and

j) conducting and engaging in unfair business practices.

13. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages, minimum wages, overtime wages, vacation pay, sick pay, and meal and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants returned to Plaintiffs or Aggrieved Employees, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiffs seek penalties under Labor Code 2698*, et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. <u>Defendants</u>

14. Defendant WEST COAST CONVENIENCE, LLC operates as a convenience store and gas station business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

15. Defendant, VINTNERS DISTRIBUTORS, INC., dba LOOP NEIGHBORHOOD MARKET operates as a convenience store and gas station business. Defendant operates in several California locations. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last four years.

16. Defendant, AU ENERGY, LLC operates as a convenience store and Tobacco Products Retailer business. Defendant operates in several California locations. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last four years.

17. Other than identified herein, Plaintiffs are unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiffs will amend this complaint when their true names and capacities are ascertained.

18. Plaintiffs are informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

IV. GENERAL ALLEGATIONS

19. At all times set forth herein, Defendants employed Plaintiffs and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

20. Plaintiffs are informed and believe Aggrieved Employees have at all times pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

21. Defendants continue to employ Non-Exempt Employees, however titled, in

California and implement a uniform set of policies and practices to all non-exempt employees, as they were all engaged in the job duties related to Defendants' convenience store and gas station businesses.

22. Plaintiffs are informed and believe, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

23. Plaintiffs are informed and believe that during the relevant time frame, all Aggrieved Employees are citizens of the state of California.

24. On information and belief, during the relevant time frame, Plaintiffs and Aggrieved Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work week, but were not properly paid for such time at the employee's correct rate of pay per hour for overtime.

25. During the relevant time frame, Defendants compensated Plaintiffs and Aggrieved Employees based upon an hourly rate.

26. Defendants also failed to properly calculate Plaintiffs' and the Aggrieved Employees' regular rate of pay including but not limited to by failing to include all forms of compensation/remuneration in the regular rate of pay, including but not limited to bonuses, incentives, audit bonuses, shift differential pay, and other compensation for overtime calculation purposes.

27. Defendants failed to provide Plaintiffs with an uninterrupted duty-free meal period as required by law.

28. Plaintiffs and the Aggrieved Employees were regularly required to work shifts in excess of five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

29. Plaintiffs and Aggrieved Employees missed meal breaks several times a week and had late meal breaks. Meal breaks were interrupted constantly and lasted for less than the 30 minutes required by law. Defendants failed to pay premium wages for missed, short or late meal breaks.

30. For instance, Plaintiff Kaur was never provided the proper coverage to enable her to take a meal period and thus, she was forced forego her meal period. Further, approximately once per week, Defendants held a meeting during Plaintiff's meal period, requiring her to miss her lunch break. Despite interrupted and missed meal periods, Plaintiff was still required to clock out during her scheduled meal period.

31. Defendants also unlawfully deducted a full 30-minutes of time for meal periods no matter if a Labor Code compliant meal period was provided to Plaintiffs and Aggrieved Employees, resulting in an underpayment of minimum and overtime wages.

32. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiffs and the Aggrieved Employees timely, legally compliant uninterrupted 30-minute meal periods on shifts over five hours as required by law.

33. Similarly, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiffs and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as required by law.

34. On information and belief, Plaintiffs and Aggrieved Employees did not waive their rights to meal periods under the law.

35. Plaintiffs and the Aggrieved Employees were not provided with valid lawful on-duty meal periods.

36. Plaintiffs and Aggrieved Employees were prohibited from leaving the premises during meal periods.

37. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiffs, and on information and belief, failed to compensate Aggrieved Employees, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

38. Plaintiffs are informed and believe, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiffs and the other Aggrieved Employees

were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

39. In addition, during the relevant time frame, Plaintiffs and the Non-Exempt Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, including third rest breaks which is a violation of the Labor Code and IWC wage order.

40. Defendants maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to provide relief for Plaintiffs and Aggrieved Employees to take their lawfully required breaks.

41. Further, Plaintiffs and Aggrieved Employees were prohibited from leaving the premises during rest breaks.

42. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiffs, and on information and belief, did not pay Aggrieved Employees one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

43. Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiffs and the Aggrieved Employees in part because of the above specified violations. In addition, upon information and belief, Defendants omitted an accurate itemization of total hours worked, including premiums due and owing for overtime pay, gross pay, and net pay figures from Plaintiffs and the Aggrieved Employees' wage statements.

44. Defendants also failed to accurately record and list hours worked, which are omitted from Plaintiffs' paystubs.

45. Defendants also failed to accurately record and list rates, as the rates for the items are not listed on Plaintiffs' paystubs.

46. On information and belief, Defendants also required Plaintiffs and Aggrieved

Employees to work off-the-clock. For instance, Plaintiffs, and on information and belief Aggrieved Employees, would be required to clock out and then drive to a second work location on the same day. This occurred approximately 3 times per year, and Plaintiffs were required to drive a large distance to another location, and then clock in at the second work location once there. Plaintiffs and the Aggrieved Employees were not compensated for this off-the-clock travel time.

47. On information and belief, Defendants also required Plaintiffs and Aggrieved Employees to work-off-the clock as the company required the use of Plaintiffs' personal cell phones for work related activities, such as texting and calling co-workers and supervisors to communicate regarding work schedules, among other work-related issues and tasks.

48. During the relevant time frame, Defendants shaved Plaintiffs' and on information and belief Aggrieved Employees' time. For instance, Plaintiffs clocked in using Wall-Clock, Fingerprint. The timeclock automatically recorded Plaintiffs' time to the minute. Despite clocking in early for shifts, management for Defendants would alter and change his time, shaving the time to his exact scheduled start time. Over time, this resulted in an underpayment of minimum and overtime wages. On information and belief, Defendants failed to properly compensate Plaintiffs and Aggrieved Employees by impermissibly rounding down and/or failing to round up Plaintiffs' pay.

49. At all times relevant, Defendants implemented a rounding system, which over time favored the Defendants and was not neutral in practice resulting in minimum wage violations.

50. On information and belief, during the relevant time frame, Defendants failed to adequately reimburse Plaintiffs and Aggrieved Employees for business expenditures incurred for the use of personal cell phones. Plaintiffs were required to use their personal cell phones to communicate with Defendants. Such business expenditures incurred were incurred in direct consequence of Plaintiffs' and Aggrieved Employees' duties pursuant to Labor Code § 2802.

51. Defendants also failed to adequately reimburse Plaintiff and Aggrieved Employees for business expenses for mileage incurred for use of their personal vehicles to work at second work locations during the same day. Defendants failed to pay the required IRS standard mileage rate.

52. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiffs and Aggrieved Employees for all wages owed including minimum wages, meal and rest period premiums, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

53. Defendants also failed to timely pay Plaintiffs and Aggrieved Employees during their employment.

54. In addition, during the relevant time period, Plaintiffs were not provided suitable seating and when employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their work stations. As such, Defendants failed to provide Plaintiffs with suitable seating while performing their job duties in violation of California Wage Orders.

55. Upon information and belief, Defendants knew and or should have known that it is improper to implement policies and commit unlawful acts such as:

(a) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(b) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty-minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(c) failing to pay overtime and minimum wages;

(d) failing to provide accurate itemized wage statements;

(e) failing to provide suitable seating;

(f) failing to timely pay Plaintiffs and Aggrieved Employees at separation;

(g) failing to timely pay Plaintiffs and Aggrieved Employees during employment;

(h) failing to reimburse necessary business expenses; and

(i) conducting and engaging in unfair business practices.

56. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiffs and Aggrieved Employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

Plaintiffs and Aggrieved Employees they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

PLAINTIFFS' INDIVIDUAL CLAIMS

Plaintiffs seeks to recover unpaid wages, statutory penalties, waiting time penalties, wage statement penalties, premium wages, business expense reimbursement, prejudgment interest, attorneys' fees and costs, and all other available relief on her own behalf. Separately, Plaintiffs seek civil penalties under PAGA on behalf of himself and herself, the State of California, and all Aggrieved Employees based on Defendants' Labor Code violations.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES INCLUDING OVERTIME AND MINIMUM WAGES

(By Plaintiffs against all Defendants)

57. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

58. At all times relevant, the IWC wage orders applicable to Plaintiffs requires employers to pay its employees for each hour worked at least minimum wage. "Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so, and in the case of an employee who is required to reside on the employment premises, that time spent carrying out assigned duties shall be counted as hours worked.

59. At all relevant times, Labor Code §1197 provides that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order and Labor Code, Plaintiffs are to be paid minimum wage for each hour worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiffs' employment by Defendants provided that employees working for more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

60. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203.

61. Labor Code §510 codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week.

62. At all times relevant, Plaintiffs regularly performed non-exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000, et. seq. and the Labor Code.

63. At all times relevant, Plaintiffs frequently worked in excess of eight (8) hours in a day and/or forty (40) hours in a week. At all times relevant, Defendants failed to pay all wages and overtime owed to Plaintiffs due to the Defendants' unlawful rounding policies. Defendants further failed to pay all wages and overtime as a result of the automatic deduction of 30 minutes for meal periods that were never provided, cut short, and/or interrupted on a frequent basis.

64. Accordingly, Defendants owe Plaintiffs overtime wages, and have failed to pay Plaintiffs the overtime wages owed.

65. Pursuant to Labor Code §§ 510, 558 and 1194, Plaintiffs are entitled to recover their unpaid wages and overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(By Plaintiffs Individually Against All Defendants)

66. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

67. Pursuant to Labor Code §512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

68. Pursuant to the IWC wage orders applicable to Plaintiffs' employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of the work of the employee must prevent an employee from being relieved of all duties relating to his or her work for the employer and the employees must consent in writing to the "on duty" meal period. On information and belief, Plaintiffs did not consent in writing to an "on duty" meal period. Further, the nature of the work of Plaintiffs was not such that they were prevented from being relieved of all duties. Despite the requirements of the IWC wage orders applicable to Plaintiff's employment by Defendants and Labor Code §512 and §226.7, Defendants did not provide Plaintiffs with all their statutorily authorized meal periods.

69. Defendants failed to provide Plaintiffs timely and uninterrupted meal periods of not less than thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiffs' employment by Defendants. As a proximate result of the aforementioned violations, Plaintiffs

have been damaged in an amount according to proof at time of trial.

70. By their failure to provide a compliant meal period for each shift worked over five (5) hours and their failure to provide a compliant second meal period for any shift worked over ten (10) hours per day by Plaintiffs, and by failing to provide compensation in lieu of such non-provided meal periods, as alleged above, Defendants violated the provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

71. Plaintiffs did not voluntarily or willfully waive meal periods and were regularly required to work shifts without being provided all of their authorized meal periods. Defendants created a working environment in which Plaintiffs were not provided all meal periods due to shift scheduling and/or work-related demands placed upon them by Defendants as well as a lack of sufficient staffing to meet the needs of the business place upon the Non-Exempt Employees. On information and belief, Defendants implemented a policy and practice which resulted in systematic violations of the Labor Code. On information and belief, Defendants' violations have been widespread throughout the liability period and will be evidenced by Defendants' time records for Plaintiffs.

72. As a result of the unlawful acts of Defendants described herein, Plaintiffs have been deprived of premium wages in amounts to be determined at trial. Pursuant to Labor Code §226.7, Plaintiffs are entitled to recover one (1) hour of premium pay for each day in which a meal period was not provided, along with interest and penalties thereon, attorneys' fees, and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(By Plaintiffs Individually Against All Defendants)

73. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

74. Pursuant to the IWC wage orders applicable to Plaintiffs' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period…. [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per

four (4) hours worked or major fraction thereof.… Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages." Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

75. Defendants were required to authorize and permit employees such as Plaintiffs to take rest periods, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages. Despite said requirements of the IWC wage orders applicable to Plaintiffs' employment by Defendants, Defendants failed and refused to authorize and permit Plaintiffs and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

76. On information and belief Defendants created a working environment in which Plaintiffs were not provided all of their rest periods due to shift scheduling and/or work related demands placed upon them by Defendants as well as a lack of sufficient staffing to meet the needs of the business place upon the Non-Exempt Employees. On information and belief, Defendants implemented a policy and practice which resulted in systematic and class-wide violations of the Labor Code. On information and belief, Defendants' violations have been widespread throughout the liability period.

77. As a proximate result of the aforementioned violations, Plaintiffs have been damaged in an amount according to proof at time of trial. Pursuant to Labor Code §226.7, Plaintiff is entitled to recover one (1) hour of premium pay for each day in which Defendants failed to provide a rest period to Plaintiff, plus interest and penalties thereon, attorneys' fees, and costs.

FOURTH CAUSE OF ACTION

FAILURE TO PAY TIMELY PAY WAGES

(By Plaintiffs Individually Against All Defendants)

78. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

79. Labor Code §§201-202 requires an employer who discharges an employee to pay

compensation due and owing to said employee immediately upon discharge and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages on their last day of work.

80. Labor Code §203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

81. During the relevant time period, Defendants willfully failed and refused, and continue to willfully fail and refuse, to pay Plaintiffs their wages, earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily leaving Defendants' employ. These wages include regular and overtime.

82. As a result, Defendants are liable to Plaintiffs for waiting time penalties pursuant to Labor Code §203, in an amount according to proof at the time of trial.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(By Plaintiffs Individually Against All Defendants)

83. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

84. Section 226(a) of the California Labor Code requires Defendants to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiffs including applicable hourly rates and reimbursement expenses among other things. Defendants have knowingly and intentionally failed to comply with Labor Code section 226 and 204 on wage statements that have been provided to Plaintiffs.

85. IWC Wage Orders require Defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statement, and must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiffs.

On information and belief, Defendants have failed to record all or some of the items delineated in Industrial Wage Orders and Labor Code §226.

86. Defendants have failed to accurately record all time worked.

87. Defendants have also failed to accurately record the meal and rest period premiums owed and all wages owed per pay period.

88. Plaintiffs have been injured as they were unable to determine whether she had been paid correctly for all hours worked per pay period among other things.

89. Pursuant to Labor Code section 226, Plaintiffs are entitled up to a maximum of $4,000 each for record keeping violations.

90. Pursuant to Labor Code section 266.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226

SIXTH CAUSE OF ACTION

FOR FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES

(By Plaintiffs Individually Against All Defendants)

91. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

92. On information and belief, Defendants failed to reimburse Plaintiffs and aggrieved Employees for business expenses incurred as described above.

93. Labor Code § 2802 requires Defendants to indemnify Plaintiffs and aggrieved Employees for necessary expenditures incurred in direct consequences of the discharge of his or her duties. Despite these realities of the job, Defendants failed to provide reimbursements.

94. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State.

REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

95. Plaintiffs incorporate by reference and re-allege each and every allegation contained above, as though fully set forth herein.

96. On July 21, 2026, Plaintiffs complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiffs may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiffs have also sent a copy of this PAGA Representative Action Complaint to the LWDA.

97. Plaintiffs are aggrieved employees as defined in Labor Code Section 2699(a). Plaintiffs bring this cause of action on behalf of all current and former California Non-Exempt Employees of Defendants.

98. Pursuant to Labor Code section 2699(a) Plaintiffs seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-204, 510, 512, 558, 226, 226.3, 226.7, 227.3, 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.,* applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

99. At all times relevant, Plaintiffs and all other aggrieved employees regularly performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and rest break requirements of the applicable IWC wage order and the Labor Code.

100. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiffs and aggrieved Employees to work off-the-clock as outlined above.

101. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay overtime wages owed as discussed above due to Defendants' failure to incorporate bonuses and

other forms of remuneration as described above into the regular rate of pay for overtime calculation purposes. Defendants further failed to accurately pay overtime wages due to Defendants' requiring Plaintiffs and aggrieved Employees to work off-the-clock as outlined above. Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week.

102. Defendants failed to provide Plaintiffs and all other aggrieved employees uninterrupted duty-free meal periods of not less than thirty (30) minutes. Defendants implemented and enforced policies of on duty meal period practices which required employees to work during their meal periods, to forego their meal periods, and/or to return to work from meal periods prior to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations, Plaintiffs and all other aggrieved employees have been damaged in an amount according to proof at time of trial.

103. Plaintiffs, and on information and belief, all aggrieved employees, were systematically not permitted or authorized to take ten minute rest periods for every four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order. Plaintiffs and on information and belief, aggrieved employees, were not compensated with one hour of wages for every day in which a rest period was missed or untimely as a result of Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and by failing to provide compensation for such non-provided or shortened rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the applicable IWC Wage Order.

104. Defendants also willfully violated Labor Code sections 201-204 by failing to

provide all owed wages at separation from employment, as well as during employment. Labor Code sections 201 and 202 require Defendants to pay their employees all wages due either at time of firing, or within seventy-two (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

105. Plaintiffs and all other aggrieved employees who were separated from employment are entitled to compensation for all forms of wages earned, including but not limited to compensation regular and overtime wages, and for non-provided meal and rest periods, but to date have not received such compensation, therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-203.

106. Labor Code section 204 requires that "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

107. On information and belief, Defendants willfully failed to pay all wages due and owing upon separation from employment. These wages include but are not limited to regular and overtime wages, and meal and rest period premiums.

108. On information and belief, Defendants willfully failed to pay all wages due and owing upon separation from employment. These wages include minimum and overtime wages.

109. On information and belief, Defendants failed to provide accurate itemized wage statements which failed to include the rate of pay and total hours worked per pay period, failed to account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful meal and rest period premiums due and owing to Plaintiffs and the aggrieved employees, pursuant to Labor Code section 226(a).

110. Defendants have failed to accurately record all time worked.

111. Defendants have also failed to accurately record the meal and rest period premiums owed and all wages owed per pay period.

112. Plaintiffs and aggrieved Employees have been injured as they were unable to determine whether they had been paid correctly for all hours worked per pay period among other things.

113. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

114. On information and belief, Defendants failed to reimburse Plaintiffs and aggrieved Employees for business expenses incurred as described above. Labor Code § 2802 requires Defendants to indemnify Plaintiffs and aggrieved Employees for necessary expenditures incurred in direct consequences of the discharge of his or her duties. Despite these realities of the job, Defendants failed to provide reimbursements.

115. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State.

116. Labor Code section 1197 makes it unlawful to pay an employee less than the minimum wage as established by the Industrial Welfare Commission.

117. Section 14 of Wage Order 1-2001 (Seats) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When 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.

80. The "nature of the work" refers to "the tasks performed, or reasonably expected to be performed," at a given location. *Kilby v. CVS Pharmacy, Inc*., 63 Cal.4th 1, 13 (2016). When evaluating whether the nature of the work "reasonably permits" the use of a seat, courts must look at the employee's total range of tasks at a particular location and determine whether it is objectively reasonable, based on the totality of the circumstances, to perform those tasks while seated. *Id*. The inquiry involves a *qualitative* assessment of all relevant facts, considering tasks that may be performed while seated, tasks that require standing, whether providing a seat would unduly interfere with standing tasks, whether seated work would impact the quality and effectiveness of overall job performance, and whether alternating between sitting and standing would interfere with the work. *Id*. at 20. The physical layout of the space and the practicality of introducing a seat, the employer's reasonable expectations, and the employer's judgment regarding the quality and effectiveness of overall job performance are all factors that must be considered. *Id*. at 21-22. In sum, "[t]he reasonableness standard, and its attendant flexibility, was intended to balance an employee's need for a seat with an employer's considerations of practicability and feasibility." *Id*. at 18.

81. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

118. As a result of Defendants' unlawful conduct, Plaintiffs and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

119. Plaintiffs and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;

2. For reasonable attorneys' fees and costs; and

3. For such other and further relief as the Court deems proper.

Dated: September 28, 2026

JAMES HAWKINS APLC

By: _____

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.
Attorneys for Plaintiffs EMMETT JAMES WESSON JR., and PARMINDER KAUR, on behalf of the general public as private attorney general

EXHIBIT A

JAMES JH HAWKINS

A PROFESSIONAL LAW CORPORATION
9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

July 21, 2026

Via LWDA Website
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
http://www.dir.ca.gov/Private-Attorneys-General-Act

Via Certified Mail
WEST COAST CONVENIENCE, LLC
Agent for Service of Process:
Kpish Goyal
1320 Decoto Rd., Suite 200
Union City, CA 94587
Receipt No.: 9589 0710 5270 3636 0560 42

Via Certified Mail
VINTNERS DISTRIBUTORS, INC., dba LOOP NEIGHBORHOOD MARKET
Agent for Service of Process:
Kpish Goyal
1320 Decoto Rd., Suite 200
Union City, CA 94587
Receipt No.: 9589 0710 5270 3636 0560 59

Via Certified Mail
AU ENERGY, LLC
Agent for Service of Process:
Kpish Goyal
1320 Decoto Rd., Suite 200
Union City, CA 94587
Receipt No.: 9589 0710 5270 3636 0560 66

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

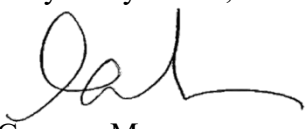
To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiffs EMMETT JAMES WESSON JR., and PARMINDER KAUR, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiffs hereby give written notice by certified mail to the Labor and Workforce Development Agency, WESTCOAST COVENIENCE, LLC; VINTNERS DISTRIBUTORS, INC., dba LOOP NEIGHBORHOOD MARKET; and AU ENERGY, LLC, through their Agents for Service of Process.

Plaintiffs hereby attach a copy of the Proposed PAGA Representative Action Complaint to be filed in the Alameda County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiffs allege have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint

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Attorneys for Plaintiffs EMMETT JAMES WESSON JR., and PARMINDER KAUR, on behalf of the general public as private attorney general.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

EMMETT JAMES WESSON JR., and PARMINDER KAUR, on behalf of the general public as private attorney general,

Plaintiffs,

v.

WESTCOAST COVENIENCE, LLC; VINTERS DISTRIBUTORS, INC., dba LOOP NEIGHBORHOOD MARKET; AU ENERGY, LLC; and DOES 1-50, inclusive,

Defendants.

CASE NO.:

PROPOSED PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698 et seq).

Plaintiffs EMMETT JAMES WESSON JR., and PARMINDER KAUR ("Plaintiffs"), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against WESTCOAST COVENIENCE, LLC; VINTNERS DISTRIBUTORS, INC., dba LOOP NEIGHBORHOOD MARKET; AU ENERGY, LLC; and DOES 1-50, inclusive, (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq*. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to Defendant's: (a) failure to pay wages including minimum wage and overtime; (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage statements; (f) failing to indemnify necessary business expenses; (g) failing to provide Suitable Seating; and (h) failing to pay timely wages during employment as required by Labor Code § 204. As a result, Plaintiffs seeks penalties under Labor Code 2698*, et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original

jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not give jurisdiction to any other court.

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

5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants are doing business throughout California, including but not limited to Alameda County, and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiffs and all other aggrieved employees within the State of California. Defendants employ numerous aggrieved employees in in the State of California.

6. On information and belief, Defendants have conducted business within the State of California during the purported liability period and continue to conduct business throughout the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiffs, and the similarly situated non-exempt aggrieved employees within California.

7. The California Superior Court also has jurisdiction in this matter because on information and belief there are no federal questions at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. On information and belief, during the statutory liability period and continuing to the present ("liability period"), Defendants consistently maintained and enforced against Defendants' Non-Exempt aggrieved Employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws: (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for

every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage statements; (f) failing to indemnify necessary business expenses; (g) failing to provide Suitable Seating; and (h) failing to pay timely wages during employment as required by Labor Code § 204.

9. Plaintiffs on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations enumerated under 2699.5 as follows: sections 201-204, 510, 512, 558, 226, 226.3, 226.7, 227.3, 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

10. Plaintiff, EMMETT JAMES WESSON JR. was, at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately January 5, 2021 as a Non-Exempt Employee with the title of Cashier and worked during the liability period for Defendants, at Defendants' Sacramento, CA location until approximately April 3, 2024. Plaintiff's duties included but were not limited to: stacking coolers, working point of sale and cash register, janitorial duties, and inventory.

11. Plaintiff, PARMINDER KAUR was, at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately April 2004 as a Non-Exempt Employee with the title of Team Leader and worked during the liability period for Defendants, at Defendants' Union City, CA location until approximately July 29, 2025. Plaintiff's duties included but were not limited to: making schedules, placing orders, tending to customers and cashiers.

12. As Defendants' employees, Plaintiffs, and all other aggrieved employees were regularly required to and subsequently suffered:

a) perform work subject to the control of the employer without being compensated all wages including overtime and minimum wages, all in violation of California labor laws,

regulations, and the Industrial Welfare Commission Wage Order ("IWC");

b) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

c) work in excess of five and ten hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

d) not provided accurate itemized wage statements;

e) not timely paid wages upon separation;

f) not timely paid wages during employment;

g) not provided suitable seating;

h) not provided accurate wage statements;

i) not reimbursed necessary business expenses; and

j) conducting and engaging in unfair business practices.

13. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages, minimum wages, overtime wages, vacation pay, sick pay, and meal and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants returned to Plaintiffs or Aggrieved Employees, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiffs seek penalties under Labor Code 2698*, et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. <u>Defendants</u>

14. Defendant WEST COAST CONVENIENCE, LLC operates as a convenience store and gas station business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

15. Defendant, VINTNERS DISTRIBUTORS, INC., dba LOOP NEIGHBORHOOD MARKET operates as a convenience store and gas station business. Defendant operates in several California locations. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last four years.

16. Defendant, AU ENERGY, LLC operates as a convenience store and Tobacco Products Retailer business. Defendant operates in several California locations. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last four years.

17. Other than identified herein, Plaintiffs are unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiffs will amend this complaint when their true names and capacities are ascertained.

18. Plaintiffs are informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

IV. GENERAL ALLEGATIONS

19. At all times set forth herein, Defendants employed Plaintiffs and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

20. Plaintiffs are informed and believe Aggrieved Employees have at all times pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

21. Defendants continue to employ Non-Exempt Employees, however titled, in

California and implement a uniform set of policies and practices to all non-exempt employees, as they were all engaged in the job duties related to Defendants' convenience store and gas station businesses.

22. Plaintiffs are informed and believe, and thereon alleges, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

23. Plaintiffs are informed and believe that during the relevant time frame, all Aggrieved Employees are citizens of the state of California.

24. On information and belief, during the relevant time frame, Plaintiffs and Aggrieved Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work week, but were not properly paid for such time at the employee's correct rate of pay per hour for overtime.

25. During the relevant time frame, Defendants compensated Plaintiffs and Aggrieved Employees based upon an hourly rate.

26. Defendants also failed to properly calculate Plaintiffs' and the Aggrieved Employees' regular rate of pay including but not limited to by failing to include all forms of compensation/remuneration in the regular rate of pay, including but not limited to bonuses, incentives, audit bonuses, shift differential pay, and other compensation for overtime calculation purposes.

27. Defendants failed to provide Plaintiffs with an uninterrupted duty-free meal period as required by law.

28. Plaintiffs and the Aggrieved Employees were regularly required to work shifts in excess of five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

29. Plaintiffs and Aggrieved Employees missed meal breaks several times a week and had late meal breaks. Meal breaks were interrupted constantly and lasted for less than the 30 minutes required by law. Defendants failed to pay premium wages for missed, short or late meal breaks.

30. For instance, Plaintiff Kaur was never provided the proper coverage to enable her to take a meal period and thus, she was forced forego her meal period. Further, approximately once per week, Defendants held a meeting during Plaintiff's meal period, requiring her to miss her lunch break. Despite interrupted and missed meal periods, Plaintiff was still required to clock out during her scheduled meal period.

31. Defendants also unlawfully deducted a full 30-minutes of time for meal periods no matter if a Labor Code compliant meal period was provided to Plaintiffs and Aggrieved Employees, resulting in an underpayment of minimum and overtime wages.

32. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiffs and the Aggrieved Employees timely, legally compliant uninterrupted 30-minute meal periods on shifts over five hours as required by law.

33. Similarly, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiffs and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as required by law.

34. On information and belief, Plaintiffs and Aggrieved Employees did not waive their rights to meal periods under the law.

35. Plaintiffs and the Aggrieved Employees were not provided with valid lawful on-duty meal periods.

36. Plaintiffs and Aggrieved Employees were prohibited from leaving the premises during meal periods.

37. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiffs, and on information and belief, failed to compensate Aggrieved Employees, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

38. Plaintiffs are informed and believe, and thereon alleges, that Defendants know, should know, knew, and/or should have known that Plaintiffs and the other Aggrieved Employees

were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

39. In addition, during the relevant time frame, Plaintiffs and the Non-Exempt Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, including third rest breaks which is a violation of the Labor Code and IWC wage order.

40. Defendants maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to provide relief for Plaintiffs and Aggrieved Employees to take their lawfully required breaks.

41. Further, Plaintiffs and Aggrieved Employees were prohibited from leaving the premises during rest breaks.

42. Despite the above-mentioned rest period violations, Defendants did not compensate Plaintiffs, and on information and belief, did not pay Aggrieved Employees one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

43. Defendants also failed to provide accurate, lawful itemized wage statements to Plaintiffs and the Aggrieved Employees in part because of the above specified violations. In addition, upon information and belief, Defendants omitted an accurate itemization of total hours worked, including premiums due and owing for overtime pay, gross pay, and net pay figures from Plaintiffs and the Aggrieved Employees' wage statements.

44. Defendants also failed to accurately record and list hours worked, which are omitted from Plaintiffs' paystubs.

45. Defendants also failed to accurately record and list rates, as the rates for the items are not listed on Plaintiffs' paystubs.

46. On information and belief, Defendants also required Plaintiffs and Aggrieved

Employees to work off-the-clock. For instance, Plaintiffs, and on information and belief Aggrieved Employees, would be required to clock out and then drive to a second work location on the same day. This occurred approximately 3 times per year, and Plaintiffs were required to drive a large distance to another location, and then clock in at the second work location once there. Plaintiffs and the Aggrieved Employees were not compensated for this off-the-clock travel time.

47. On information and belief, Defendants also required Plaintiffs and Aggrieved Employees to work-off-the clock as the company required the use of Plaintiffs' personal cell phones for work related activities, such as texting and calling co-workers and supervisors to communicate regarding work schedules, among other work-related issues and tasks.

48. During the relevant time frame, Defendants shaved Plaintiffs' and on information and belief Aggrieved Employees' time. For instance, Plaintiffs clocked in using Wall-Clock, Fingerprint. The timeclock automatically recorded Plaintiffs' time to the minute. Despite clocking in early for shifts, management for Defendants would alter and change his time, shaving the time to his exact scheduled start time. Over time, this resulted in an underpayment of minimum and overtime wages. On information and belief, Defendants failed to properly compensate Plaintiffs and Aggrieved Employees by impermissibly rounding down and/or failing to round up Plaintiffs' pay.

49. At all times relevant, Defendants implemented a rounding system, which over time favored the Defendants and was not neutral in practice resulting in minimum wage violations.

50. On information and belief, during the relevant time frame, Defendants failed to adequately reimburse Plaintiffs and Aggrieved Employees for business expenditures incurred for the use of personal cell phones. Plaintiffs were required to use their personal cell phones to communicate with Defendants. Such business expenditures incurred were incurred in direct consequence of Plaintiffs' and Aggrieved Employees' duties pursuant to Labor Code § 2802.

51. Defendants also failed to adequately reimburse Plaintiff and Aggrieved Employees for business expenses for mileage incurred for use of their personal vehicles to work at second work locations during the same day. Defendants failed to pay the required IRS standard mileage rate.

52. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiffs and Aggrieved Employees for all wages owed including minimum wages, meal and rest period premiums, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

53. Defendants also failed to timely pay Plaintiffs and Aggrieved Employees during their employment.

54. In addition, during the relevant time period, Plaintiffs were not provided suitable seating and when employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their work stations. As such, Defendants failed to provide Plaintiffs with suitable seating while performing their job duties in violation of California Wage Orders.

55. Upon information and belief, Defendants knew and or should have known that it is improper to implement policies and commit unlawful acts such as:

(a) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(b) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty-minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(c) failing to pay overtime and minimum wages;

(d) failing to provide accurate itemized wage statements;

(e) failing to provide suitable seating;

(f) failing to timely pay Plaintiffs and Aggrieved Employees at separation;

(g) failing to timely pay Plaintiffs and Aggrieved Employees during employment;

(h) failing to reimburse necessary business expenses; and

(i) conducting and engaging in unfair business practices.

56. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiffs and Aggrieved Employees for the allegations asserted herein, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

Plaintiffs and Aggrieved Employees they seek to represent are covered by, and Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

PLAINTIFFS' INDIVIDUAL CLAIMS

Plaintiffs seeks to recover unpaid wages, statutory penalties, waiting time penalties, wage statement penalties, premium wages, business expense reimbursement, prejudgment interest, attorneys' fees and costs, and all other available relief on her own behalf. Separately, Plaintiffs seek civil penalties under PAGA on behalf of himself and herself, the State of California, and all Aggrieved Employees based on Defendants' Labor Code violations.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES INCLUDING OVERTIME AND MINIMUM WAGES

(By Plaintiffs against all Defendants)

57. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

58. At all times relevant, the IWC wage orders applicable to Plaintiffs requires employers to pay its employees for each hour worked at least minimum wage. "Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so, and in the case of an employee who is required to reside on the employment premises, that time spent carrying out assigned duties shall be counted as hours worked.

59. At all relevant times, Labor Code §1197 provides that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order and Labor Code, Plaintiffs are to be paid minimum wage for each hour worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiffs' employment by Defendants provided that employees working for more than eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week. An employee who works more than twelve (12) hours in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

60. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203.

61. Labor Code §510 codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week.

62. At all times relevant, Plaintiffs regularly performed non-exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000, et. seq. and the Labor Code.

63. At all times relevant, Plaintiffs frequently worked in excess of eight (8) hours in a day and/or forty (40) hours in a week. At all times relevant, Defendants failed to pay all wages and overtime owed to Plaintiffs due to the Defendants' unlawful rounding policies. Defendants further failed to pay all wages and overtime as a result of the automatic deduction of 30 minutes for meal periods that were never provided, cut short, and/or interrupted on a frequent basis.

64. Accordingly, Defendants owe Plaintiffs overtime wages, and have failed to pay Plaintiffs the overtime wages owed.

65. Pursuant to Labor Code §§ 510, 558 and 1194, Plaintiffs are entitled to recover their unpaid wages and overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(By Plaintiffs Individually Against All Defendants)

66. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

67. Pursuant to Labor Code §512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

68. Pursuant to the IWC wage orders applicable to Plaintiffs' employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of the work of the employee must prevent an employee from being relieved of all duties relating to his or her work for the employer and the employees must consent in writing to the "on duty" meal period. On information and belief, Plaintiffs did not consent in writing to an "on duty" meal period. Further, the nature of the work of Plaintiffs was not such that they were prevented from being relieved of all duties. Despite the requirements of the IWC wage orders applicable to Plaintiff's employment by Defendants and Labor Code §512 and §226.7, Defendants did not provide Plaintiffs with all their statutorily authorized meal periods.

69. Defendants failed to provide Plaintiffs timely and uninterrupted meal periods of not less than thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiffs' employment by Defendants. As a proximate result of the aforementioned violations, Plaintiffs

have been damaged in an amount according to proof at time of trial.

70. By their failure to provide a compliant meal period for each shift worked over five (5) hours and their failure to provide a compliant second meal period for any shift worked over ten (10) hours per day by Plaintiffs, and by failing to provide compensation in lieu of such non-provided meal periods, as alleged above, Defendants violated the provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

71. Plaintiffs did not voluntarily or willfully waive meal periods and were regularly required to work shifts without being provided all of their authorized meal periods. Defendants created a working environment in which Plaintiffs were not provided all meal periods due to shift scheduling and/or work-related demands placed upon them by Defendants as well as a lack of sufficient staffing to meet the needs of the business place upon the Non-Exempt Employees. On information and belief, Defendants implemented a policy and practice which resulted in systematic violations of the Labor Code. On information and belief, Defendants' violations have been widespread throughout the liability period and will be evidenced by Defendants' time records for Plaintiffs.

72. As a result of the unlawful acts of Defendants described herein, Plaintiffs have been deprived of premium wages in amounts to be determined at trial. Pursuant to Labor Code §226.7, Plaintiffs are entitled to recover one (1) hour of premium pay for each day in which a meal period was not provided, along with interest and penalties thereon, attorneys' fees, and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(By Plaintiffs Individually Against All Defendants)

73. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

74. Pursuant to the IWC wage orders applicable to Plaintiffs' employment by Defendants, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period…. [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per

four (4) hours worked or major fraction thereof.… Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages." Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

75. Defendants were required to authorize and permit employees such as Plaintiffs to take rest periods, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages. Despite said requirements of the IWC wage orders applicable to Plaintiffs' employment by Defendants, Defendants failed and refused to authorize and permit Plaintiffs and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

76. On information and belief Defendants created a working environment in which Plaintiffs were not provided all of their rest periods due to shift scheduling and/or work related demands placed upon them by Defendants as well as a lack of sufficient staffing to meet the needs of the business place upon the Non-Exempt Employees. On information and belief, Defendants implemented a policy and practice which resulted in systematic and class-wide violations of the Labor Code. On information and belief, Defendants' violations have been widespread throughout the liability period.

77. As a proximate result of the aforementioned violations, Plaintiffs have been damaged in an amount according to proof at time of trial. Pursuant to Labor Code §226.7, Plaintiff is entitled to recover one (1) hour of premium pay for each day in which Defendants failed to provide a rest period to Plaintiff, plus interest and penalties thereon, attorneys' fees, and costs.

FOURTH CAUSE OF ACTION

FAILURE TO PAY TIMELY PAY WAGES

(By Plaintiffs Individually Against All Defendants)

78. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

79. Labor Code §§201-202 requires an employer who discharges an employee to pay

compensation due and owing to said employee immediately upon discharge and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages on their last day of work.

80. Labor Code §203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

81. During the relevant time period, Defendants willfully failed and refused, and continue to willfully fail and refuse, to pay Plaintiffs their wages, earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily leaving Defendants' employ. These wages include regular and overtime.

82. As a result, Defendants are liable to Plaintiffs for waiting time penalties pursuant to Labor Code §203, in an amount according to proof at the time of trial.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(By Plaintiffs Individually Against All Defendants)

83. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

84. Section 226(a) of the California Labor Code requires Defendants to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiffs including applicable hourly rates and reimbursement expenses among other things. Defendants have knowingly and intentionally failed to comply with Labor Code section 226 and 204 on wage statements that have been provided to Plaintiffs.

85. IWC Wage Orders require Defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statement, and must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiffs.

On information and belief, Defendants have failed to record all or some of the items delineated in Industrial Wage Orders and Labor Code §226.

86. Defendants have failed to accurately record all time worked.

87. Defendants have also failed to accurately record the meal and rest period premiums owed and all wages owed per pay period.

88. Plaintiffs have been injured as they were unable to determine whether she had been paid correctly for all hours worked per pay period among other things.

89. Pursuant to Labor Code section 226, Plaintiffs are entitled up to a maximum of $4,000 each for record keeping violations.

90. Pursuant to Labor Code section 266.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226

SIXTH CAUSE OF ACTION

FOR FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES

(By Plaintiffs Individually Against All Defendants)

91. Plaintiffs incorporate and re-allege each and every allegation contained above as though fully set forth herein.

92. On information and belief, Defendants failed to reimburse Plaintiffs and aggrieved Employees for business expenses incurred as described above.

93. Labor Code § 2802 requires Defendants to indemnify Plaintiffs and aggrieved Employees for necessary expenditures incurred in direct consequences of the discharge of his or her duties. Despite these realities of the job, Defendants failed to provide reimbursements.

94. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State.

REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

95. Plaintiffs incorporate by reference and re-allege each and every allegation contained above, as though fully set forth herein.

96. On July 21, 2026, Plaintiffs complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiffs may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiffs have also sent a copy of this PAGA Representative Action Complaint to the LWDA.

97. Plaintiffs are aggrieved employees as defined in Labor Code Section 2699(a). Plaintiffs bring this cause of action on behalf of all current and former California Non-Exempt Employees of Defendants.

98. Pursuant to Labor Code section 2699(a) Plaintiffs seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-204, 510, 512, 558, 226, 226.3, 226.7, 227.3, 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.,* applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

99. At all times relevant, Plaintiffs and all other aggrieved employees regularly performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and rest break requirements of the applicable IWC wage order and the Labor Code.

100. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiffs and aggrieved Employees to work off-the-clock as outlined above.

101. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay overtime wages owed as discussed above due to Defendants' failure to incorporate bonuses and

other forms of remuneration as described above into the regular rate of pay for overtime calculation purposes. Defendants further failed to accurately pay overtime wages due to Defendants' requiring Plaintiffs and aggrieved Employees to work off-the-clock as outlined above. Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week.

102. Defendants failed to provide Plaintiffs and all other aggrieved employees uninterrupted duty-free meal periods of not less than thirty (30) minutes. Defendants implemented and enforced policies of on duty meal period practices which required employees to work during their meal periods, to forego their meal periods, and/or to return to work from meal periods prior to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations, Plaintiffs and all other aggrieved employees have been damaged in an amount according to proof at time of trial.

103. Plaintiffs, and on information and belief, all aggrieved employees, were systematically not permitted or authorized to take ten minute rest periods for every four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order. Plaintiffs and on information and belief, aggrieved employees, were not compensated with one hour of wages for every day in which a rest period was missed or untimely as a result of Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute rest period for every four hours or major fraction thereof worked per day by its Non-Exempt Employees, and by failing to provide compensation for such non-provided or shortened rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the applicable IWC Wage Order.

104. Defendants also willfully violated Labor Code sections 201-204 by failing to

provide all owed wages at separation from employment, as well as during employment. Labor Code sections 201 and 202 require Defendants to pay their employees all wages due either at time of firing, or within seventy-two (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

105. Plaintiffs and all other aggrieved employees who were separated from employment are entitled to compensation for all forms of wages earned, including but not limited to compensation regular and overtime wages, and for non-provided meal and rest periods, but to date have not received such compensation, therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-203.

106. Labor Code section 204 requires that "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

107. On information and belief, Defendants willfully failed to pay all wages due and owing upon separation from employment. These wages include but are not limited to regular and overtime wages, and meal and rest period premiums.

108. On information and belief, Defendants willfully failed to pay all wages due and owing upon separation from employment. These wages include minimum and overtime wages.

109. On information and belief, Defendants failed to provide accurate itemized wage statements which failed to include the rate of pay and total hours worked per pay period, failed to account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful meal and rest period premiums due and owing to Plaintiffs and the aggrieved employees, pursuant to Labor Code section 226(a).

110. Defendants have failed to accurately record all time worked.

111. Defendants have also failed to accurately record the meal and rest period premiums owed and all wages owed per pay period.

112. Plaintiffs and aggrieved Employees have been injured as they were unable to determine whether they had been paid correctly for all hours worked per pay period among other things.

113. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

114. On information and belief, Defendants failed to reimburse Plaintiffs and aggrieved Employees for business expenses incurred as described above. Labor Code § 2802 requires Defendants to indemnify Plaintiffs and aggrieved Employees for necessary expenditures incurred in direct consequences of the discharge of his or her duties. Despite these realities of the job, Defendants failed to provide reimbursements.

115. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State.

116. Labor Code section 1197 makes it unlawful to pay an employee less than the minimum wage as established by the Industrial Welfare Commission.

117. Section 14 of Wage Order 1-2001 (Seats) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When 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.

80. The "nature of the work" refers to "the tasks performed, or reasonably expected to be performed," at a given location. *Kilby v. CVS Pharmacy, Inc*., 63 Cal.4th 1, 13 (2016). When evaluating whether the nature of the work "reasonably permits" the use of a seat, courts must look at the employee's total range of tasks at a particular location and determine whether it is objectively reasonable, based on the totality of the circumstances, to perform those tasks while seated. *Id*. The inquiry involves a *qualitative* assessment of all relevant facts, considering tasks that may be performed while seated, tasks that require standing, whether providing a seat would unduly interfere with standing tasks, whether seated work would impact the quality and effectiveness of overall job performance, and whether alternating between sitting and standing would interfere with the work. *Id*. at 20. The physical layout of the space and the practicality of introducing a seat, the employer's reasonable expectations, and the employer's judgment regarding the quality and effectiveness of overall job performance are all factors that must be considered. *Id*. at 21-22. In sum, "[t]he reasonableness standard, and its attendant flexibility, was intended to balance an employee's need for a seat with an employer's considerations of practicability and feasibility." *Id*. at 18.

81. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

118. As a result of Defendants' unlawful conduct, Plaintiffs and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

119. Plaintiffs and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;

2. For reasonable attorneys' fees and costs; and

3. For such other and further relief as the Court deems proper.

Dated: July 21, 2026

JAMES HAWKINS APLC

By: _____

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