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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Mercer, Deputy Clerk

Attorney for Plaintiff ROSA APARICIO RODRIGUEZ, as a designated Private Attorney General,
pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ROSA APARICIO RODRIGUEZ,

Plaintiff,

v.

G & M OIL COMPANY, INC.; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **24LBCV01211**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code § 2802 for Failure to Reimburse for Necessary Expenditures; and
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff ROSA APARICIO RODRIGUEZ (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California as a Private Attorney
4 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
5 §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged
6 herein by Defendant G&M OIL COMPANY, INC. (“Defendant”). The term “RELEVANT TIME
7 PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65) days prior to the
8 filing of the complaint. Plaintiff as a Private Attorney General, reserves the right to amend this
9 complaint to reflect a different “Time Period” as further discovery is conducted.

10 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
11 relief against Defendant for its: (1) failure to pay all wages due, including minimum and overtime
12 wages; (2) failure to provide accurate itemized wage statements; (3) failure to reimburse for
13 necessary business expenses; (4) failure to provide meal periods or compensation in lieu thereof,
14 (5) failure to provide rest periods or compensation in lieu thereof; and (6) failure to pay wages
15 due upon termination of employment.

16 3. At all relevant times herein, Defendant has consistently maintained and enforced
17 the following unlawful policies and practices against its workforce by:

- 18 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
19 wages;
20 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
21 wages;
22 (c) Willfully refusing to reimburse necessary business expenses;
23 (d) Willfully refusing to provide timely uninterrupted meal periods or adequate
24 compensation in lieu thereof
25 (e) Willfully refusing to provide timely uninterrupted rest periods or adequate
26 compensation in lieu thereof; and
27 (f) Willfully refusing to pay all wages due upon separation of employment;

28 ///

1 **JURISDICTION AND VENUE**

2 4. This Court has subject matter jurisdiction over the causes of action alleged in this
3 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
4 excluded from exercising subject matter jurisdiction over said causes of action.

5 5. Venue is proper in the County of Los Angeles because Defendant, transacts
6 business in this county, the obligations and liability arise in this county.

7 6. The California Superior Court has jurisdiction in the matter, because of the
8 individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional
9 threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident
10 of and/or domiciled in the County of Los Angeles, State of California.

11 7. Further, there is no federal question at issue as the issues herein are based solely
12 on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
13 Professions Code, and California Rules of Court.

14 **THE PARTIES**

15 **Plaintiff**

16 8. Plaintiff was employed by Defendant from in or around March 2008 through in or
17 around December 15, 2023. At all relevant times herein, Plaintiff was employed by Defendant in
18 a paid hourly non-exempt position. Throughout the Relevant Time Period, Plaintiff worked for
19 Defendant within the County of Los Angeles. Plaintiff was always paid an hourly wage, and was
20 deemed a non-exempt hourly employee by Defendant.

21 **Defendant**

22 9. Plaintiff is informed and believe and based thereon allege that Defendant G&M
23 Oil Company Inc., conducts a substantial amount of business in California and is headquartered
24 in California. Defendant is retail fuel and convenience store company.

25 10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
26 participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50,
27 inclusive, but on information and belief alleges that said Defendant is legally responsible for the
28 violations alleged herein. Plaintiff will amend this complaint to allege the true names and

capacities of the DOE Defendants when ascertained.

11. Plaintiff is informed 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. Furthermore, Defendants operate as a joint venture and/or single business enterprise, integrated enterprise and/or are agents of one another, are alter egos, joint employers and conspire with one another to increase profits by engaging in the conduct described in this complaint.

12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

PAGA ADMINISTRATIVE PREREQUISITE

13. Plaintiff brings this case as Private Attorney General pursuant to the Private Attorney General Act (2004), and mores specifically, Labor Code section 2698 et seq. seeking penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq. (“PAGA”).

14. Prior to filing this complaint, on April 2, 2024, Plaintiff gave written notice by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff’s original letter dated April 2, 2024 and sent to the LWDA and Defendant is attached hereto as Exhibit A.

15. More than sixty-five (65) days have passed since Plaintiff submitted his notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not

1 provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has
2 received no notice of Defendant; intent to cure any of the alleged violations. Therefore, Plaintiff
3 has satisfied the administrative prerequisites for filing this action as a Private Attorney General
4 with regard to his PAGA notice.

5 **FACTUAL ALLEGATIONS**

6 16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
7 employees the benefits due under California's wage and hour laws for work performed in
8 California. Defendant wrongfully refused to compensate its employees for minimum wages,
9 overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate
10 wage statements, reimbursement and pay wages owed at the end of the employment, as required
11 under California law.

12 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
13 positions throughout California. Defendant in compensated said positions at an hourly rate less
14 than twice that of the state minimum wage and such positions remained under the direct control
15 and supervision of Defendant. Accordingly, these positions remain non-exempt from California's
16 wage and hour laws yet Defendant failed to pay overtime, and otherwise pay all wages due to
17 these non-exempt employees as required by law.

18 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
19 policies and practices described herein are common within the State of California.

20 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
21 herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals
22 who were knowledgeable about California's wage and hour laws, employment and personnel
23 practices, and the requirements of California law.

24 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
25 or should have known that by not compensating its employees for all hours worked, including
26 minimum, regular, and overtime wages, for work that was required to be performed was in
27 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
28 Defendant failed to pay its employees earned wages by failing to compensate at the mandatory

1 minimum wage. Defendant also failed to pay its employees at the requisite overtime and double
2 time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

3 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
4 mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and
5 other non-exempt hourly employees earned wages by failing to pay for all hours worked and
6 failing to pay for all hours worked and the proper overtime rate of pay, among other things.
7 Plaintiff and other non-exempt hourly employees were frequently required to work through meal
8 periods and attend to work responsibilities while off-the-clock. Further, Defendant failed or
9 refused to provide premium compensation to Plaintiff and other non-exempt hourly employees
10 for all late meal periods, short meal periods, and all missing meal periods. Further, Defendant
11 failed to record and/or pay Plaintiff and other non-exempt hourly employees for all hours worked
12 wherein Defendant's employees were denied pay each workday while attempting to clock in for
13 their shifts.

14 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
15 or should have known that it was required to provide its employees with itemized wage statements
16 that accurately showed their actual hours worked, total hours worked, number of hours worked at
17 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
18 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
19 employees with accurate itemized wage statements showing their rate of pay, the actual hours
20 worked, correct premium wages earned per pay period, as well as the total hours work per pay
21 period.

22 23. By failing to include on its wage statements all minimum wage and overtime owed,
23 Defendant failed to keep and provide accurate wage statements in violation of the California labor
24 code.

25 24. Defendant willfully failed to reimburse its employees for necessary business
26 expenses incurred during their employment with Defendant. Specifically, Defendant failed to
27 indemnify Plaintiff and other employees for expenditures they incurred on their behalf, including
28 without limitation, the reimbursement of maintaining and washing their work uniforms in the

1 discharge of their duties.

2 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
3 or should have known that its employees were entitled to timely payment of wages due upon
4 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
5 within permissible time periods, upon separation of employment.

6 **FIRST CAUSE OF ACTION**

7 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
8 **OVERTIME**

9 **(Plaintiff As a Private Attorney General Against All Defendants)**

10 26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
11 complaint as if fully set forth herein.

12 27. Any work in excess of eight (8) hours in any workday and any work in excess of
13 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half (1
14 & ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 9-
15 2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
16 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

17 28. Defendant's employees regularly worked over eight (8) hours per day and forty
18 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
19 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
20 (40) hours per week for work performed for the Defendant. Defendant's failure to compensate
21 Plaintiff and other non-exempt hourly employees the proper rate for meal period premiums when
22 they missed meal breaks is a violation of the Labor Code. Employer also failed to accurately
23 calculate the overtime rate for Plaintiff and other non-exempt hourly employees. Employer further
24 failed to adequately pay Plaintiff and other non-exempt hourly employees at their regular rate of
25 pay for sick days.

26 29. Defendant did not compensate Plaintiff and aggrieved employees for time
27 spent performing work for Employer, including completing reports, auditing inventory,
28 amongst other responsibilities.

1 30. Since the LWDA has not indicated that it will be investigating more than sixty-
2 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
3 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
4 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
5 the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following,
6 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
7 applies to any alleged violation of the following provisions: 510 and 1194.

8 31. Plaintiff is informed and believes that Defendant have violated, and continues to
9 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
10 minimum wages and overtime.

11 32. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
12 penalties for each and every violation shown to exist or to have occurred during the Relevant
13 Time Period, in an amount according to proof, as to those penalties that are otherwise only
14 available to public agency enforcement actions.

15 33. Additionally, Plaintiff as a Private Attorney General are entitled to attorney’s fees
16 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
17 interest.

18 **SECOND CAUSE OF ACTION**

19 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
20 **COMPENSATION IN LIEU THEREOF**

21 **(Plaintiff As a Private Attorney General Against All Defendants)**

22 34. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
23 complaint as if fully set forth herein.

24 35. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide
25 that no employer shall employ any person for a work period of more than five (5) hours without
26 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

27 36. Labor Code section 226.7 provides that if an employer fails to provide an
28 employee with a meal period in accordance with this section, the employer shall pay the employee

one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not relieving employees from all work duties during meal periods thereby preventing employees from taking legally compliant meal periods.

37. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have worked shifts more than five (5) hours in a workday.

38. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully waive meal periods.

39. Employer failed to provide Plaintiff and other aggrieved employees with timely uninterrupted meal and rest periods. Additionally, Employer had a practice of failing to adequately staff employees to allow Plaintiff and other aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal or rest break.

40. Furthermore, Employer ordered that Plaintiff and other aggrieved employees to attend to customers, amongst other regardless of whether an employee was on their break.

41. Employer failed to provide Plaintiff and other aggrieved employees a second meal period and third rest period for shifts worked in excess of ten hours.

42. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly employees are entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount to be proven at trial.

43. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

44. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

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THIRD CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF**

(Plaintiff As a Private Attorney General Against All Defendants)

45. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

46. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

47. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and other employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

48. As described above, Defendant failed to reasonably make available rest breaks to Plaintiff and other non-exempt hourly employees throughout the Relevant Time Period.

49. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

50. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

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FOURTH CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE
STATEMENTS**

(Plaintiff As a Private Attorney General Against All Defendants)

51. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

52. Labor Code section 226, subdivision (a), states in pertinent part that, “every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee...” (Lab. Code, § 226.)

53. Defendant knowingly and intentionally failed to provide timely and accurate itemized wage statements to its employees in accordance with Labor Code section 226, subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and the accurate gross pay. Such failure caused injury to its employees in violation of the California labor code.

54. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in

1 accordance with the PAGA.

2 55. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor
3 Code section 2699, subdivision (g)(1), and prejudgment interest.

4 **FIFTH CAUSE OF ACTION**

5 **VIOLATION OF PAGA FOR FAILURE TO REIMBURSE**

6 **NECESSARY BUSINESS EXPENDITURES**

7 **(Plaintiff As a Private Attorney General Against All Defendants)**

8 56. Plaintiff realleges and incorporates by reference the allegations in the preceding
9 paragraphs.

10 57. Labor Code section 2802 states that "An employer shall indemnify his or her
11 employee for all necessary expenditures or losses incurred by the employee in direct consequence
12 of the discharge of his or her duties..."

13 58. Defendant failed to reimburse its employees for necessary expenditures as a direct
14 consequence of the discharge of their duties.

15 59. Defendant knowingly, willingly, and intentionally attempted to offset the cost of
16 doing business on its employees in violation of the California labor code.

17 60. Defendant has a corporate practice and policy of requiring its employees to
18 shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees
19 for necessary business expenditures, specifically requiring employees to wash and maintain their
20 work uniforms in direct consequence of the discharge of their duties to Defendant.

21 61. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney
22 General Act (2004), and more specifically, Labor Code section 2698, will and does seek to
23 recover any and all penalties for each and every violation shown to exist or to have occurred
24 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
25 otherwise only available to public agency enforcement actions. Funds recovered will be
26 distributed in accordance with the PAGA.

27 62. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code
28 section 2699, subdivision (g)(1), and prejudgment interest.

SIXTH CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON TERMINATION
OF EMPLOYMENT**

(Plaintiff As a Private Attorney General Against All Defendants)

63. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

64. Employees who ended their employment with Defendant during the Relevant Time Period, were entitled to be promptly paid all wages owed, including both minimum wage and lawful overtime compensation and other premiums, as required by Labor Code sections 201 and 203.

65. Defendant refused and/or failed to promptly compensate its employees for wages owed as a result of Defendant's failure to properly pay meal and rest break premiums, and minimum and overtime compensation owed for work performed for Defendant.

66. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512, 1174, 1194, and 2802.

67. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

68. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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1. For civil penalties for each violation as provided by law, including, but not limited to, those civil penalties provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff ROSA APARICIO
RODRIGUEZ

EXHIBIT A



John Young, Esq.
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562.590.8400 facsimile
jyoung@mahoney-law.net

April 2, 2024

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

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

VIA CERTIFIED MAIL # 7021 0950 0000 9827 3063

Return Receipt Requested

G & M Oil Company, Inc.

16868 A Lane

Huntington Beach, CA 92647

VIA CERTIFIED MAIL # 7021 0950 0000 9827 3117

Return Receipt Requested

G & M Oil Company, Inc.

1225 8th Street

Sacramento, CA 95814

Re: *Rosa Aparicio Rodriguez v. G & M Oil Company, Inc.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION SECTIONS 2698 *et seq.***

To: California Labor and Workforce Development Agency, G & M Oil Company, Inc.

From: Rosa Aparicio Rodriguez on behalf of herself and aggrieved employees who were subject to G & M Oil Company, Inc.'s unlawful wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Rosa Aparicio Rodriguez ("Employee") as a representative for all other aggrieved employees, who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA").

Please be advised that this letter constitutes written notice required by Labor Code sections 2699.3, subdivision (a)(l) and 2699.3, subdivision (c)(l) and may lead to action against G & M Oil Company, Inc. ("Employer") in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer, and any and all related, parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business.

entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

Theories of Labor Code Violations and Remedies

Employee alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, by failing to provide Employee and all other aggrieved employees all wages for all hours worked, including minimum, overtime and double-time wages, failed to provide meal and rest periods or compensation in lieu thereof, failing to provide accurate wage statements, failing to maintain accurate records of hours worked, failing to pay all compensation due upon separation of employment, and failing to reimburse Employee and all other aggrieved employees for work related expenses. Employee and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer as non-exempt employees during the PAGA Period defined as one year prior to the submission of this letter to the Labor Workforce and Development Agency ("LWDA") and certified mailing to Employer until resolution of these claims.

Employee and other aggrieved employees were regularly not compensated for all hours worked, including minimum wages as well as overtime and double-time wages, which is in violation of Labor Code sections 510, 1194, 1182.12, 1197 and is actionable under Labor Code section 2699.5. Employer's failed to pay Employee and other aggrieved employees the legally mandated wage rates for all hours Employee and other aggrieved employees worked. Employer failed to compensate Employee and other aggrieved employees during time which they were subject to the control of Employer, or suffered or permitted to work for Employer. Specifically, Employer failed to compensate Employee and other aggrieved employees for time spent performing work for Employer, including completing reports, auditing inventory, amongst other responsibilities. Accordingly, time spent performing these tasks were performed without compensation for their time and in violation of Labor Code sections 510, 1194, 1182.12, 1197 and is actionable under Labor Code section 2699.5

Employee will further allege that Employer failed to include all remuneration when calculating his and other aggrieved employees' regular rate for purposes of compensating Employee and other aggrieved employees for her overtime and double-time under Labor Code Labor Code section 510. Specifically, Employer paid hourly non-exempt employees non-discretionary bonuses and incentive compensation and failed to include this compensation when calculating Employee's and other aggrieved employees' regular rate for purposes of overtime rate of pay. Employee will also allege that Employer violated Labor Code section 201 and 202, et seq., due to its uniform policy, practice and procedure of willfully failing to pay the earned and unpaid wages to all such former employees.

Employer also failed to provide Employee and other aggrieved employees with timely uninterrupted meal and rest periods. Employer had a practice of failing to adequately staff employees to allow Employee and other aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal or rest break. Further, Employer

ordered that Employee and other aggrieved employees to attend to customers, amongst other regardless of whether an employee was on their break. Further, Employer failed to provide Employee and other aggrieved employees a second meal period and third rest period for shifts worked in excess of ten hours. As a result of Employer's policy and practices, Employee and other aggrieved employees did not receive timely uninterrupted meal and rest periods and were not compensated with premium wages for non-compliant meal and/or rest periods. Employer's conduct is in violation of Labor Code sections 226.7 and 512, is also actionable under PAGA.

As a result of Employer's failure to pay all wages owed as described herein, Employer violated Labor Code sections 201, 202, 203, 204, 206, and 210 due to their uniform policy, practice, and procedure of failing to timely pay all of the above-mentioned wages earned during and after Employee and the aggrieved employees' employment with Employer.

Further, Employer required Employee and other aggrieved employees to wash and maintain their work uniforms which contains Employer's logo at their own expense. Employee alleges that he and his coworkers had to wash their uniforms separate from their personal clothing because of their uniforms were heavily soiled as a result of carrying out their job duties. Employer failed to reimburse Employee and other aggrieved employees for the cost of washing and maintaining Employer's uniform which is required as part of their employment. Employer failure to reimburse Employee and other aggrieved employees for the cost of washing and maintaining Employer's uniform is in violation of Labor Code section 2802 and therefore is actionable under PAGA. Employer did not reimburse Employee and other aggrieved employees for the aforementioned use of their personal vehicle, in violation of PAGA

In addition, Employer failed to maintain accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing premium wages earned per pay period, all rates of pay on wage statements among other things. This conduct is in violation of Labor Code sections 226, 226.3, 1174, and 1174.5 and is actionable under PAGA.

Employee will bring his lawsuit on behalf of herself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,



John Young, Esq.

MAHONEY LAW GROUP, APC