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Attorneys for Plaintiff, SHIRIN TERESA WELLS,

as an aggrieved employee, and on behalf of all

other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF EL DORADO

SHIRIN TERESA WELLS, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

WOODCREEK OAKS PETROLEUM, INC.,
a California Corporation; STRAUCH
MANAGEMENT, LLC, a California
Corporation; STRAUCH BROTHER
INCORPORATION, a California Corporation;
STRAUCH & COMPANY, a California
Corporation; RANCHO CONVENIENCE
CENTER, INC., a California Corporation;
CAMARON PARK PETROLEUM, INC., a
California Corporation; M & M FUEL, INC.,
a California Corporation; LINDA
PETROLEUM, INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25CV1440

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff SHIRIN TERESA WELLS, as an aggrieved employee, and on behalf of all other
2 aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, alleges as
3 follows:

4 **JURISDICTION AND VENUE**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys'
6 General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against
7 WOODCREEK OAKS PETROLEUM, INC., a California corporation, and any of its respective
8 subsidiaries or affiliated companies within the State of California ("WOODCREEK"), STRAUCH
9 MANAGEMENT, LLC, a California corporation, and any of its respective subsidiaries or affiliated
10 companies within the State of California ("STRAUCH MANAGEMENT"), STRAUCH
11 BROTHER INCORPORATION, a California Corporation, and any of its respective subsidiaries or
12 affiliated companies within the State of California ("STRAUCH BROTHER INCORPORATION");
13 STRAUCH & COMPANY, a California Corporation, and any of its respective subsidiaries or
14 affiliated companies within the State of California ("STRAUCH & COMPANY"), RANCHO
15 CONVENIENCE CENTER, INC., a California Corporation, and any of its respective subsidiaries
16 or affiliated companies within the State of California ("RANCHO CONVENIENCE CENTER"),
17 CAMARON PARK PETROLEUM, INC., a California Corporation, and any of its respective
18 subsidiaries or affiliated companies within the State of California ("CAMARON PARK
19 PETROLEUM"), M & M FUEL, INC., a California Corporation, and any of its respective
20 subsidiaries or affiliated companies within the State of California ("M & M FUEL"), LINDA
21 PETROLEUM, INC., a California corporation, and any of its respective subsidiaries or affiliated
22 companies within the State of California ("LINDA PETROLEUM"), as a proxy of the Labor and
23 Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiff and
24 all other current and former non-exempt employees of Defendants working within the Civil Penalty
25 Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with
26 the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor
27 Code sections 96, 98.6, 201, 202, 203, 204, 210, 221, 223, 222.5, 226, 226.3, 227.3, 232, 232.5,
28 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5, Plaintiff seeks to

1 represent all employees of WOODCREEK, STRAUCH MANAGEMENT, STRAUCH
2 BROTHER, STRAUCH & COMPANY, RANCHO CONVENIENCE CENTER, CAMARON
3 PARK PETROLEUM, M & M FUEL, LINDA PETROLEUM and each of them, DOES 1 through
4 100, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Defendants”)
5 working within three years preceding the date of filing Notice with the LWDA and continuing past
6 the LWDA Notice filing date into perpetuity (“Civil Penalty Period”). On all other claims mentioned
7 herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the
8 Civil Penalty Period. Collectively, those employees shall be known as “Aggrieved Employees”
9 herein.

10 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
11 of Civil Procedure section 410.10.

12 3. Venue is proper in El Dorado County, California pursuant to Code of Civil Procedure
13 sections 392, et seq. because, among other things, El Dorado County is where the causes of action
14 complained of herein arose; the county in which the employment relationship began; the county in
15 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
16 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
17 and Defendants was actually performed; and the county in which Defendants, or some of them,
18 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved
19 Employees in El Dorado County, and because Defendants employ Aggrieved Employees in El
20 Dorado County.

21 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
22 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
23 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
24 to recover civil penalties under the Labor Code Private Attorneys’ General Act of 2004, codified at
25 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
26 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
27 Penalty Period.

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

5 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
6 96, 98.6, 201, 201.3, 202, 203, 204, 206.5, 210, 221, 223, 222.5, 226, 226.3, 226.7, 227.3, 232,
7 232.5, 233, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101, 1102, 1102.5,
8 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, 2800, 2802, 2810.5, 2699,
9 among others, California Code of Regulations, Title 8, Sections 1527, 3366, Business and
10 Professions Code sections 16600, and 17200, Government Code section 12952, as well as applicable
11 Wage Orders.

12 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
13 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
14 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
15 specified in Labor Code section 2699.3.

16 8. On or around June 21, 2024, Plaintiff provided written notice pursuant to Labor Code
17 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
18 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
19 by certified mail, with return receipt requested to Defendants, and each of them.

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

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

11. In the event that Defendants, or either of them, is/are determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section 2699(g)(1)-(3).

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

13. Defendants' conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the June 21, 2024 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

PAGA REPRESENTATIVE ALLEGATIONS

15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking

1 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and
2 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to
3 make phone calls or drive off the clock, and/or go through security screenings and/or temperature
4 checks off the clock; failing to include all forms of remuneration, including non-discretionary
5 bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of
6 remuneration into the regular rate of pay for the pay periods where overtime was worked and the
7 additional compensation was earned for the purpose of calculating the overtime rate of pay;
8 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
9 less hours than actually worked, for paying straight pay instead of overtime pay. Consequently,
10 Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code
11 sections 221, 223, 510, 551, 552, 1194, 1198, 558, 1198 and 2699, or injunctive relief under sections
12 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code
13 section 2699(f)(2)(B)(ii).

14 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
16 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
17 control every day as a result of, without limitation, failing to accurately track and/or pay for all
18 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
19 including, without limitation, by requiring employees: to come early to work and leave late work
20 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
21 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
22 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
23 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
24 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
25 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
26 detrimental rounding of employee time entries; editing and/or manipulation of time entries to show
27 less hours than actually worked; and failing to pay split shift premiums. In addition, Plaintiff and
28 other Aggrieved Employees were required to report to work, and did report, but were not put to

1 work and/or were furnished less than half their usual or scheduled day's work without being paid
2 for half the usual or scheduled work at their regular rate of pay. As such, Plaintiff is informed and
3 believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code
4 sections 221, 223, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure
5 to pay minimum wages for all hours worked, that Plaintiff and other Aggrieved Employees
6 personally suffered these violations, and that Plaintiff and other Aggrieved Employees are entitled
7 to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and
8 1198 to compensate them for at least one unpaid hour of work per day for each Aggrieved Employee
9 in the Civil Penalty Period. Employee further informed and believes, and based thereon alleges, that
10 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
11 Defendant would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure
12 to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections
13 2699(e)(1) and 2699(k). Defendant would further be liable for civil penalties pursuant to Labor
14 Code section 2699(f)(2)(B)(ii).

15 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
16 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
17 minimum wages for all hours worked or otherwise under Employer's control every day as a result
18 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
19 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
20 by requiring employees: to come early to work and leave late work without being able to clock in
21 for all that time, to suffer under Defendants' control due to completing pre-shift tasks before
22 clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
23 working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the
24 clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails
25 and/or texts, off-the-clock; detrimental rounding of employee time entries; editing and/or
26 manipulation of time entries to show less hours than actually worked; and failing to pay split shift
27 premiums. In addition, Plaintiff and other Aggrieved Employees were required to report to work,
28 and did report, but were not put to work and/or were furnished less than half their usual or scheduled

1 day's work without being paid for half the usual or scheduled work at their regular rate of pay. These
2 acts and/or omissions violated Labor Code sections 1771, 1774 and 1198, and, thus Plaintiff would
3 be liable for civil penalties pursuant to these sections and Labor Code section 2699, or injunctive
4 relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based
5 thereon alleges, that Defendant's conduct above gave rise to such violations was malicious,
6 fraudulent, or oppressive. Defendant would further be liable for civil penalties pursuant to Labor
7 Code section 2699(f)(2)(B)(ii).

8 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
9 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
10 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
11 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
12 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
13 periods; not providing timely meal periods; failing to provide first and second meal periods;
14 providing short meal periods, including without, limitation meal periods that were recorded for less
15 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
16 but in practice were shorter than thirty minutes due to requiring that employees carry cellular
17 telephones during meal periods; not permitting employees to leave the premises; otherwise requiring
18 on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by
19 law or during which employees worked. Plaintiff and other Aggrieved Employees personally
20 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
21 alleges, that Defendants violated Labor Code sections 221, 223, 512 and 1198 each day for each
22 Aggrieved Employee during the Civil Penalty Period, and that, thus each Aggrieved Employee was
23 owed one hour of premium pay at their regular rate of pay for each day worked during the Civil
24 Penalty Period under Labor Code section 226.7. However, Plaintiff is informed and believes that
25 those premium payments under Labor Code section 226.7 were not made, either, for these non-
26 compliant meal periods, either at all or at the proper regular rate of pay. Plaintiff would thus be
27 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
28 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and

1 for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under
2 sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges,
3 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
4 oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section
5 2699(f)(2)(B)(ii).

6 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
8 including, without limitation, work over four-hour periods (or major fractions thereof) without
9 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
10 and complete ten-minute rest periods in which the employees are completely relieved of all of their
11 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
12 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
13 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
14 than ten uninterrupted minutes due to, without limitation, time spent having to don and doff safety
15 gear during the rest period, having to retrieve and store personal belongings during the rest period,
16 requiring that they be bundled together and/or with meal periods; interrupting them; requiring that
17 employees carry cellular telephones during rest periods; not providing rest periods in a timely
18 fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-
19 call rest periods. Employee and other Aggrieved Employees personally suffered these violations.
20 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
21 the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and
22 that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay
23 for each day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff
24 is informed and believes that those premium payments under Labor Code section 226.7 were not
25 made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay,
26 in violation of Labor Code sections 226.7 and 1198. Defendants would thus be liable for civil
27 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 223, 558,
28 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to

1 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
2 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
3 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
4 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 20. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
6 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
7 statements and similar payroll documents under Labor Code section 226, documents signed to
8 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
9 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
10 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
11 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
12 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
13 of employment under Labor Code section 1174, subsection (d), , making it difficult for Employee
14 and other aggrieved employees to calculate their unpaid wages and/or premium payments.
15 Employer also failed to provide these documents to Employee and other Aggrieved Employees upon
16 request in violation of these Labor Code sections, as well as Labor Code section 1198. Plaintiff and
17 the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff
18 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
19 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
20 1198, and 2699. Plaintiff is further informed and believes, and based thereon alleges, that
21 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
22 Defendants would further be liable for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(ii).

24 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
25 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
26 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
27 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
28 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at

1 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
2 and based thereon alleges, that Defendants violated Labor Code sections 201, 202, 203, and 1198
3 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
4 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
5 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
6 informed and believes that payments for those penalties under Labor Code section 203 were not
7 made for these violations of Labor Code sections 201, 202, 203. Plaintiff is further informed and
8 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
9 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
10 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
11 Defendants would further be liable for civil penalties pursuant to Labor Code section
12 2699(f)(2)(B)(ii).

13 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 required or require the execution of a release of claim or right on account of wages due, or to become
15 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
16 being paid, to execute a statement of the hours worked during a pay period in which Defendants
17 knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that
18 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
19 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
20 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
21 fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code
22 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
23 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 23. Plaintiff is further informed and believes, and based thereon alleges that Defendants
25 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
26 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
27 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
28 applicable to their employment, allowances claimed as part of the minimum wage, the regular

1 payday designated by Defendants, the name of the employer, including any “doing business as”
2 names used, the name, address and telephone number of the workers’ compensation insurance
3 carrier, information regarding paid sick leave, and other pertinent information required to be
4 disclosed by Employer under Labor Code section 2810.5. Plaintiff is informed and believes that
5 failure to provide such information, including rates of pay that are in effect, has permitted
6 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
7 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice
8 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
9 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
10 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff
11 further informed and believes, and based thereon alleges, that Defendants’ conduct above gave rise
12 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
13 collect from Defendants in connection with these violations’ civil penalties pursuant to Labor Code
14 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
15 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 24. Plaintiff is informed and believes, and based thereon alleges that Defendants also
17 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
18 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
19 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
20 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
21 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
22 medical, physical or drivers’ exams taken as a condition of employment, or for compelling or
23 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a
24 value or things, including, without limitation, Defendants’ product(s) and/or service(s), in direct
25 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
26 as required by Labor Code sections 222.5, 1198, 2800, 2802, and other statutory and common law
27 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
28 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these

1 costs incurred in furtherance of work duties. Plaintiff further informed and believes, and based
2 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
3 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
4 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
5 Defendants would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

7 25. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
8 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
9 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
10 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
11 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
12 the sick pay was not provided at the proper regular of pay as required under California law due to
13 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
14 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
15 contemplated under California and local laws, including, without limitation, under Labor Code
16 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
17 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
18 Labor Code section 221, 223, 233, 245 and 246 involves a mandatory payroll or workplace injury
19 reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
20 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
21 have personally suffered violations under these sections and Defendants would be liable for civil
22 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
23 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
24 Defendants are further informed and believes, and based thereon alleges, that Defendants' conduct
25 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
26 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 26. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
28 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time

1 off and vacation time owed upon separation of employment as wages at their final rate of pay in
2 violation of Labor Code sections 221, 223, 227.3 and applicable Wage Orders. Plaintiff is thus
3 informed and believes that Defendants violated these Labor Code sections, as well as Labor Code
4 section 1198. As such, Plaintiff and other Aggrieved Employees have personally suffered these
5 violations and Defendants would be liable for civil penalties for violation of Labor Code section
6 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1)
7 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
8 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
9 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 27. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
11 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
12 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
13 of any calendar month shall be paid for between the 16th and 26th day of the month during which
14 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
15 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
16 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
17 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
18 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
19 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
20 personally suffered these violations. Plaintiff further informed and believes, and based thereon
21 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
22 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
23 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
24 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 28. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
26 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
27 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
28 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.

1 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
2 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
3 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
4 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
5 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
6 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
8 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
9 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
10 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
11 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
12 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
13 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
14 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
15 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
16 card payment processing fees that may be charged to the employer by the credit card company by
17 not later than the regular payday following the date the patron authorized the credit card. In addition,
18 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
19 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
20 in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved Employees
21 have personally suffered violations thereto and Defendants would be liable for civil penalties
22 pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
23 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
24 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
25 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
27 have a policy or practice of failing to provide all working employees, including without limitation
28 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.

1 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
2 place an adequate number of seats in reasonable proximity to the work area and/or permitted
3 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
4 performance of their duties when employees are not engaged in the active duties of their
5 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
6 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
7 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
8 Employees have personally suffered violations thereto and Defendants would be liable for civil
9 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
10 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
11 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
12 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
14 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
15 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
16 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
17 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
18 from disclosing who else works with Defendants and under what circumstances that they might be
19 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
20 violates Business and Professions Code sections 17200, 16600 and, by virtue thereof, various
21 provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k),
22 and 1198, and that Plaintiff and other Aggrieved Employees have personally suffered these
23 violations. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
24 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
25 would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive
26 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
27 pursuant to Labor Code section 2699(f)(2)(B)(ii).

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1 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
2 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
3 violations of state and federal law, either within Defendants to their managers or outside of
4 Defendants to private attorneys or government officials, among others, in violation of Business and
5 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
6 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
7 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
8 from disclosing information about unsafe or discriminatory working conditions, or about wage and
9 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
10 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
11 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
12 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
13 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
14 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
15 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
17 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
18 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
19 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
20 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
21 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
22 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
23 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
24 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
25 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
26 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
27 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
28 Code section 2699(f)(2)(B)(ii).

1 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
2 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
3 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
4 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
5 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
6 purported confidentiality agreements, purported severance agreements, or purported release
7 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
8 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
9 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
10 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
11 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
12 their work with Defendants, including but not limited to their wages and working conditions.
13 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
14 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
15 Employee is informed and believes that Employer violated Labor Code sections 432.5 and 1198.
16 As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
17 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
18 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
19 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
20 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
21 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
22 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
23 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

24 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
25 and have a practice or policy of conducting unlawful background checks on prospective and current
26 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
27 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
28 without limitation: requiring job applicants and employees to disclose their conviction history before

1 Defendants made a conditional offer of employment; inquiring into or considering the conviction
2 history of applicants before Defendants made any conditional offers of employment; considering,
3 distributing, or disseminating information about arrests not followed by conviction, referrals to or
4 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
5 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
6 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
7 conducting conviction history background checks in connection with any applications for
8 employment; intending to deny an applicant a position of employment solely or in part because of
9 the applicant's conviction history; and asking applicants for employment to disclose, through any
10 written form or verbally, information concerning or related to an arrest, detention, processing,
11 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
12 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
13 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
14 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
15 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
16 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
17 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
18 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
19 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
20 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
21 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
23 and have a practice or policy of relying on the salary history information of an applicant for
24 employment as a factor in determining whether to offer employment to an applicant or what salary
25 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
26 application for employment, an inquiry regarding current and/or former salary history information,
27 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff
28 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,

1 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that
2 Employer has failed to pay its employees at wage rates less than those paid to employees of the
3 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
4 composite of skill, effort, and responsibility, and/or performed under similar working conditions
5 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
6 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and
7 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
8 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
9 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
10 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered
11 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
12 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
13 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
14 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under
15 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
16 Labor Code section 2699(f)(2)(B)(ii).

17 37. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
18 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
19 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
20 Employees pursuant to PAGA.

21 **PARTIES**

22 **A. Plaintiff**

23 38. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
24 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
25 exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from
26 approximately August of 2018 through at least March of 2024.

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1 **B. Defendants**

2 39. Plaintiff is informed and believes and based thereon alleges that defendant
3 WOODCREEK is, and at all times relevant hereto was, a corporation organized and existing under
4 and by virtue of the laws of the State of California and doing business in the County of El Dorado,
5 State of California.

6 40. Plaintiff is informed and believes and based thereon alleges that defendant
7 STRAUCH MANAGEMENT is, and at all times relevant hereto was, a corporation organized and
8 existing under and by virtue of the laws of the State of California and doing business in the County
9 of El Dorado, State of California.

10 41. Plaintiff is informed and believes and based thereon alleges that defendant
11 STRAUCH BROTHER INCORPORATION is, and at all times relevant hereto was, a corporation
12 organized and existing under and by virtue of the laws of the State of California and doing business
13 in the County of El Dorado, State of California.

14 42. Plaintiff is informed and believes and based thereon alleges that defendant
15 STRAUCH & COMPANY is, and at all times relevant hereto was, a corporation organized and
16 existing under and by virtue of the laws of the State of California and doing business in the County
17 of El Dorado, State of California.

18 43. Plaintiff is informed and believes and based thereon alleges that defendant RANCHO
19 CONVENIENCE CENTER, INC. is, and at all times relevant hereto was, a corporation organized
20 and existing under and by virtue of the laws of the State of California and doing business in the
21 County of El Dorado, State of California.

22 44. Plaintiff is informed and believes and based thereon alleges that defendant
23 CAMARON PARK PETROLEUM, INC., is, and at all times relevant hereto was, a corporation
24 organized and existing under and by virtue of the laws of the State of California and doing business
25 in the County of El Dorado, State of California.

26 45. Plaintiff is informed and believes and based thereon alleges that defendant M & M
27 FUEL, INC., is, and at all times relevant hereto was, a corporation organized and existing under and
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1 by virtue of the laws of the State of California and doing business in the County of El Dorado, State
2 of California.

3 46. Plaintiff is informed and believes and based thereon alleges that defendant LINDA
4 PETROLEUM, INC., is, and at all times relevant hereto was, a corporation organized and existing
5 under and by virtue of the laws of the State of California and doing business in the County of El
6 Dorado, State of California.

7 47. The true names and capacities, whether individual, corporate, associate, or otherwise,
8 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
9 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
10 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
11 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
12 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
13 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
14 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
15 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
16 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
17 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
18 include WOODCREEK, STRAUCH MANAGEMENT, STRAUCH BROTHER
19 INCORPORATION, STRAUCH & COMPANY, RANCHO CONVENIENCE CENTER, INC.,
20 CAMARON PARK PETROLEUM, INC, M & M FUEL, INC, LINDA PETROLEUM, INC, and
21 any of their parent, subsidiary, or affiliated companies within the State of California, as well as
22 DOES 1 through 100 identified herein.

23 **JOINT LIABILITY ALLEGATIONS**

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

1 49. All of the acts and conduct described herein of each and every corporate defendant
2 was duly authorized, ordered, and directed by the respective and collective defendant corporate
3 employers, and the officers and management-level employees of said corporate employers. In
4 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
5 their said employees, agents, and representatives, and each of them; and upon completion of the
6 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
7 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
8 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
9 aforementioned corporate employees, agents and representatives.

10 50. Plaintiff is informed and believes, and based thereon alleges, that despite the
11 formation of the purported corporate existence of WOODCREEK, STRAUCH MANAGEMENT,
12 STRAUCH BROTHER INCORPORATION, STRAUCH & COMPANY, RANCHO
13 CONVENIENCE CENTER, INC., CAMARON PARK PETROLEUM, INC, M & M FUEL, INC,
14 LINDA PETROLEUM, INC, and DOES 1 through 50, inclusive (the “Alter Ego Defendants”), they,
15 and each of them, are one and the same with DOES 51 through 100 (“Individual Defendants”), and
16 each of them, due to, but not limited to, the following reasons:

17 a. The Alter Ego Defendants are completely dominated and controlled by the
18 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
19 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
20 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
21 inequitable purpose;

22 b. The Individual Defendants derive actual and significant monetary benefits by
23 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as
24 the funding source for the Individual Defendants’ own personal expenditures;

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

1 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
2 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
3 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
4 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
5 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
6 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
7 herein were, the alter egos of the Individual Defendants;

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

14 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
15 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
16 disregarded.

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

19 52. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
20 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
21 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
22 violations described herein, or some of them.

23 **FIRST AND ONLY CAUSE OF ACTION**

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

25 53. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
26 preceding paragraphs as though fully set forth hereat.

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

56. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204.

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57. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of hours

1 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
2 entity securing the employer's services if the employer is a farm labor contractor; and other such
3 information as required by Labor Code section 226, to the extent it does not include for piece-rate
4 work the information required therein including, without limitation, the quantity, rate and units
5 worked per piece, as well as separately itemized non-productive time and rest and recovery periods

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

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

13 60. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
14 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
15 statements as set forth in the preceding paragraphs.

16 61. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
17 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
18 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
19 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
20 period for each subsequent violation.

21 Violation of Labor Code § 558

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

- 26 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
27 pay period for which the employee was underpaid in addition to an amount sufficient
28 to recover underpaid wages;

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

(3) Wages recovered pursuant to this section shall be paid to the affected employee.”

63. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by employer, the name of the employer, including any “doing business as” names used, the name, address, and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information.

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

Violation of Labor Code § 1174.5

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

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

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67. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

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

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

70. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

Violation of Labor Code § 1197.1

71. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting either individually or 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,

1 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
2 Section 203 as follows:

3 (1) For any initial violation that is intentionally committed, one hundred dollars
4 (\$100) for each underpaid employee for each pay period for which the
5 employee is underpaid. This amount shall be in addition to an amount
6 sufficient to recover underpaid wages, liquidated damages pursuant to Section
7 1194.2, and any applicable penalties imposed pursuant to Section 203.

8 (2) For each subsequent violation for the same specific offense, two hundred fifty
9 dollars (\$250) for each underpaid employee for each pay period for which the
10 employee is underpaid regardless of whether the initial violation is
11 intentionally committed. This amount shall be in addition to an amount
12 sufficient to recover underpaid wages, liquidated damages pursuant to Section
13 1194.2, and any applicable penalties imposed pursuant to Section 203.

14 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
15 Section 203, recovered pursuant to this section shall be paid to the affected
16 employee.”

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

25 73. As a direct and proximate result of the herein-described Labor Code violations,
26 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
27 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
28 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and

1 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
2 subsequent violation.

3 Civil Penalties Under Labor Code § 2699

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

10 75. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
11 each of them, violated the Labor Code sections described in the preceding paragraphs.

12 76. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
13 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
14 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
15 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

16 77. Moreover, Plaintiff and other Aggrieved Employees within the State of California
17 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
18 connection with their herein-described claims for civil penalties.

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1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
3 judgment against Defendants as follows:

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.

12 Dated: June 2, 2025

BIBIYAN LAW GROUP, P.C.

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14 BY: */s/ Faik Yetgin*

15 MOLLY A. DESARIO

16 FAIK YETGIN

17 Attorneys for Plaintiff SHIRIN TERESA
18 WELLS, as an aggrieved employee, and on
19 behalf of all other aggrieved employees under
20 the Labor Code Private Attorneys' General
21 Act of 2004,
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