

November 27, 2024

VIA ON-LINE SUBMISSION AND MAIL:**<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)**

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

H & S OIL, INC.

Mohammad Sattar, Agent for Service of Process
1556 Bell Ave
Sacramento, CA 95838
Certified Mail Tracking Number: 9414 8112 0620 5545 3880 26

Mohammad Sattar

1556 Bell Ave
Sacramento, CA 95838
Certified Mail Tracking Number: 9414 8112 0620 5545 3875 55

LWDA Case No.:

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
*Dominique Brandow v. H & S Oil, Inc., et al.***

Gentlepersons:

This office represents Plaintiff Dominique Brandow (“Plaintiff”) and other similarly situated aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Unless specified below, Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated, Aggrieved Employees, and the State of California, against Defendants, H & S Oil, Inc., Mohammad Sattar, and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along Plaintiff’s Class Action Complaint, which is attached hereto and incorporated by reference herein. The Complaint is being concurrently filed in El Dorado County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.



We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The Class Action Complaint provides the details of Plaintiff's class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as "Aggrieved Employees"). However, with regard to the allegations under Labor Code § 226(a) only, Plaintiff expands the scope and definition of the Aggrieved Employees to all employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present.

Plaintiff is informed and believes and thereon alleges that Defendants MOHAMMAD SATTAR, at all times relevant to this Complaint, was the alter ego of H & S OIL, INC. Plaintiff alleges, upon information and belief, that MOHAMMAD SATTAR, either individually or with members of their family, owned, controlled, and dominated H & S OIL, INC.; that they commingled the funds of H & S OIL, INC. with their personal assets, as well as the assets of other entities owned in whole or in part by them; that they failed to segregate the funds of these separate entities; that they wrongly diverted corporate funds or assets to non-corporate uses; that they treated the assets of H & S OIL, INC. as their own; that they held themselves out as being personally liable for the debts of H & S OIL, INC.; that they failed to maintain minutes or adequate corporate records and confused the records of various entities; that they used the same office or business location and employed the same employees and attorneys for all entities; that they failed to adequately capitalize H & S OIL, INC.; that they used H & S OIL, INC. as a mere shell, instrumentality, or conduit for the business of an individual or individuals, namely, themselves and their families; that they disregarded legal formalities and failed to maintain arm's-length relationships among related entities; that they used the corporate entity to procure labor, services, and merchandise for themselves or other entities; that they diverted assets from H & S OIL, INC. to the detriment of creditors, or manipulated assets and liabilities between entities so as to concentrate the assets in one and the liabilities in another; that they used H & S OIL, INC. as subterfuges of illegal transactions; and that they formed and used H & S OIL, INC. to transfer to it their existing liabilities. Plaintiff further avers that recognizing the acts and conduct described in this Complaint as those only of H & S OIL, INC. would promote an inequitable and unjust result, namely, the deprivation of Plaintiff's fundamental rights under the Labor Code, as described herein.

Plaintiff is informed and believes that MOHAMMAD SATTAR is a natural person who is the owner, director, officer, or managing agent of H & S OIL, INC., who violated, or caused to be violated, the Labor Code Sections alleged herein, and are liable under Labor Code §558.1.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, due to understaffing and heavy workloads, Aggrieved Employees were denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work.

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Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; and (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights.

Furthermore, Defendants failed to pay Aggrieved Employees premium pay wages at their appropriate regular rates of pay for each meal and rest period denied.

Aggrieved Employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing." Additionally, the wage statements issued to Aggrieved Employees were not recorded in "ink or other indelible form."

Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked by the employee" were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(7) as "the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number" were not included on the wage statements issued to Aggrieved Employees.

Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements issued to Plaintiff and Aggrieved Employees failed to state "the name and address of the legal entity that is the employer."

Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee" were not accurately reflected in that: all hours worked, including overtime, were not included.

Furthermore, Defendants failed to provide Aggrieved Employees with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Plaintiff's and Aggrieved Employees' wage statement were only provided in electronic format in violation of Labor Code § 226.

Aggrieved Employees were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Aggrieved Employees were required to purchase black "Dickie's-style" pants and non-slip shoes, which Defendants required as part of the work



uniform. Aggrieved Employees were not reimbursed for these necessary work-related expenses.

Defendants also failed to provide suitable seating to Aggrieved Employees. The operations at Defendant's facilities allowed for the presence and use of a stool or seat by Aggrieved Employees during the performance of their work duties. The nature of the effected job positions can reasonably be accomplished while using a seat or stool. However, Defendant failed to provide Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the Class Action Complaint, the Aggrieved Employees complain of the following violations committed by Defendants:

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Specifically, due to understaffing and heavy workloads, Aggrieved Employees were denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; and (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Aggrieved Employees were required to purchase black "Dickie's-style" pants and non-slip shoes, which Defendants required as part of the work uniform. Aggrieved Employees were not reimbursed for these necessary work-related expenses in violation of Labor Code § 2802.



Defendants systematically and uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks.

Defendants failed to comply with Labor Code section 226(a)(7) as "the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number" were not included on the wage statements issued to Aggrieved Employees.

Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements issues to Plaintiff and Aggrieved Employees failed to state "the name and address of the legal entity that is the employer."

Additionally, for the purposes of Subsection (a)(9), Plaintiff seeks to expand the scope of the Aggrieved Employees she seeks to represent to extend to all individuals employed by Defendants during the applicable period. The wage statements issued to Aggrieved Employees failed to state all applicable hourly rates for which Aggrieved Employees were paid as required by Labor Code § 226(a)(9).



In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.



In light of the foregoing, Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the foregoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their



termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Suitable Seating

Plaintiff also alleges that operations at Defendants' facilities allowed for the presence and use of a stool or seat by the Aggrieved Employees during the performance of their work duties. The nature of the effected job positions can reasonably be accomplished while using a seat or stool. California Labor Code § 1198 requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful." Paragraph (14)(A) of the applicable IWC Wage Orders provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." Paragraph 14(B) of the applicable IWC Wage Orders provides that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

In violation of the applicable sections of the California Labor Code and the requirements of the applicable IWC Wage Order, Defendants failed to provide Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting. Defendants knew or should have known that Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and did not allow them to sit when it did not interfere with the performance of their duties.

With their conduct, Defendants have violated California Labor Code § 1198 and Paragraph 14 of the applicable IWC Wage Orders by failing to provide suitable seating to Aggrieved Employees. Defendants have violated the California Labor Code, including Section 1198, and regulations promulgated thereunder as herein alleged, including Paragraph 14 of the applicable IWC Wage Orders.

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.



Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

The Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) Meal and Rest Period Claims: For failure to provide the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(c) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(d) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available



and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.

David Yeremian

Cc: H & S Oil. Inc. and Mohammad Satta, by Certified Mail

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9 Attorneys for Plaintiff DOMINIQUE M. BRANDOW

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF EL DORADO

12
13 DOMINIQUE M. BRANDOW, on behalf of
herself and all others similarly situated, and
14 the general public,

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16 *Plaintiff,*

17 v.

18 H & S OIL, INC., a California corporation;
MOHAMMAD SATTAR, an individual; and
19 DOES 1 through 50, inclusive,

20 *Defendants.*
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Case No.:

CLASS ACTION COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
3. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
4. Failure to Indemnify (Lab. Code § 2802);
5. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*).

JURY TRIAL DEMANDED

1 Plaintiff DOMINIQUE M. BRANDOW (“Plaintiff”), on behalf of herself, all others similarly
2 situated, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against Defendants H & S OIL, INC., a California
5 corporation, SHELL OIL PRODUCTS COMPANY LLC, a Delaware limited liability company,
6 MOHAMMAD SATTAR, an individual, and DOES 1 through 50, inclusive, (collectively referred to
7 as “Defendants”) for alleged violations of the California Labor Code and California Business and
8 Professions Code. As set forth below, Plaintiff alleges that Defendants have:

- 9 a. failed to provide them with meal periods;
10 b. failed to pay them premium wages for missed meal periods;
11 c. failed to provide them with accurate written wage statements;
12 d. failed to reimburse them with necessary business expenditures;
13 e. failed to pay them all their final wages following separation of employment.

14 Based on these alleged Labor Code violations, Plaintiff now brings this class action to recover
15 unpaid wages, liquidated damages, penalties, restitution, and related relief on behalf of herself, all
16 others similarly situated, and the general public.

17 **JURISDICTION AND VENUE**

18 2. This Court has subject matter jurisdiction to hear this case because the monetary
19 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
20 jurisdiction of the Superior Court of the State of California.

21 3. Venue is proper in the County of El Dorado pursuant to Code of Civil Procedure
22 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
23 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
24 maintains offices, transacts business and/or has an agent therein.

25 4. Venue is proper in El Dorado County because Defendants have at all times alleged
26 herein, conducted business in El Dorado County, and throughout California. As such, venue is proper
27 in any county in California.

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PARTIES

5. Plaintiff DOMINIQUE M. BRANDOW is, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant H & S OIL, INC. is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges that Defendant MOHAMMAD SATTAR is, and at all relevant times mentioned herein, an individual residing in the State of California.

8. Plaintiff is informed and believes and thereon alleges that Defendants MOHAMMAD SATTAR, at all times relevant to this Complaint, was the alter ego of H & S OIL, INC. Plaintiff alleges, upon information and belief, that MOHAMMAD SATTAR, either individually or with members of their family, owned, controlled, and dominated H & S OIL, INC.; that they commingled the funds of H & S OIL, INC. with their personal assets, as well as the assets of other entities owned in whole or in part by them; that they failed to segregate the funds of these separate entities; that they wrongly diverted corporate funds or assets to non-corporate uses; that they treated the assets of H & S OIL, INC. as their own; that they held themselves out as being personally liable for the debts of H & S OIL, INC.; that they failed to maintain minutes or adequate corporate records and confused the records of various entities; that they used the same office or business location and employed the same employees and attorneys for all entities; that they failed to adequately capitalize H & S OIL, INC.; that they used H & S OIL, INC. as a mere shell, instrumentality, or conduit for the business of an individual or individuals, namely, themselves and their families; that they disregarded legal formalities and failed to maintain arm's-length relationships among related entities; that they used the corporate entity to procure labor, services, and merchandise for themselves or other entities; that they diverted assets from H & S OIL, INC. to the detriment of creditors, or manipulated assets and liabilities between entities so as to concentrate the assets in one and the liabilities in another; that they used H & S OIL, INC. as subterfuges of illegal transactions; and that they formed and used H & S OIL, INC. to transfer to it their existing liabilities. Plaintiff further avers that recognizing the acts and

1 conduct described in this Complaint as those only of H & S OIL, INC. would promote an inequitable
2 and unjust result, namely, the deprivation of Plaintiff's fundamental rights under the Labor Code, as
3 described herein.

4 9. Plaintiff is informed and believes that MOHAMMAD SATTAR is a natural person
5 who is the owner, director, officer, or managing agent of H & S OIL, INC., who violated, or caused
6 to be violated, the Labor Code Sections alleged herein, and are liable under Labor Code §558.1.

7 10. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
8 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
9 will amend this Complaint to allege the true names and capacities of the DOE defendants when
10 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
11 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
12 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
13 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
14 defendants when ascertained.

15 11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
16 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
17 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
18 or all of the other defendants, and in doing the things alleged herein, were acting within the course
19 and scope of such relationship and with the full knowledge, consent, and ratification by such other
20 defendants.

21 12. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
22 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
23 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
24 and omissions alleged herein.

25 13. This action has been brought and may be maintained as a class action pursuant to Code
26 of Civil Procedure section 382 because there is a well-defined community of interest among the
27 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
28 unaware of any difficulties likely to be encountered in managing this case as a class action.

1 14. **Relevant Time Period:** The relevant time period is defined as the time period
2 beginning four years prior to the filing of this action until judgment is entered.

- 3 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
4 separately, and/or any staffing agencies and/or any other third parties in hourly or
5 non-exempt positions in California four years prior to the filing of this action and
6 ending on the date that final judgment is entered in this action (“Hourly Employee
7 Class”).
- 8 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
9 a shift in excess of five hours during the four years prior to the filing of this action
10 and ending on the date that final judgment is entered in this action.
- 11 c. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
12 separated from their employment with Defendants during the period beginning
13 three years before the filing of this action and ending when final judgment is
14 entered.
- 15 d. **Wage Statement Class:** All persons employed by Defendants in California during
16 the period beginning one year before the filing of this action and ending when final
17 judgment is entered.
- 18 e. **Expense Reimbursement Class:** All persons employed by Defendants in
19 California who incurred business expenses during the **Relevant Time Period**.
- 20 f. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
21 members employed by Defendants in California during the four years prior to the
22 filing of this action and ending on the date that final judgment is entered in this
23 action.

24 15. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
25 to amend or modify the class definitions with greater specificity, by further division into sub-classes
26 and/or by limitation to particular issues.

27 16. **Numerosity:** The class members are so numerous that the individual joinder of each
28 individual class member is impractical. While Plaintiff does not currently know the exact number of
individual class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
exceeds the minimum required for numerosity under California law.

 17. **Commonality and Predominance:** Common questions of law and fact exist as to all
class members and predominate over any questions which affect only individual class members.
These common questions include, but are not limited to:

- a. Whether Defendants maintained a policy or practice of failing to provide
employees with their meal periods;

- b. Whether Defendants failed to pay premium wages to class members when they have not been provided with meal periods at the appropriate rates of pay;
- c. Whether Defendants failed to provide class members with accurate written wage statements as a result of providing them with written wage statements with inaccurate entries for, among other things, amounts of gross and net wages, and total hours worked;
- d. Whether Defendants applied policies or practices that result in late and/or incomplete final wage payments;
- e. Whether Defendants failed to reimburse class members for all necessary business expenses incurred during the discharge of their duties;
- f. Whether Defendants are liable to class members for waiting time penalties under Labor Code section 203; and
- g. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

18. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

19. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

20. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

21. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the

1 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
2 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
3 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
4 due to many individual class members are likely to be relatively small and would thus make it
5 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
6 class action will serve an important public interest by permitting class members to effectively pursue
7 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
8 or contradictory judgments inherent in individual litigation.

9 **GENERAL ALLEGATIONS**

10 22. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
11 statutory periods.

12 23. Defendants had a common policy and practice of systemically denying Plaintiff and
13 Class Members the opportunity to take meal periods in compliance with the California Law.
14 Specifically, due to understaffing and heavy workloads, Plaintiff and Class Members were denied the
15 opportunity to take timely meal periods prior to the completion of their fifth hour of work.

16 24. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
17 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
18 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
19 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
20 Defendants' practice of requiring putative class members to continue working through their meal and
21 rest periods due to the excessive workload.

22 25. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
23 wages at their appropriate regular rates of pay for each meal period denied.

24 26. Plaintiff and Class Members were not provided with accurate wage statements as
25 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
26 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
27 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
28 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink

1 or other indelible form.”

2 27. Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages
3 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

4 28. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked
5 by the employee” were not accurately reflected in that: all hours worked, including overtime, were
6 not included.

7 29. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned”
8 were not accurately reflected in that: all hours worked, including overtime, were not included.

9 30. Defendants failed to comply with Labor Code section 226(a)(7) as “the name of the
10 employee and only the last four digits of their social security number or an employee identification
11 number other than a social security number” were not included on the wage statements issued to
12 employees.

13 31. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
14 issues to Plaintiff and Class Members failed to state “the name and address of the legal entity that is
15 the employer.”

16 32. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
17 hourly rates in effect during the pay period and the corresponding number of hours worked at each
18 hourly rate by the employee” were not accurately reflected in that: all hours worked, including
19 overtime, were not included.

20 33. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
21 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
22 Plaintiff’s and Class Members’ wage statement were only provided in electronic format in violation
23 of Labor Code § 226.

24 34. Plaintiff and Class Members were not reimbursed for business expenses incurred in
25 executing their duties under Defendant’s employ. Specifically, Plaintiff and Class members
26 purchased black “Dickie’s-style” pants and non-slip shoes, which Defendants required as part of the
27 work uniform. Plaintiff and Class members were not reimbursed for these necessary work-related
28 expenses.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

4 **(Plaintiff and Meal Period Sub-Class)**

5 35. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
6 fully alleged herein.

7 36. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
8 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
9 Code and the applicable Industrial Welfare Commission Wage Order.

10 37. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
11 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
12 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
13 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
14 minutes for each work period of ten hours.

15 38. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
16 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
17 during required meal periods and require employers to pay non-exempt employees an hour of
18 premium wages on each workday that the employee is not provided with the required meal period.

19 39. Compensation for missed meal periods constitutes wages within the meaning of Labor
20 Code section 200.

21 40. Labor Code section 1198 makes it unlawful to employ a person under conditions that
22 violate the applicable Wage Order.

23 41. Section 11 of the applicable Wage Order states:

24 No employer shall employ any person for a work period of more than
25 five (5) hours without a meal period of not less than 30 minutes, except
26 that when a work period of not more than six (6) hours will complete
27 the day’s work the meal period may be waived by mutual consent of
28 the employer and employee. Unless the employee is relieved of all duty
during a 30 minute meal period, the meal period shall be considered an
‘on duty’ meal period and counted as time worked. An ‘on duty’ meal
period shall be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by written

1 agreement between the parties an on-the-job paid meal period is agreed
2 to. The written agreement shall state that the employee may, in writing,
revoke the agreement at any time.

3 42. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
4 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
5 members were not subject to valid on-duty meal period agreements with Defendants.

6 43. Plaintiff alleges that, at all relevant times during the applicable limitations period,
7 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
8 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
9 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
10 Specifically, due to understaffing and heavy workloads, Plaintiff and **Meal Period Sub-Class**
11 members were denied the opportunity to take timely meal periods prior to the completion of their fifth
12 hour of work.

13 44. Plaintiff alleges that, at all relevant times during the applicable limitations period,
14 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
15 **Class** members when they worked five (5) hours without clocking out for any meal period.

16 45. Plaintiff alleges that, at all relevant times during the applicable limitations period,
17 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
18 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
19 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

20 46. Moreover, Defendants written policies fail to inform Meal period Class Members of
21 their meal period rights under the Labor Code and applicable Wage Orders.

22 47. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
23 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
24 regular rates of pay when required meal periods were not provided.

25 48. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
26 herself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
27 thereon, and costs of suit.

28 49. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the

1 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the
2 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

5 **(Lab. Code § 226)**

6 **(Plaintiff and Wage Statement Penalties Sub-Class)**

7 50. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
8 herein.

9 51. Labor Code section 226(a) states:

10 An employer, semimonthly or at the time of each payment of wages,
11 shall furnish to his or her employee, either as a detachable part of the
12 check, draft, or voucher paying the employee's wages, or separately if
13 wages are paid by personal check or cash, an accurate itemized
14 statement in writing showing (1) gross wages earned, (2) total hours
15 worked by the employee, except as provided in subdivision (j), (3) the
16 number of piece-rate units earned and any applicable piece rate if the
17 employee is paid on a piece-rate basis, (4) all deductions, provided that
18 all deductions made on written orders of the employee may be
19 aggregated and shown as one item, (5) net wages earned, (6) the
20 inclusive dates of the period for which the employee is paid, (7) the
21 name of the employee and only the last four digits of his or her social
22 security number or an employee identification number other than a
23 social security number, (8) the name and address of the legal entity that
24 is the employer and, if the employer is a farm labor contractor, as
25 defined in subdivision (b) of Section 1682, the name and address of the
26 legal entity that secured the services of the employer, and (9) all
27 applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked at each hourly rate by the
employee and, beginning July 1, 2013, if the employer is a temporary
services employer as defined in Section 201.3, the rate of pay and the
total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or
other indelible form, properly dated, showing the month, day, and year,
and a copy of the statement and the record of the deductions shall be
kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For
purposes of this subdivision, 'copy' includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

52. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
"detachable part of the check" provision and the "accurate itemized statement in writing" provision
of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee

1 retains the right to elect to receive a written paper stub or record and that those who are provided with
2 electronic wage statements retain the ability to easily access the information and convert the electronic
3 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

4 53. Plaintiff is informed and believes that, at all relevant times during the applicable
5 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
6 with written wage statements as described above. Additionally, the wage statements issued to class
7 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
8 described above.

9 54. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
10 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
11 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statements were only
12 provided in electronic format in violation of Labor Code § 226.

13 55. Defendants failed to comply with Labor Code section 226(a)(7) as "the name of the
14 employee and only the last four digits of their social security number or an employee identification
15 number other than a social security number" were not included on the wage statements issued to
16 **Wage Statement Class** Members.

17 56. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
18 issues to Plaintiff and **Wage Statement Class** Members failed to state "the name and address of the
19 legal entity that is the employer."

20 57. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and
21 **Wage Statement Class** members with accurate written wage statements was intentional in that
22 Defendants have the ability to provide them with accurate wage statements but have intentionally
23 provided them with written wage statements that Defendants have known do not comply with Labor
24 Code section 226(a).

25 58. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
26 Defendants have violated their legal rights to receive accurate wage statements and have misled them
27 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
28 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required

1 discovery and mathematical computations to determine the amount of wages owed, has caused
2 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
3 submission of inaccurate information about wages and deductions to federal and state government
4 agencies.

5 59. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
6 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
7 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
8 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
9 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

12 **(Lab. Code §§ 201-203)**

13 **(Plaintiff and Waiting Time Penalties Sub-Class)**

14 60. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
15 herein.

16 61. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
17 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
18 earned and unpaid before termination or resignation.

19 62. At all relevant times, pursuant to Labor Code section 201, employees who have been
20 discharged have been entitled to payment of all final wages immediately upon termination.

21 63. At all relevant times, pursuant to Labor Code section 202, employees who have
22 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
23 payment of all final wages at the time of resignation.

24 64. Plaintiff is informed and believes that, at all relevant times during the applicable
25 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
26 members all their final wages in accordance with the Labor Code.

27 65. Plaintiff is informed and believes that, at all relevant times during the applicable
28 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**

1 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
2 sections 201 or 202 by failing to timely pay them all final wages.

3 66. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to
4 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members has been willful
5 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
6 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
7 requirements.

8 67. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and
9 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their
10 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

11 68. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
12 and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-**
13 **Class** members, seeks awards of reasonable attorneys' fees and costs.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO INDEMNIFY**

16 **(Lab. Code § 2802)**

17 **(Plaintiff and Reimbursement Class)**

18 69. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
19 herein.

20 70. Labor Code section 2802(a) states:

21 An employer shall indemnify his or her employee for all necessary
22 expenditures or losses incurred by the employee in direct consequence
23 of the discharge of his or her duties, or of his or her obedience to the
24 directions of the employer, even though unlawful, unless the employee,
25 at the time of obeying the directions, believed them to be unlawful.

26 71. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
27 business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff
28 and **Expense Reimbursement Class** members purchased black "Dickie's-style" pants and non-slip
shoes, which Defendants required as part of the work uniform. Plaintiff and **Expense**
Reimbursement Class members were not reimbursed for these necessary work-related expenses.

72. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of the Complaint and until the date of entry of judgment.

73. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and costs pursuant to Code of Civil Procedure section 1021.5.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

(Bus. & Prof. Code §§ 17200 *et seq.*)

(Plaintiff and UCL Class)

74. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

75. Business and Professions Code section 17200 defines “unfair competition” to include any unlawful business practice.

76. Business and Professions Code sections 17203-17204 allow a person who has lost money or property as a result of unfair competition to bring a class action in accordance with Code of Civil Procedure section 382 to recover money or property that may have been acquired from similarly situated persons by means of unfair competition.

77. California law requires employers to pay hourly, non-exempt employees for all hours they are permitted or suffered to work, including hours that the employer knows or reasonable should know that employees have worked.

78. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST and FOURTH causes of action herein.

79. Plaintiff lost money or property as a result of the aforementioned unfair competition.

80. Defendants have or may have acquired money by means of unfair competition.

81. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225, 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802

1 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations alleged
2 herein.

3 82. Defendants have committed criminal conduct through their policies and practices of,
4 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
5 employees with compliant meal periods; pay penalty wages for non-compliant meal periods; and
6 reimbursement for necessary business expenditures.

7 83. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
8 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
9 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
10 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
11 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
12 similarly situated persons in a class action proceeding.

13 84. As a result of Defendants' violations of the Labor Code during the applicable
14 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
15 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

16 85. Plaintiff is informed and believes that other similarly situated persons have been
17 subject to the same unlawful policies or practices of Defendants.

18 86. Due to the unfair and unlawful business practices in violation of the Labor Code,
19 Defendants have gained a competitive advantage over other comparable companies doing business in
20 the State of California that comply with their legal obligations.

21 87. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
22 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
23 violates or is considered unlawful under any other state or federal law.

24 88. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
25 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
26 Defendants, and each of them, and their agents and employees, from further violations of the Labor
27 Code and applicable Wage Orders.

28 89. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff

1 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
2 Defendants, and each of them, and their agents and employees, from further violations of the Labor
3 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
4 an order permanently enjoining Defendants, and each of them, and their respective agents and
5 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
6 Wage Orders.

7 90. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
8 herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
9 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
10 and unfair business practices.

11 91. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
12 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
13 reasonable attorneys' fees in connection with their unfair competition claims.

14 92. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
15 herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
16 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
17 and unfair business practices.

18 93. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
19 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
20 reasonable attorneys' fees in connection with their unfair competition claims.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff, on behalf of herself, all others similarly situated, and the general
23 public, prays for relief and judgment against Defendants as follows:

- 24 a. An order that the action be certified as a class action;
25 b. An order that Plaintiff be appointed class representative;
26 c. An order that counsel for Plaintiff be appointed class counsel;
27 d. Actual damages;
28 e. Unreimbursed expenses;

- f. Restitution;
- g. Declaratory relief;
- h. Pre-judgment interest;
- i. Statutory penalties;
- j. Costs of suit;
- k. Reasonable attorneys' fees; and
- l. Such other relief as the Court deems just and proper.

Dated: November 27, 2024

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
DOMINIQUE M. BRANDOW, and the putative
class

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, on behalf of herself, all other similarly situated, and the general public, hereby
3 demands a jury trial on all issues so triable.

4
5 Dated: November 27, 2024

D.LAW, INC.

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8 _____
9 Emil Davtyan
10 David Yeremian
11 David Keledjian
12 David Arakelyan
13 Attorneys for Plaintiff
14 DOMINIQUE M. BRANDOW, and the putative
15 class
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