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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF EL DORADO

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

Plaintiff,

v.

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

Defendants.

Case No.: 24CV2673

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE 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.*); and
6. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

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

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants H & S OIL,
5 INC., a California corporation, SHELL OIL PRODUCTS COMPANY LLC, a Delaware limited
6 liability company, MOHAMMAD SATTAR, an individual, and DOES 1 through 50, inclusive,
7 (collectively referred to as “Defendants”) for alleged violations of the California Labor Code and
8 California Business and 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 and
15 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
16 restitution, and related relief on behalf of herself, all 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.

28 ///

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.

35. 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.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

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

(Plaintiff and Meal Period Sub-Class)

36. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if fully alleged herein.

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

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

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

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

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

1 42. Section 11 of the applicable Wage Order states:

2 No employer shall employ any person for a work period of more than
3 five (5) hours without a meal period of not less than 30 minutes, except
4 that when a work period of not more than six (6) hours will complete
5 the day's work the meal period may be waived by mutual consent of
6 the employer and employee. Unless the employee is relieved of all duty
7 during a 30 minute meal period, the meal period shall be considered an
8 '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
 agreement between the parties an on-the-job paid meal period is agreed
 to. The written agreement shall state that the employee may, in writing,
 revoke the agreement at any time.

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

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

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

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

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

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

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

6 50. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
7 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the
8 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

9 **SECOND CAUSE OF ACTION**

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

11 **(Lab. Code § 226)**

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

13 51. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
14 herein.

15 52. Labor Code section 226(a) states:

16 An employer, semimonthly or at the time of each payment of wages,
17 shall furnish to his or her employee, either as a detachable part of the
18 check, draft, or voucher paying the employee's wages, or separately if
19 wages are paid by personal check or cash, an accurate itemized
20 statement in writing showing (1) gross wages earned, (2) total hours
21 worked by the employee, except as provided in subdivision (j), (3) the
22 number of piece-rate units earned and any applicable piece rate if the
23 employee is paid on a piece-rate basis, (4) all deductions, provided that
24 all deductions made on written orders of the employee may be
25 aggregated and shown as one item, (5) net wages earned, (6) the
26 inclusive dates of the period for which the employee is paid, (7) the
27 name of the employee and only the last four digits of his or her social
28 security number or an employee identification number other than a
social security number, (8) the name and address of the legal entity that
is the employer and, if the employer is a farm labor contractor, as
defined in subdivision (b) of Section 1682, the name and address of the
legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the
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

1 kept on file by the employer for at least three years at the place of
2 employment or at a central location within the State of California. For
3 purposes of this subdivision, 'copy' includes a duplicate of the itemized
4 statement provided to an employee or a computer-generated record that
5 accurately shows all of the information required by this subdivision.

6 53. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
7 "detachable part of the check" provision and the "accurate itemized statement in writing" provision
8 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
9 retains the right to elect to receive a written paper stub or record and that those who are provided with
10 electronic wage statements retain the ability to easily access the information and convert the electronic
11 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

12 54. Plaintiff is informed and believes that, at all relevant times during the applicable
13 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
14 with written wage statements as described above. Additionally, the wage statements issued to class
15 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
16 described above.

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

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

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

28 58. Plaintiff is informed and believes that Defendants' failure to provide Plaintiff and
Wage Statement Class members with accurate written wage statements was intentional in that

1 Defendants have the ability to provide them with accurate wage statements but have intentionally
2 provided them with written wage statements that Defendants have known do not comply with Labor
3 Code section 226(a).

4 59. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
5 Defendants have violated their legal rights to receive accurate wage statements and have misled them
6 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
7 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
8 discovery and mathematical computations to determine the amount of wages owed, has caused
9 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
10 submission of inaccurate information about wages and deductions to federal and state government
11 agencies.

12 60. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
13 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
14 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
15 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
16 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

17 **THIRD CAUSE OF ACTION**

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

19 **(Lab. Code §§ 201-203)**

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

21 61. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
22 herein.

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

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

28 64. At all relevant times, pursuant to Labor Code section 202, employees who have

1 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
2 payment of all final wages at the time of resignation.

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

6 66. Plaintiff is informed and believes that, at all relevant times during the applicable
7 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
8 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
9 sections 201 or 202 by failing to timely pay them all final wages.

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

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

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

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO INDEMNIFY**

23 **(Lab. Code § 2802)**

24 **(Plaintiff and Reimbursement Class)**

25 70. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
26 herein.

27 71. Labor Code section 2802(a) states:

28 An employer shall indemnify his or her employee for all necessary

1 expenditures or losses incurred by the employee in direct consequence
2 of the discharge of his or her duties, or of his or her obedience to the
3 directions of the employer, even though unlawful, unless the employee,
4 at the time of obeying the directions, believed them to be unlawful.

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

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

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

16 **FIFTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

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

19 **(Plaintiff and UCL Class)**

20 75. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
21 herein.

22 76. Business and Professions Code section 17200 defines "unfair competition" to include
23 any unlawful business practice.

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

28 78. 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

1 know that employees have worked.

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

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

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

6 82. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor
7 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
8 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802
9 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations alleged
10 herein.

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

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

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

24 86. Plaintiff is informed and believes that other similarly situated persons have been
25 subject to the same unlawful policies or practices of Defendants.

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

1 88. California’s Unfair Competition Law (“UCL”) permits civil recovery and injunctive
2 relief for “any unlawful, unfair or fraudulent business act or practice,” including if a practice or act
3 violates or is considered unlawful under any other state or federal law.

4 89. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
5 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
6 Defendants, and each of them, and their agents and employees, from further violations of the Labor
7 Code and applicable Wage Orders.

8 90. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
9 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
10 Defendants, and each of them, and their agents and employees, from further violations of the Labor
11 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
12 an order permanently enjoining Defendants, and each of them, and their respective agents and
13 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
14 Wage Orders.

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

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

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

26 94. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
27 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
28 reasonable attorneys’ fees in connection with their unfair competition claims.

1 **SIXTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698, *et seq.*)**

4 95. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 96. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
7 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

8 97. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself
9 and other current and former employees, to bring a representative civil action to recover civil penalties
10 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
11 maintained as a class action pursuant to Code of Civil Procedure section 382.

12 98. Plaintiff, a former employee against whom Defendants committed one or more of the
13 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
14 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
15 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
16 Defendants within the state of California from one year prior to the date of this letter and continuing
17 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
18 “Aggrieved Employees”)

19 99. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
20 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
21 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
22 investigate.

23 100. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
24 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7,
25 _____

26 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for
27 Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved
28 Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.*
(2018) 23 Cal.App.5th 745.

1 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, and 2802.:

- 2 i. For violations of Labor Code §§ 201, 202, 203, 210, 226, 226.7, 1174, 1194,
3 1198 and 2802, one hundred dollars (\$100) for each employee per pay period
4 for each initial violation and two hundred dollars (\$200) for each employee per
5 pay period for each subsequent violation (penalties set by Labor Code §
6 2699(f)(2));
- 7 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
8 (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 9 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
10 employee for each initial violation that was neither willful nor intentional, two
11 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
12 withheld from each employee, for each initial violation that was either willful
13 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
14 five percent (25%) of the amount unlawfully withheld from each employee,
15 for each subsequent violation, regardless of whether the subsequent violation
16 was either willful or intentional (penalties set by Labor Code § 210);
- 17 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
18 employee for each initial violation that was neither willful nor intentional, two
19 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
20 the amount unlawfully withheld from each employee, for each initial violation
21 that was either willful or intentional, and two hundred dollars (\$200) for each
22 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
23 from each employee, for each subsequent violation, regardless of whether the
24 subsequent violation was either willful or intentional (penalties set by Labor
25 Code § 225.5);
- 26 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
27 citation, two hundred and fifty dollars (\$250) for each employee for each
28 violation. Alternatively, if an initial citation or its equivalent occurred before

the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

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

- a. An order that the action be certified as a class action;
- b. An order that Plaintiff be appointed class representative;
- c. An order that counsel for Plaintiff be appointed class counsel;
- d. Actual damages;
- e. Unreimbursed expenses;
- f. Restitution;
- g. Declaratory relief;
- h. Pre-judgment interest;
- i. Statutory penalties;

- j. Civil penalties;
- k. Costs of suit;
- l. Reasonable attorneys' fees; and
- m. Such other relief as the Court deems just and proper.

Dated: January 29, 2025

D.LAW, INC.



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

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DEMAND FOR JURY TRIAL

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

Dated: January 29, 2025 D.LAW, INC.



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

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

Nilesh Choudhary
Cheryl Creek
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☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Jordan Floyd