

Tuvia Korobkin (SBN 268066)
tuvia@marqueelaw.com
Gary S. Brotman (SBN 287726)
gary@marqueelaw.com
Alex Purcell (SBN 347862)
alex@marqueelaw.com
MARQUEE LAW GROUP, A Professional Corporation
9100 Wilshire Boulevard, Suite 445 East Tower
Beverly Hills, California 90212
(310) 275-1844 telephone
(310) 275-1801 fax

Attorneys for Plaintiff
MICHAEL REDDING

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County of Madera
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA

MICHAEL REDDING, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

ARCHAEA ENERGY SERVICES, LLC, a
limited liability company; BP AMERICA
INC., a Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. MCV093673

**FIRST AMENDED CLASS,
COLLECTIVE, AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

- (1) FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
511, 558, 1194, 1198, 1815);**
- (2) FAIR LABOR STANDARDS ACT
VIOLATIONS (29 U.S.C. § 201, *et
seq.*);**
- (3) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (4) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (5) UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*);**
- (6) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Michael Redding (“Plaintiff”), on behalf of himself and all others similarly
2 situated, and as a private attorney general on behalf of the State of California and other aggrieved
3 employees, brings this First Amended Class, Collective, and Representative Action Complaint
4 against Archaea Energy Services, LLC, BP America Inc., and Does 1 through 100, inclusive
5 (collectively, “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other aggrieved employees, brings this
9 class, collective, and representative action for unpaid wages and penalties under the Fair Labor
10 Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*; California Business and Professions Code
11 section 17200, *et. seq.*; Labor Code sections 201-204, 226, 510, 558, 1194, 1198, 2698 *et seq.*;
12 and Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”), in addition to seeking
13 declaratory relief and restitution. This class action is brought pursuant to California Code of Civil
14 Procedure section 382. This Court has jurisdiction over Defendants’ violations of the California
15 Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
19 occurred in Madera County. Defendants own, maintain offices, transact business, have an agent
20 or agents within Madera County, and/or otherwise are found within Madera County, and
21 Defendants are within the jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
25 the filing of this action and within the statute of limitations periods applicable to each cause of
26 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
27 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
28 and/or property, and has been deprived of the rights guaranteed by the FLSA; California Labor

Code sections 201-204, 226, 510, 558, 1194, 1198, 2698 *et seq.*; California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 4.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as an energy company turning waste into renewable natural gas, and that they employed Plaintiff and other similarly situated non-exempt employees within Madera County, the State of California, and the United States.

5. Defendant Archaea Energy LLC holds itself out to be the largest renewable natural gas producer in the United States, operating around 50 sites with a presence in 32 states, according to its webpage on the BP website. At some point during the relevant time period, Defendant BP America Inc. acquired Defendant Archaea Energy Services LLC.

6. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 16) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

7. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

8. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

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1 9. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
5 Members (as defined in Paragraph 16).

6 **GENERAL FACTUAL ALLEGATIONS**

7 10. Plaintiff worked for Defendants as an Operations Technician from in or about
8 April 2023 until on or about August 22, 2024.

9 11. During Plaintiff's employment with Defendants, Plaintiff and many other non-
10 exempt employees were paid on an hourly basis. Plaintiff and other non-exempt employees also
11 regularly receive non-discretionary bonuses and/or other compensation that may not be excluded
12 from the "regular rate" of pay (such forms of compensation are hereinafter referred to as
13 "Incentive Pay"). For example, as a part of Plaintiff's job duties, he was placed on an "on call
14 roster" and had to spend about one week per month on call, wherein he was responsible for
15 responding to any issues at the plant for which he was on call. Plaintiff was paid an hourly wage
16 for on-call time, and in addition, Plaintiff received a production bonus that was calculated based
17 on pre-set criteria including the number of plants he was on call for, whether the plant was down
18 for a portion of the on-call period, and/or other non-discretionary factors. For example, Plaintiff
19 received a bonus labeled "Monthlyprodinc" of \$1,000 in or about November 2023, and another
20 bonus with the same label of \$400.00 in or about December 2023.

21 12. When Plaintiff began working for Defendants, the production bonus was paid
22 approximately on a monthly basis. In or about 2024, Defendants began paying the bonus on a
23 quarterly basis and changed the label on employee paystubs. For example, Plaintiff's paystub
24 dated June 14, 2024, contains a line item for "QTRMOMBON" in the amount of \$2,529.18.
25 However, the bonuses at all relevant times remained non-discretionary and a regular part of
26 Defendants' employees' pay.

27 13. When Plaintiff and other non-exempt employees are paid overtime (or double-
28 time), Defendants pay them at one and a half times (or two times) their base rate of pay, rather

than at one and a half times (or two times) their “regular rate” of pay. Specifically, Defendants fail to incorporate the Incentive Pay paid to Plaintiff and other non-exempt employees into the overtime and double-time rates. Thus, for his overtime and double-time wages paid in November and December 2023, for example, Plaintiff was paid at \$52.56 and approximately \$70.08 per hour, respectively, which were 1.5 times and 2 times his base hourly rate of \$35.04.

14. Defendants’ failure to pay overtime (and double-time) wages at one and a half times (or two times) the regular rate of pay has further resulted in Defendants’ maintaining inaccurate payroll records and issuing inaccurate wage statements to Plaintiff and other non-exempt employees.

15. As a further result of Defendants’ failure to pay all overtime and double-time wages, Defendants failed to pay all wages to Plaintiff and other formerly employed non-exempt employees at the separation of their employment.

CLASS ACTION ALLEGATIONS

16. **FLSA Overtime Class**: Plaintiff files this case as an “opt-in” collective action as specifically allowed by 29 U.S.C. § 216(b). The FLSA Overtime Class that Plaintiff seeks to represent consists of:

all individuals who are or were employed by the Defendants in the United States who were paid Incentive Pay and who worked more than 40.0 hours in a workweek in a corresponding time period, at any time from three years immediately preceding the filing of this action through the present.

17. This action is appropriate for collective action status because Defendants have acted in the same manner with regard to all members of the FLSA Overtime Class by underpaying their overtime compensation.

18. **California Classes**: Plaintiff further brings this action on behalf of himself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The **California Overtime Class** consists of all of the Defendants’ current and former non-exempt employees in California who were paid Incentive Pay and who worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek in a corresponding

time period, at any time from four years immediately preceding the filing of this action through the present.

b. The Wage Statement Class consists of all members of the California Overtime Class who received a wage statement, at any time from one year immediately prior to the filing of this action through the present.

c. The Waiting Time Class consists of all members of the California Overtime Class who are no longer employed by Defendants and whose employment with Defendants ended at any time from three years immediately preceding the filing of this action through the present.

19. **Numerosity/Ascertainability:** The Classes are so numerous that joinder of all members would be impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals each. The identity of such membership is readily ascertainable via Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation:

- i. Whether Defendants' payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194 by requiring overtime and/or double-time work and not paying the California Overtime Class for said work according to California's overtime laws;
- ii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- iii. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment; and
- iv. Whether Defendants violated the FLSA by failing to pay all overtime wages to the FLSA Overtime Class in conformance with the FLSA.

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1 21. **Predominance of Common Questions:** Common questions predominate over
2 questions that affect only individual Class members. The common questions of law set forth
3 above are numerous and substantial and stem from Defendants’ policies and/or practices
4 applicable to each Class member, such as Defendants’ overtime payment policies/practices. Thus,
5 common questions predominate over individual questions concerning each Class member.

6 22. **Typicality:** Plaintiff’s claims are typical of the claims of the Classes because
7 Plaintiff was employed by Defendants as a non-exempt employee in California during the
8 statute(s) of limitation applicable to each cause of action pled herein. As alleged herein, Plaintiff,
9 like the Class members, was deprived of all earned overtime wages, was furnished with inaccurate
10 wage statements, and was not timely paid all wages owed at the separation of his employment.

11 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
12 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
13 Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the members of
14 the Classes and Plaintiff. Plaintiff’s attorneys have prosecuted numerous wage-and-hour class
15 actions in state and federal courts in the past and are committed to vigorously prosecuting this
16 action on behalf of the members of the Classes.

17 24. **Superiority:** The Fair Labor Standards Act and the California Labor Code are
18 broadly remedial in nature and serve an important public interest in establishing minimum
19 working conditions and standards in the United States and in California. These laws and labor
20 standards protect the average working employee from exploitation by employers who have the
21 responsibility to follow the laws and who may seek to take advantage of superior economic and
22 bargaining power in setting onerous terms and conditions of employment. The nature of this
23 action and the format of laws available to Plaintiff and members of the Classes make the class
24 action format a particularly efficient and appropriate procedure to redress the violations alleged
25 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
26 gain an unfair advantage, as they would be able to exploit and overwhelm the limited resources
27 of each individual plaintiff with their vastly superior financial and legal resources. Moreover,
28 requiring each member of the Classes to pursue an individual remedy would discourage the

1 assertion of lawful claims by employees who would be disinclined to file an action against their
2 former and/or current employer for real and justifiable fear of retaliation and permanent damages
3 to their careers at subsequent employment. Further, the prosecution of separate actions by
4 individual class members would create a substantial risk of inconsistent or varying verdicts or
5 adjudications with respect to the individual class members against Defendants herein; and which
6 would establish potentially incompatible standards of conduct for Defendants. Further, the claims
7 of individual Class members are not large enough to warrant individual prosecution considering
8 all of the concomitant costs and expenses attending thereto. Thus, the Classes are maintainable
9 under the FLSA and under Section 382 of the Code of Civil Procedure.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY OVERTIME WAGES**

12 **(AGAINST ALL DEFENDANTS)**

13 25. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

14 26. This cause of action is brought pursuant to California Labor Code §§ 204, 510,
15 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages
16 for all overtime hours worked, and which provide a private right of action for the failure to pay
17 all overtime compensation for overtime work performed.

18 27. At all times relevant herein, Defendants were required to properly compensate
19 Plaintiff and members of the California Overtime Class for all overtime hours worked pursuant
20 to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to
21 pay an employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in
22 excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8
23 hours on the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an
24 employer to pay an employee double the employee’s regular rate of pay for work in excess of 12
25 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the
26 workweek. As alleged herein, Defendants caused Plaintiff and California Overtime Class
27 members to work overtime and double-time hours but did not compensate them at one and one-
28 half times (or two times) their regular rate of pay for such hours.

1 28. The foregoing policies and practices are unlawful and create entitlement to
2 recovery by Plaintiff and the California Overtime Class in a civil action for the unpaid amount of
3 overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and
4 costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, 1198, and Code
5 of Civil Procedure § 1021.5.

6 **SECOND CAUSE OF ACTION**

7 **FLSA VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

9 29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 30. This cause of action is brought pursuant to 29 U.S.C. § 207, which requires
11 employers to pay all non-exempt employees one and one-half times the "regular rate" of pay for
12 all hours worked in excess of 40 hours per workweek.

13 31. Plaintiff and members of the FLSA Overtime Class worked in excess of 40 hours
14 per workweek, but were not paid overtime compensation at one and one-half times the "regular
15 rate" of pay, as Defendants failed to incorporate the value of Incentive Pay in the "regular rate"
16 when calculating overtime compensation.

17 32. As a result of a policy or practice, Plaintiff and members of the FLSA Overtime
18 Class have been paid overtime at one and one-half times the base rate of pay, not the "regular
19 rate" of pay. Thus, Defendants have failed to properly calculate and pay Plaintiff's and the FLSA
20 Overtime Class members' one and one-half times the regular rate of pay for all hours worked in
21 excess of 40 per workweek.

22 33. Defendants' policy and practice of requiring overtime work and not paying at the
23 proper overtime rate for said work violates the FLSA's overtime requirements including, but not
24 limited to, 29 U.S.C. § 207.

25 34. Defendants' policies and practices, as alleged, constitute a willful violation of the
26 FLSA, within the meaning of 29 U.S.C. § 255.

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28 ///

35. Defendants' policy and practice of failing to pay overtime for Plaintiff and members of the FLSA Overtime Class creates an entitlement to recovery by Plaintiff and members of the FLSA Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including liquidated damages, attorneys' fees and costs, per 29 U.S.C. § 216, and interest thereon.

THIRD CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all wages earned and all applicable rates of pay, in violation of California Labor Code § 226.

38. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their overtime wages, and deprived them of the information necessary to identify and reconcile the discrepancies in Defendants' reported data.

39. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

FOURTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

41. This cause of action is brought pursuant to California Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee, or the employee provides at least 72 hours of

1 notice of their intent to quit. In the event the employee provides less than 72 hours of notice of
2 their intent to quit, said employee's wages become due and payable not later than 72 hours upon
3 said employee's last date of employment.

4 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 failed to timely pay Plaintiff and Waiting Time Class members all final wages due to them at their
6 termination, including (but not limited to) unpaid overtime and double-time wages.

7 43. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
8 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
9 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
10 to the requirements of Labor Code §§ 201-203.

11 44. Defendants' failure to pay all final wages was willful within the meaning of Labor
12 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
13 Time Class their earned wages upon separation from employment results in a continued payment
14 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
15 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
16 attorneys' fees and costs of suit.

17 **FIFTH CAUSE OF ACTION**

18 **UNFAIR COMPETITION**

19 **(AGAINST ALL DEFENDANTS)**

20 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 46. Defendants have engaged, and continue to engage, in unfair and/or unlawful
22 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
23 Plaintiff and the California Overtime Class, Wage Statement Class, and Waiting Time Class all
24 overtime and double-time wages due, failing to furnish accurate itemized wage statements, and
25 failing to pay all wages due at termination.

26 47. Defendants' utilization of these unfair and/or unlawful business practices has
27 deprived Plaintiff and members of the California Overtime Class, Wage Statement Class, and
28 Waiting Time Class of compensation to which they are legally entitled, constitutes unfair and/or

1 unlawful competition, and provides an unfair advantage over Defendants' competitors who have
2 been and/or are currently employing workers and attempting to do so in honest compliance with
3 applicable wage and hour laws.

4 48. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
5 herein, Plaintiff, for himself and on behalf of the members of the California Overtime Class, Wage
6 Statement Class, and Waiting Time Class, seeks full restitution of monies as necessary and
7 according to proof, to restore all monies withheld, acquired, and/or converted by Defendants
8 pursuant to Business & Professions Code §§ 17203 and 17208.

9 49. The acts complained of herein occurred within the four years immediately
10 preceding the filing of this action.

11 50. Plaintiff was compelled to retain the services of counsel to file this court action to
12 protect his interests and those of the California Overtime Class, Wage Statement Class, and
13 Waiting Time Class, to obtain restitution and injunctive relief on behalf of Defendants' current
14 non-exempt employees in California, and to enforce important rights affecting the public interest.
15 Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled
16 to recover under California Code of Civil Procedure § 1021.5.

17 **SIXTH CAUSE OF ACTION**

18 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**
19 **(AGAINST ALL DEFENDANTS)**

20 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 52. Defendants have committed several Labor Code violations against Plaintiff and
22 other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor
23 Code § 2698 *et seq.* Plaintiff, acting on behalf of himself and other aggrieved employees, brings
24 this representative action against Defendants to recover the civil penalties due to Plaintiff, other
25 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
26 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
27 each failure to pay each employee and \$200.00 for each subsequent violation or willful or
28 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus

25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198; and
- c. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203;

51. On or about December 2, 2024, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 50 (a)-(c) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act (“PAGA”) with respect to these violations. As noted in Plaintiff’s notice letter, the “aggrieved employees” Plaintiff seeks to represent in his PAGA action are all current and former non-exempt employees of Defendants who have worked for Defendants in California at any time from one year immediately preceding the date of Plaintiff’s PAGA notice letter through the date that judgment is entered in Plaintiff’s PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

53. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 511, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, liquidated, general, and special damages pursuant to 29 U.S.C. §§ 207 and 216;
6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;
7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;
9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to

1 Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00
2 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4)
3 \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent
4 violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
5 each initial violation and \$200.00 for each subsequent violation per employee per pay period for
6 those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to
7 Labor Code § 2699(f);

8 10. Prejudgment interest on all due and unpaid wages and other damages pursuant to
9 Cal. Labor Code §§ 218.6, 1194(a), California Civil Code § 3287, and all other relevant statutes;

10 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
11 226(e), 1194 *et seq.*, 2699(k), Code of Civil Procedure § 1021.5, 29 U.S.C. § 216(b), and all other
12 relevant statutes; and

13 12. For such other and further relief the Court may deem just and proper.

14
15 Date: February 7, 2025

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

16
17 By:


Tuvia Korobkin
Attorneys for Plaintiff

18
19
20 **DEMAND FOR JURY TRIAL**

21 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

22
23 Dated: February 7, 2025

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

24
25 By:


Tuvia Korobkin
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 I declare that I am over the age of eighteen (18) and not a party to this action. My business
3 address is 9100 Wilshire Boulevard, Suite 445, East Tower, Beverly Hills, California 90212.

4 On February 7, 2025, I served the foregoing document(s) described as:

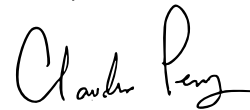
5 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION**

6 on all interested parties in this action by transmitting a true copy of the document(s) described
7 above, addressed as follows:

8 **SEE ATTACHED SERVICE LIST**

- 9 () **BY MAIL** as follows: I am “readily familiar” with the firm’s practice of collection and
10 processing of correspondence for mailing with the United States Postal Service. I know
11 that the correspondence was deposited with the United States Postal Service on the same
12 day this declaration was executed in the ordinary course of business. I know that the
13 envelope was sealed and, with postage thereon fully prepaid, placed for collection and
14 mailing on this date in the United States mail at Beverly Hills, California.
- 15 () **BY PERSONAL SERVICE:** I caused to be delivered such envelope by hand to
16 the above addressee(s).
- 17 () **BY OVERNIGHT COURIER:** I am “readily familiar” with the firm’s practice of
18 collecting and processing overnight deliveries, which includes depositing such
19 packages in a receptacle used exclusively for overnight deliveries. The packages
20 were deposited before the regular pickup time and marked accordingly for delivery
21 the next business day.
- 22 (X) **BY ELECTRONIC TRANSMISSION:** Participants in this case were served
23 electronically to the address of the recipient(s) as set forth below. I am readily
24 familiar with the Code of Civil Procedure and California Rules of Court for
25 electronic service and this document/these documents were duly served
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27 above, and the transmission was reported as complete and without error.
28

I declare under penalty of perjury under the laws of the State of California that the above is
true and correct. Executed on February 7, 2025, at Beverly Hills, California.



Claudia Perez

SERVICE LIST:

Orrick, Herrington & Sutcliffe LLP
c/o Katie Briscoe, Esq.
405 Howard Street
San Francisco, CA 94105
E: *kbriscoe@orrick.com*;
mrowley@orrick.com;
kvasquez@orrick.com

*Attorneys for Defendants BP AMERICA INC.,
a Delaware corporation and ARCHAEA
ENERGY SERVICES, LLC, a limited liability
company*