

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

Victoria B. Rivapalacio (State Bar #275115)

victoria@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

SUMMONS ISSUED

Per local Rule, This case is assigned to
Judge Weil, Edward G, for all purposes.

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

VICTOR PAEZ, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

THE KENAN ADVANTAGE GROUP, INC.,
a corporation; KAG SPECIALTY
PRODUCTS GROUP, LLC, a limited
liability company; KAG WEST ENERGY,
LLC, a limited liability company; KAG
ENERGY, LLC, a limited liability company;
KAG FOOD PRODUCTS, LLC, a limited
liability company; KAG LEASING, INC., a
corporation; KAG LOGISTICS, INC., a
corporation; KAG MERCHANT GAS
GROUP, LLC, a limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No. C25-00248

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
226.8, 246, 351, 510, 512, 558(a)(1)(2),
1194, 1197, 1197.1, 1198, 2750.3, 2802,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B),
California Code of Regulations, Title 8,
Section 1 1070(14) (Failure to Provide
Seating), and the applicable Wage
Order(s).

1 Plaintiff Victor Paez (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants The Kenan Advantage Group,
8 Inc., KAG Specialty Products Group, LLC, KAG West Energy, LLC, KAG Energy, LLC, KAG
9 Food Products, LLC, KAG Leasing, Inc., KAG Logistics, Inc., and KAG Merchant Gas Group,
10 LLC (referred to as “DEFENDANTS”) seeking only to recover PAGA civil penalties on behalf
11 of all current and former aggrieved employees that worked for DEFENDANTS. PLAINTIFF
12 does **not seek to recover anything other than penalties as permitted by California Labor**
13 **Code § 2699**. To the extent that statutory violations are mentioned for wage violations,
14 PLAINTIFF does not seek underlying general and/or special damages for those violations, but
15 simply the civil penalties permitted by California Labor Code § 2699.

16 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
17 on behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and
18 sole nature of this action.

19 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
20 DEFENDANTS’ violations under PAGA and solely for the relief as permitted by PAGA – that
21 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
22 complaint should be construed as attempting to obtain any relief that would not be available in
23 a PAGA-only action.

24 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
25 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees,
26 including himself and other aggrieved employees. Nothing in this complaint should be
27 construed as PLAINTIFF suing in his individual capacity.

28 5. DEFENDANTS in order to service customers hire workers to aid

1 DEFENDANTS in providing delivery services to their clients. The cost, as proscribed by law,
2 of the personnel hired to work for DEFENDANTS, includes not only the pay of these
3 employees but the cost of the employer's share of tax payments to the federal and state
4 governments for income taxes, social security taxes, medicare insurance, unemployment
5 insurance and payments for workers' compensation insurance. To avoid the payment of these
6 legally proscribed expenses to the fullest extent possible, DEFENDANTS devised a scheme to
7 place the responsibility for the payment of these costs and expenses of DEFENDANTS on the
8 shoulders of PLAINTIFF and other employees. As employer, DEFENDANTS are legally
9 responsible for the payment of all these expenses.

10 11 **THE PARTIES**

12 6. The Kenan Advantage Group, Inc. is a corporation that at all relevant times
13 mentioned herein conducted and continues to conduct substantial business in California.

14 7. KAG Specialty Products Group, LLC is a limited liability company that at all
15 relevant times mentioned herein conducted and continues to conduct substantial business in
16 California.

17 8. KAG West Energy, LLC is a limited liability company that at all relevant times
18 mentioned herein conducted and continues to conduct substantial business in California.

19 9. KAG Energy, LLC is a limited liability company that at all relevant times
20 mentioned herein conducted and continues to conduct substantial business in California.

21 10. KAG Food Products, LLC is a limited liability company that at all relevant times
22 mentioned herein conducted and continues to conduct substantial business in California.

23 11. KAG Leasing, Inc. is a corporation that at all relevant times mentioned herein
24 conducted and continues to conduct substantial business in California.

25 12. KAG Logistics, Inc. is a corporation that at all relevant times mentioned herein
26 conducted and continues to conduct substantial business in California.

27 13. KAG Merchant Gas Group, LLC is a limited liability company that at all relevant
28 times mentioned herein conducted and continues to conduct substantial business in California.

1 14. The Kenan Advantage Group, Inc., KAG Specialty Products Group, LLC, KAG
2 West Energy, LLC, KAG Energy, LLC, KAG Food Products, LLC, KAG Leasing, Inc., KAG
3 Logistics, Inc., and KAG Merchant Gas Group, LLC are the joint employers of PLAINTIFF as
4 evidenced by paycheck and by the company PLAINTIFF performed work for respectively, and
5 are therefore jointly responsible as employers for the conduct alleged herein, and are therefore
6 collectively referred to herein as ("DEFENDANTS")

7 15. DEFENDANTS at all relevant times mentioned herein conducted and continues
8 to conduct substantial and regular business in the State of California.

9 16. DEFENDANTS are a tank truck transporter and logistics provider, delivering
10 energy commodities, specialty products, merchant gases and food products.

11 17. Plaintiff Paez worked for DEFENDANTS as a driver from October of 2018 to
12 June 21, 2024 and was classified by DEFENDANTS as an independent contractor during his
13 entire employment with DEFENDANTS.

14 18. California Labor Code Section 226.8 provides that “[i]t is unlawful for any person
15 or employer to engage in . . . [w]illful misclassification of an individual as an independent
16 contractor.” The penalty for willful misclassification of employees is a “civil penalty of not less
17 than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for
18 each violation, in addition to any other penalties or fines permitted by law.” It is further
19 provided that, in the event that an employer is found to have engaged in “a pattern or practice
20 of these violations,” the penalties increase to “not less than ten thousand dollars (\$10,000) and
21 not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other
22 penalties or fines permitted by law.” Cal. Labor Code § 226.8.

23 19. Here, DEFENDANTS have willfully misclassified PLAINTIFF and other Drivers
24 as described in Cal. Labor Code § 226.8 and Section 2750.3, and further, that DEFENDANTS
25 have engaged in a “pattern or practice” of such violations as contemplated by the California
26 Labor Code. PLAINTIFF is not free from the control and direction of DEFENDANTS in
27 connection with the performance of the work, both under the contract for the performance of
28 the work and in fact. PLAINTIFF performed work that was not outside the usual course of the

1 DEFENDANTS' business, which is transportation services. Further, PLAINTIFF is not
2 customarily engaged in an independently established trade, occupation, or business of the same
3 nature as that involved in the work performed.

4 20. Upon hire, the position of a Driver was represented by DEFENDANTS to
5 PLAINTIFF and the other Drivers as an independent contractor position capable of paying a
6 percentage of the load per assignment. PLAINTIFF and other Drivers were not compensated
7 overtime wages for any of their time spent working in excess of eight (8) hours in a workday,
8 twelve (12) hours in a workday, and/or forty (40) hours in a workweek. PLAINTIFF and other
9 Drivers were paid the percentage to perform transportation services on DEFENDANTS' behalf
10 regardless of how long they worked. PLAINTIFF and other Drivers were not compensated any
11 other wages besides the non-negotiable service fee per delivery and they were not allowed to
12 record their time while they waited for DEFENDANTS to give them work. The finite set of
13 tasks required to be performed by the Drivers is to pick up the products as directed by
14 DEFENDANTS and deliver those products to DEFENDANTS' customers all in accordance
15 with DEFENDANTS' business practices and policies.

16 21. To perform their job duties, PLAINTIFF and the other Drivers performed work
17 subject to the control of DEFENDANTS in that DEFENDANTS had the authority to exercise
18 complete control over the work performed and the manner and means in which the work was
19 performed. DEFENDANTS provided the customers and DEFENDANTS provided the
20 instructions as to how to perform the driving services.

21 22. California Labor Code § 3357 defines "employee" as "every person in the service
22 of an employer under any appointment or contact of hire or apprenticeship, express or implied,
23 oral or written, whether lawfully or unlawfully employed." In addition to the California Labor
24 Code's presumption that workers are employees, the California Supreme Court has determined
25 the most significant factor to be considered in distinguishing an independent contractor from
26 an employee is whether the *employer or principal has control or the right to control the work*
27 *both as to the work performed and the manner and means in which the work is performed.*
28 DEFENDANTS heavily controlled both the work performed and the manner and means in

1 which the PLAINTIFF and the other drivers performed their work in that:

2 (a) PLAINTIFF and other Drivers were not involved in a distinct business, but
3 instead were provided with instructions as to how to perform their work and the manner and
4 means in which the work was to be performed by means of DEFENDANTS' manuals and
5 written instructions;

6 (b) PLAINTIFF and other Drivers were continuously provided with training
7 and supervision, including following DEFENDANTS' company documents and received
8 training from DEFENDANTS as to how and in what way to perform the transportation services;

9 (c) DEFENDANTS set the requirements as to what policies and procedures
10 all of the Drivers were to follow;

11 (d) PLAINTIFF and other Drivers had no opportunity for profit or loss because
12 DEFENDANTS only paid these workers a flat rate per assignment. DEFENDANTS controlled
13 and assigned the Drivers which tasks were to be performed;

14 (e) PLAINTIFF and other Drivers performed shopping and delivery services
15 which are part of DEFENDANTS' principal business and is closely integrated with and
16 essential to the employer's business of providing transportation services to their customers;

17 (f) PLAINTIFF and other Drivers performed the work themselves and did not
18 hire others to perform their work for them;

19 (g) PLAINTIFF and other Drivers did not have the authority to make
20 employment-related personnel decisions;

21 (h) PLAINTIFF and other Drivers performed their work in a particular order
22 and sequence in accordance with DEFENDANTS' company policy; and,

23 (i) DEFENDANTS had the "right" to control every critical aspect of
24 DEFENDANTS' delivery operations in that DEFENDANTS provided the customer, assigned
25 where the Drivers were to go, and step-by-step instructions to PLAINTIFF and other Drivers
26 as to the entire process of picking up and dropping off goods at their assigned locations.
27 PLAINTIFF and other Drivers provided delivery services ONLY for DEFENDANTS'
28 customers, which DEFENDANTS controlled.

1 23. As a result, stripped of all the legal fictions and artificial barriers to an honest
2 classification of the relationship between PLAINTIFF and all the other Drivers on the one hand,
3 and DEFENDANTS on the other hand, PLAINTIFF and all the other Drivers are and were
4 employees of DEFENDANTS and not independent contractors of DEFENDANTS and should
5 therefore be properly classified as non-exempt, hourly employees.

6 24. PLAINTIFF, and such persons that may be added from time to time who satisfy
7 the requirements and exhaust the administrative procedures under the Private Attorney General
8 Act, brings this Representative Action on behalf of the State of California with respect to
9 himself and all individuals who are or previously were employed by The Kenan Advantage
10 Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or
11 KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG
12 Logistics, Inc. and/or KAG Merchant Gas Group, LLC in California as Drivers and who were
13 classified as independent contractors ("AGGRIEVED EMPLOYEES") during the time period
14 of October 31, 2023 until a date as determined by the Court (the "PAGA PERIOD").

15 25. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently
16 or formerly employed by DEFENDANTS during the PAGA PERIOD, brings this representative
17 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANTS'
18 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 226.8, 246, 351,
19 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2750.3, 2802, California Code of
20 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title
21 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s). Based
22 upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
23 within the meaning of Labor Code § 2699.

24 26. As a matter of company policy, practice and procedure, DEFENDANTS have
25 unlawfully, unfairly and/or deceptively classified every AGGRIEVED EMPLOYEE as
26 "independent contractors" in order to unlawfully avoid compliance with all applicable federal
27 and state laws that require payment for all time worked, business expenses, and the employer's
28 share of payroll taxes and mandatory insurance. As a result of the scheme to defraud the federal

1 and state governments and the AGGRIEVED EMPLOYEES, PLAINTIFF and the
2 AGGRIEVED EMPLOYEES were underpaid throughout their employment with
3 DEFENDANTS.

4 27. The true names and capacities, whether individual, corporate, subsidiary,
5 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
6 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
7 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
8 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
9 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
10 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
11 responsible in some manner for one or more of the events and happenings that proximately
12 caused the injuries and damages hereinafter alleged.

13 28. The agents, servants and/or employees of the Defendants and each of them acting
14 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
15 agent, servant and/or employee of the Defendants, and personally participated in the conduct
16 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
17 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
18 all Defendants are jointly and severally liable to PLAINTIFF and all the AGGRIEVED
19 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
20 agents, servants and/or employees.

21 **THE CONDUCT**

22 29. The finite set of tasks required of PLAINTIFF and the other AGGRIEVED
23 EMPLOYEES as defined by DEFENDANTS was executed by them through the
24 performance of non-exempt labor.

25 30. Although PLAINTIFF and the other AGGRIEVED EMPLOYEES performed
26 non-exempt labor subject to DEFENDANTS' complete control over the manner and means
27 of performance, DEFENDANTS instituted a blanket classification policy, practice and
28 procedure by which all of these AGGRIEVED EMPLOYEES were classified as

1 "independent contractors" exempt from compensation for overtime worked, meal breaks and
2 rest breaks, and reimbursement for business related expenses. By reason of this uniform
3 misclassification, the AGGRIEVED EMPLOYEES were also required to pay
4 DEFENDANTS' share of payroll taxes and mandatory insurance premiums. As a result of
5 this uniform misclassification practice, policy and procedure applicable to PLAINTIFF and
6 the other AGGRIEVED EMPLOYEES who performed this work for DEFENDANTS,
7 DEFENDANTS engaged in a company-wide policy, practice and procedure which
8 uniformly failed to properly classify PLAINTIFF and the other AGGRIEVED
9 EMPLOYEES as employees and thereby failed to pay them overtime wages for overtime
10 worked, reimbursement of business related expenses, failed to provide them with meal and
11 rest breaks, and failed to reimburse these employees for the employer's share of payroll
12 taxes and mandatory insurance. The proper classification of these employees is
13 DEFENDANTS' burden. As a result of DEFENDANTS' intentional disregard of the
14 obligation to meet this burden, DEFENDANTS violated the California Labor Code and
15 regulations promulgated thereunder as herein alleged. DEFENDANTS did not have in place
16 a policy, practice or procedure that provided meal and/or rest breaks to PLAINTIFF and
17 AGGRIEVED EMPLOYEES as evidenced by DEFENDANTS' business records which
18 contain no record of these breaks.

19 31. DEFENDANTS, as a matter of law, have the burden of proving that
20 employees are properly classified and that DEFENDANTS otherwise complies with
21 applicable laws. DEFENDANTS, as a matter of corporate policy, erroneously and
22 unilaterally classified all the AGGRIEVED EMPLOYEES as independent contractors.

23 32. PLAINTIFF and all the AGGRIEVED EMPLOYEES are and were uniformly
24 classified and treated by DEFENDANTS as independent contractors at the time of hire and
25 thereafter, DEFENDANTS failed to take proper steps to determine whether the PLAINTIFF
26 and the AGGRIEVED EMPLOYEES are properly classified under the applicable Industrial
27 Welfare Commission Wage Order and Cal. Lab. Code § 510 as exempt from applicable
28 labor laws. Since DEFENDANTS affirmatively and willfully misclassified PLAINTIFF and

1 AGGRIEVED EMPLOYEES in compliance with California labor laws, DEFENDANTS'
2 practices violated and continue to violate California law. In addition, DEFENDANTS acted
3 deceptively by falsely and fraudulently classifying PLAINTIFF and each AGGRIEVED
4 EMPLOYEE as independent contractors when DEFENDANTS knew or should have known
5 that this classification was false and not based on known facts. DEFENDANTS also acted
6 deceptively by violating the California labor laws. In doing so, DEFENDANTS cheated the
7 competition by paying the AGGRIEVED EMPLOYEES less than the amount competitors
8 paid who complied with the law and cheated the AGGRIEVED EMPLOYEES by not
9 paying them in accordance with California law.

10 33. As a result of their rigorous work schedules, PLAINTIFF and other
11 AGGRIEVED EMPLOYEES were from time to time unable to take off duty meal breaks
12 and were not fully relieved of duty for meal periods. PLAINTIFF and other AGGRIEVED
13 EMPLOYEES were required from time to time to perform work as ordered by
14 DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty
15 meal break. Further, DEFENDANTS failed to provide PLAINTIFF and AGGRIEVED
16 EMPLOYEES with a second off-duty meal period from time to time in which these
17 employees were required by DEFENDANTS to work ten (10) hours of work. PLAINTIFF
18 and the other AGGRIEVED EMPLOYEES therefore forfeited meal breaks without
19 additional compensation and in accordance with DEFENDANTS' strict corporate policy and
20 practice.

21 34. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED
22 EMPLOYEES were also required from time to time to work in excess of four (4) hours
23 without being provided ten (10) minute rest periods. Further, these employees were denied
24 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
25 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
26 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
27 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
28 hours or more from time to time. PLAINTIFF and other AGGRIEVED EMPLOYEES were

1 also not provided with one hour wages in lieu thereof. As a result of their rigorous work
2 schedules, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time
3 denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

4 35. DEFENDANTS intentionally and knowingly failed to reimburse and
5 indemnify PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business
6 expenses incurred by PLAINTIFF and other AGGRIEVED EMPLOYEES in direct
7 consequence of discharging their duties on behalf of DEFENDANTS. Under California
8 Labor Code Section 2802, employers are required to indemnify employees for all expenses
9 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
10 states that "an employer shall indemnify his or her employee for all necessary expenditures
11 or losses incurred by the employee in direct consequence of the discharge of his or her
12 duties, or of his or her obedience to the directions of the employer, even though unlawful,
13 unless the employee, at the time of obeying the directions, believed them to be unlawful."

14 36. In the course of their employment PLAINTIFF and other AGGRIEVED
15 EMPLOYEES as a business expense, were required by DEFENDANTS to use personal
16 cellular phones as a result of and in furtherance of their job duties as employees for
17 DEFENDANTS but were not reimbursed or indemnified by DEFENDANTS for the cost
18 associated with the use of the personal cellular phones for DEFENDANTS' benefit. In the
19 course of their employment with DEFENDANTS, PLAINTIFF and other AGGRIEVED
20 EMPLOYEES incurred unreimbursed business expenses which included, but were not
21 limited to, costs related to the use of their personal cellular phones all on behalf of and for
22 the benefit of DEFENDANTS. Moreover, PLAINTIFF and other AGGRIEVED
23 EMPLOYEES were also required from time to time to pay for parking costs at certain
24 terminals. As a result, in the course of their employment with DEFENDANTS, PLAINTIFF
25 and other AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which
26 included, but were not limited to, costs related to travel all on behalf of and for the benefit of
27 DEFENDANTS.

28 37. From time to time, DEFENDANTS also failed to provide PLAINTIFF and the

1 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which
2 failed to show, among other things, the correct amount of time worked, including, work
3 performed in excess of eight (8) hours in a workday and/or forty (40) hours in any
4 workweek, and correct amount of net and/or gross wages earned. Cal. Lab. Code § 226
5 provides that every employer shall furnish each of his or her employees with an accurate
6 itemized wage statement in writing showing, among other things, gross wages earned and all
7 applicable hourly rates in effect during the pay period and the corresponding amount of time
8 worked at each hourly rate. As a result, DEFENDANTS provided PLAINTIFF and the
9 other AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab. Code §
10 226.

11 38. By reason of this conduct applicable to PLAINTIFF and all the AGGRIEVED
12 EMPLOYEES, DEFENDANTS engaged in a company-wide policy, practice and procedure
13 which failed to correctly classify PLAINTIFF and the AGGRIEVED EMPLOYEES as
14 employees. The proper classification of these employees is DEFENDANTS' burden. As a
15 result of DEFENDANTS' intentional disregard of the obligation to meet this burden,
16 DEFENDANTS failed to pay all required overtime compensation for work performed by
17 PLAINTIFF and other AGGRIEVED EMPLOYEES and violated the California Labor Code
18 and regulations promulgated thereunder as herein alleged.

19 20 **JURISDICTION AND VENUE**

21 39. This Court has jurisdiction over this Action pursuant to California Code of
22 Civil Procedure, Section 410.10.

23 40. Venue is proper in this Court pursuant to California Code of Civil Procedure,
24 Sections 395.5 and 393, because DEFENDANTS operate in locations across California,
25 employ AGGRIEVED EMPLOYEES across California, including in this County, and
26 committed the wrongful conduct herein alleged in this County against AGGRIEVED
27 EMPLOYEES.
28

1 **FIRST CAUSE OF ACTION**

2 **For Violation of the Private Attorneys General Act**

3 **[Cal. Lab. Code §§ 2698]**

4 **(By PLAINTIFF and Against All Defendants)**

5 41. PLAINTIFF realleges and incorporates by this reference, as though fully set
6 forth herein, the prior paragraphs of this Complaint.

7 42. PAGA is a mechanism by which the State of California itself can enforce state
8 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
9 the state's labor law enforcement agencies. An action to recover civil penalties under
10 PAGA is fundamentally a law enforcement action designed to protect the public and not to
11 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
12 but to create a means of "deputizing" citizens as private attorneys general to enforce the
13 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
14 public interest to allow aggrieved employees, acting as private attorneys general to recover
15 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
16 claims cannot be subject to arbitration.

17 43. PLAINTIFF, and such persons that may be added from time to time who
18 satisfy the requirements and exhaust the administrative procedures under the Private
19 Attorney General Act, brings this Representative Action on behalf of the State of California
20 with respect to himself and all individuals who are or previously were employed by The
21 Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG
22 West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG
23 Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC in
24 California as Drivers and who were classified as independent contractors ("AGGRIEVED
25 EMPLOYEES") during the time period of October 31, 2023 until a date as determined by
26 the Court (the "PAGA PERIOD").

27 44. On October 31, 2024, PLAINTIFF gave written notice by electronic mail to
28 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the

1 employer of the specific provisions of this code alleged to have been violated as required by
2 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
3 herein (*PAGA Notice only without draft complaint*). The statutory waiting period for
4 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to
5 Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA
6 pursuant to Section 2699 as the proxy of the State of California with respect to all
7 AGGRIEVED EMPLOYEES as herein defined.

8 45. The policies, acts and practices heretofore described were and are an unlawful
9 business act or practice because DEFENDANTS (a) failed to provide PLAINTIFF and the
10 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
11 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
12 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
13 required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable
14 seating, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201,
15 202, 203, 204, 210, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197,
16 1197.1, 1198, 2750.3, 2802, California Code of Regulations, Title 8, Section 11040,
17 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure
18 to Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil
19 penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil
20 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
21 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF
22 and the AGGRIEVED EMPLOYEES.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
25 severally, as follows:

26
27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

1. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

Dated: January 28, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: /s/ Nicholas De Blouw

Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas J. De Blouw

Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

October 31, 2024

CA3455

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

KAG Food Products, LLC
Certified Mail #9589071052701502087756
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 1351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.* 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC in California as Drivers and who were classified as independent contractors during the time period of October 31, 2023 until a date as determined by the Court. Our offices represent Victor Paez (“Plaintiff”), and other Aggrieved Employees in a lawsuit against The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC (“Defendant”). Plaintiff was employed by Defendant as a driver in California from October of 2018 to June 21, 2024 and has been classified as an independent contractor. However, the job duties of Plaintiff and other Aggrieved Employees did not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiff and other Aggrieved Employees, among other things. Plaintiff and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result,

Plaintiff and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contend that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

October 31, 2024

CA3455

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

KAG Leasing, Inc.
Certified Mail #9589071052701502087749
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 1351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.* 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC in California as Drivers and who were classified as independent contractors during the time period of October 31, 2023 until a date as determined by the Court. Our offices represent Victor Paez (“Plaintiff”), and other Aggrieved Employees in a lawsuit against The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC (“Defendant”). Plaintiff was employed by Defendant as a driver in California from October of 2018 to June 21, 2024 and has been classified as an independent contractor. However, the job duties of Plaintiff and other Aggrieved Employees did not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiff and other Aggrieved Employees, among other things. Plaintiff and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result,

Plaintiff and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contend that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

October 31, 2024

CA3455

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

KAG Logistics, Inc.
Certified Mail #9589071052701502087763
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 1351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.* 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC in California as Drivers and who were classified as independent contractors during the time period of October 31, 2023 until a date as determined by the Court. Our offices represent Victor Paez (“Plaintiff”), and other Aggrieved Employees in a lawsuit against The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC (“Defendant”). Plaintiff was employed by Defendant as a driver in California from October of 2018 to June 21, 2024 and has been classified as an independent contractor. However, the job duties of Plaintiff and other Aggrieved Employees did not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiff and other Aggrieved Employees, among other things. Plaintiff and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result,

Plaintiff and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contend that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

October 31, 2024

CA3455

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

KAG Merchant Gas Group, LLC
Certified Mail #9589071052701502087770
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 1351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.* 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC in California as Drivers and who were classified as independent contractors during the time period of October 31, 2023 until a date as determined by the Court. Our offices represent Victor Paez (“Plaintiff”), and other Aggrieved Employees in a lawsuit against The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC (“Defendant”). Plaintiff was employed by Defendant as a driver in California from October of 2018 to June 21, 2024 and has been classified as an independent contractor. However, the job duties of Plaintiff and other Aggrieved Employees did not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiff and other Aggrieved Employees, among other things. Plaintiff and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result,

Plaintiff and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contend that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

October 31, 2024

CA3455

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

KAG Specialty Products Group, LLC
Certified Mail #9589071052701502087787
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 1351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.* 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC in California as Drivers and who were classified as independent contractors during the time period of October 31, 2023 until a date as determined by the Court. Our offices represent Victor Paez (“Plaintiff”), and other Aggrieved Employees in a lawsuit against The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC (“Defendant”). Plaintiff was employed by Defendant as a driver in California from October of 2018 to June 21, 2024 and has been classified as an independent contractor. However, the job duties of Plaintiff and other Aggrieved Employees did not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiff and other Aggrieved Employees, among other things. Plaintiff and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result,

Plaintiff and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contend that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

October 31, 2024

CA3455

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

KAG West Energy, LLC
Certified Mail #9589071052701502087800
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 1351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.* 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC in California as Drivers and who were classified as independent contractors during the time period of October 31, 2023 until a date as determined by the Court. Our offices represent Victor Paez (“Plaintiff”), and other Aggrieved Employees in a lawsuit against The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC (“Defendant”). Plaintiff was employed by Defendant as a driver in California from October of 2018 to June 21, 2024 and has been classified as an independent contractor. However, the job duties of Plaintiff and other Aggrieved Employees did not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiff and other Aggrieved Employees, among other things. Plaintiff and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result,

Plaintiff and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contend that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

October 31, 2024

CA3454

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

The Kenan Advantage Group, Inc.
Certified Mail #9589071052701502087817
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 1351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.* 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC in California as Drivers and who were classified as independent contractors during the time period of October 31, 2023 until a date as determined by the Court. Our offices represent Victor Paez (“Plaintiff”), and other Aggrieved Employees in a lawsuit against The Kenan Advantage Group, Inc. and/or KAG Specialty Products Group, LLC and/or KAG West Energy, LLC and/or KAG Energy, LLC and/or KAG Food Products, LLC and/or KAG Leasing, Inc. and/or KAG Logistics, Inc. and/or KAG Merchant Gas Group, LLC (“Defendant”). Plaintiff was employed by Defendant as a driver in California from October of 2018 to June 21, 2024 and has been classified as an independent contractor. However, the job duties of Plaintiff and other Aggrieved Employees did not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiff and other Aggrieved Employees, among other things. Plaintiff and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result,

Plaintiff and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contend that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.