

SEP 01 2020

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HUMBERTA JARAMILLO, individually, and on  
8 behalf of others similarly situated

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11  
12 HUMBERTA JARAMILLO, individually,  
and on behalf of others similarly situated,

13 Plaintiff,

14 v.

15 IMPERIAL STATIONS INC, a California  
16 Corporation, and DOES 1 through 20,  
inclusive,

17 Defendants.  
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NO. **20STCV33720**

CLASS ACTION COMPLAINT &  
ENFORCEMENT ACTION UNDER  
THE PRIVATE ATTORNEYS  
GENERAL ACT, CALIFORNIA  
LABOR CODE §§ 2698 ET SEQ.

(1) Violation of California Labor Code  
§§ 226.7, 512(a), 516, and 1198 (Failure  
to Provide Meal Periods);

(2) Violation of California Labor Code  
§§ 226.7, 516, and 1198 (Failure to  
Authorize and Permit Rest Periods);

(3) Violation of California Labor Code  
Violation of California Labor Code §§  
510 and 1198 (Unpaid Overtime);

(4) Violation of California Labor Code  
§§ 1182.12, 1194, 1197, 1197.1 and 1198  
(Failure to pay Minimum Wages);

(5) Violation of California Labor Code  
§§ 226, 226.7, 1174(d) and 1198 (Non-  
Compliant Wage Statements and Failure  
to Maintain Accurate Payroll Records);

(6) Violation of California Labor Code §  
204 (Failure to Timely Pay Wages During  
Employment);

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1 ) (7) Violation of California Labor Code  
2 ) §§ 201 and 202 (Wages Not Timely Paid  
3 ) Upon Termination);  
4 ) (8) Violation of California Labor Code §  
5 ) 2802 (Unreimbursed Business Expenses);  
6 ) (9) Violation of California Labor Code §  
7 ) 2441(a) (Failure to Provide Drinking  
8 ) Water)  
9 ) (10) Civil Penalties for Violations of the  
10 ) California Labor Code Pursuant to  
11 ) PAGA, §§ 2698 et seq; and  
12 ) (11) Violation of California Business &  
13 ) Professions Code §§ 17200, et seq.  
14 ) (Unlawful and Unfair Business Practices)  
15 )  
16 ) DEMAND FOR JURY TRIAL

12 Plaintiff Humberta Jaramillo, individually ("Plaintiff"), on behalf of all other  
13 members of the public similarly situated, and as an aggrieved employee and on behalf of all  
14 other similarly situated aggrieved employees, alleges as follows

15 JURISDICTION AND VENUE

16 1. This class action is brought pursuant to California Code of Civil Procedure  
17 section 382 and California Labor Code sections 2698, et seq. ("PAGA") to recover civil  
18 penalties and any other available relief on behalf of Plaintiff, the State of California, and  
19 other current and former employees who worked for Defendant, IMPERIAL STATIONS  
20 INC. ("IMPERIAL" or "Defendant") in California as a non-exempt, hourly paid employees  
21 and received at least one wage statement and against whom one or more violations of any  
22 provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating  
23 hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage  
24 Order were committed, as set forth in this complaint. The monetary damages, penalties, and  
25 restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court  
26 and will be established according to proof at trial. This Court has jurisdiction over this  
27 action pursuant to the California Constitution, Article VI, section 10. The statutes under  
28 which this action is brought do not specify any other basis for jurisdiction. Plaintiff's share

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1 of damages, penalties, and other relief sought in this action does not exceed \$75,000.

2           2.       This Court has jurisdiction over Defendant because Defendant is a California  
3 corporation doing business in the County of Los Angeles, and the allegations in this  
4 complaint pertain to all gas station and mini-mart locations owned and operated by  
5 Defendant, including a gas station and mini-mart located at 105 E. Arrow Highway in San  
6 Dimas, 91773, County of Los Angeles, CA. Venue is proper in this court for the same  
7 reasons.

## THE PARTIES

9           3.       Plaintiff HUMBERTA JARAMILLO is a resident of the city of Santa Ana, in  
10 the Orange County, California.

11 4. IMPERIAL was and is, upon information and belief, a California corporation,  
12 doing business in the County of Los Angeles, with its primary place of business located at  
13 8221 Garden Grove Blvd., Garden Grove, County of Orange, California 92844  
14 (alternatively having a primary physical business location at 7201 Garden Grove Blvd.,  
15 Garden Grove, County of Orange, California 92844.) At all times herein mentioned,  
16 Plaintiff is informed and believes and on such information and belief, alleges that  
17 IMPERIAL owned and operated at least seven (7) gas stations and appurtenant cashier  
18 stations/convenience stores, in several counties in Southern California, including at 105 E.  
19 Arrow Highway, San Dimas, Los Angeles County, California, all doing business on a 24-  
20 hour basis. Within the past year, IMPERIAL employed plaintiff as a cashier/attendant at a  
21 gas station owned and operated by IMPERIAL located at 8221 Garden Grove Blvd.,  
22 Garden Grove, California.

23 5. IMPERIAL, employed Plaintiff from approximately February 2012 to  
24 October 21, 2019 as an hourly paid retail non-exempt gas station/convenience store cashier  
25 and attendant. At all times herein mentioned, Plaintiff worked for IMPERIAL at its gas  
26 station and appurtenant convenience store and cashiering station located at 8221 Garden  
27 Grove Blvd., Garden Grove. During her employment, Plaintiff typically worked over eight  
28 (8) hours per day and five (5) days per week. Plaintiff's primary job duties included

1 operating the cash register, customer service, merchandise sales, and general store  
2 maintenance and operations.

3 6. Plaintiff is unaware of the true names or capacities of the Defendants sued  
4 herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to  
5 amend the complaint and serve such fictitiously named defendants.

6 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through  
7 20 were the partners, agents, owners, managers, dba's, and/or alter egos of IMPERIAL at  
8 all relevant times, and are in some capacity responsible for the violations alleged in this  
9 complaint and liable for payment of penalties and all other relief prayed for in this  
10 complaint. As to DOES 1 through 20, these unnamed defendants are herein referred to and  
11 incorporated into the term "Defendant" as alleged in this Complaint.

12 GENERAL ALLEGATIONS

13 8. Defendant is a California corporation doing business in the City of San  
14 Dimas, Los Angeles County, and other regions and counties in Southern California.

15 9. Defendant employs, and continues to employ non-exempt hourly paid  
16 employees as attendants at its gas stations and appurtenant cashier stations/convenience  
17 stores in Southern California.

18 10. Plaintiff is informed and believes and thereon alleges that Defendant owns  
19 and operates at least seven (7) such gas stations and stores in the region. Plaintiff is further  
20 informed and believes and thereon alleges that at each such location, Defendant employs at  
21 least three cashier/attendants during each 24-hour period of operation at each location.  
22 Plaintiff is further informed and believes and thereon alleges that, factoring employee  
23 turnover at conservatively 10 cashier attendants per year during the class period (within the  
24 past four (4) years), Defendant has employed over 200 non-exempt hourly  
25 cashiers/attendants who are similarly situated with Plaintiff and whom have suffered and/or  
26 continue to suffer, at least some if not all of the violations by defendant as alleged by  
27 Plaintiff herein.

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1           11. Plaintiff is informed and believes and thereon alleges, that at all times  
2 mentioned herein, Defendant was advised by skilled lawyers and other professionals,  
3 employees and advisors knowledgeable about California labor and wage law, employment  
4 and personnel practices, and about the requirements of California law.

5           12. Plaintiff is informed and believes and thereon alleges, that Plaintiff and class  
6 members were not paid for all hours worked because all hours worked were not recorded.

7           13. Plaintiff is informed and believes, and thereon alleges, that Defendant knew  
8 or should have known that Plaintiff and class members were entitled to meal periods in  
9 accordance with the Labor Code or payment of one (1) additional hour of pay at their  
10 regular rates of pay when they were not provided with timely, uninterrupted, thirty (30)  
11 minute meal periods and that Plaintiff and class members were not provided with all meal  
12 periods or payment of one (1) additional hour of pay at their regular rates of pay when they  
13 did not receive a timely, uninterrupted, thirty (30) minute meal period. In violation of the  
14 California Labor Code, Plaintiff and class members were not permitted to take off-duty,  
15 uninterrupted, compliant meal periods.

16           14. Plaintiff is informed and believes, and thereon alleges, that Defendant knew  
17 or should have known that Plaintiff and class members were entitled to rest periods in  
18 accordance with the Labor Code and applicable IWC Wage Order or payment of one (1)  
19 additional hour of pay at their regular rates of pay when they were not authorized and  
20 permitted to take a compliant rest period. In violation of the California Labor Code,  
21 Plaintiff and class members were not authorized and permitted to take compliant rest  
22 periods, nor did Defendant provide Plaintiff and class members with payment of one (1)  
23 additional hour of pay at their regular rates of pay when they were not authorized and  
24 permitted to take a compliant rest period.

25           15. Plaintiff is informed and believes, and thereon alleges, that Defendant knew  
26 or should have known that Plaintiff and class members were entitled to receive certain  
27 wages for overtime compensation and that they were not receiving certain wages for  
28 overtime compensation, as alleged in herein in further detail.

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1           16. Plaintiff is informed and believes, and thereon alleges, that Defendant knew  
2 or should have known that Plaintiff and class members were entitled to receive at least  
3 minimum wages for compensation and that they were not receiving at least minimum  
4 wages for work that was required to be done off-the-clock. In violation of the California  
5 Labor Code, Plaintiff and class members were not paid at least minimum wages for work  
6 done off-the-clock.

7           17. Plaintiff is informed and believes, and thereon alleges, that Defendant knew  
8 or should have known that Plaintiff and class members were entitled to receive complete  
9 and accurate wage statements in accordance with California law. In violation of the  
10 California Labor Code, Plaintiff and class members were not provided complete and  
11 accurate wage statements.

12           18. Plaintiff is informed and believes, and thereon alleges, that Defendant knew  
13 or should have known that they had a duty to maintain accurate and complete payroll  
14 records in accordance with the Labor Code and applicable IWC Wage Order, but willfully,  
15 knowingly, and intentionally failed to do so.

16           19. Plaintiff is informed and believes, and thereon alleges, that Defendant knew  
17 or should have known that Plaintiff and class members were entitled to timely payment of  
18 wages during their employment. In violation of the California Labor Code, Plaintiff and  
19 class members did not receive payment of all wages, including, but not limited to, overtime  
20 wages, minimum wages, and meal and rest period premiums, within permissible time  
21 periods.

22           20. Plaintiff is informed and believes, and thereon alleges, that Defendant knew  
23 or should have known that Plaintiff and class members were entitled to timely payment of  
24 all wages earned upon termination of employment. In violation of the California Labor  
25 Code, Plaintiff and class members did not receive payment of all wages due, including, but  
26 not limited to, overtime wages, minimum wages, and meal and rest period premiums,  
27 within permissible time periods.

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1           21. Plaintiff is informed and believes, and thereon alleges, that Defendant knew  
2 or should have known that Plaintiff and class members were entitled to the portion of wages  
3 previously paid and subsequently unlawfully deducted by Defendant.

4           22. Plaintiff is informed and believes, and thereon alleges, that Defendant knew  
5 or should have known that Plaintiff and class members were entitled to payment of wages  
6 as designated by statute. In violation of the California Labor Code, Defendant secretly paid  
7 Plaintiff and class members lower wages that required by statute while purporting to pay  
8 them proper wages.

9           23. Plaintiff is informed and believes, and thereon alleges, that Defendant knew  
10 or should have known that it was required to pay Plaintiff and class members the statutorily  
11 designated wage scale but did not do so.

12           24. Plaintiff is informed and believes, and thereon alleges, that Defendant knew  
13 or should have known that Plaintiff and class members were entitled to receive full  
14 reimbursement for all business-related expenses and costs they incurred during the course  
15 and scope of their employment and that they did not receive full reimbursement of  
16 applicable business-related expenses and costs incurred.

17           25. Plaintiff is informed and believes, and thereon alleges, that Defendant was  
18 required to provide Plaintiff and class members, without charge, fresh and pure drinking  
19 water during working hours. Defendant failed to do so.

20                           PAGA REPRESENTATIVE ALLEGATIONS

21           26. At all times herein set forth, PAGA provides that any provision of law under  
22 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be  
23 assessed and collected by the LWDA for violations of the California Labor Code and  
24 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees  
25 in a civil action brought on behalf of themselves and other current or former employees  
26 pursuant to procedures outlined in California Labor Code section 2699.3.

27           27. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as  
28 "any person who was employed by the alleged violator and against whom one or more of

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1 the alleged violations was committed.” Pursuant to section 2699(c), aggrieved employees,  
2 through Plaintiff, may pursue a civil action arising under PAGA violations as alleged  
3 herein.

4 28. Plaintiff and other current and former employees of Defendant are “aggrieved  
5 employees” as defined by Labor Code section 2699(c) in that they are all Defendant’s  
6 current or former employees and one or more of the alleged violations were committed  
7 against them. Within one year of filing this complaint, Plaintiff was employed by  
8 Defendant and was aggrieved by reason of Defendant’s violations of the California Labor  
9 Code as alleged in this complaint.

10 29. Plaintiff has duly complied with the statutory pre-filing requirements  
11 contained in California Labor Code sections 2699.3 and 2699.5.

12 30. On May 27, 2020, Plaintiff provided written notice to the Department of  
13 Industrial Relations (DIR) and the California Labor and Workforce Development Agency  
14 (LDWA), and by Certified Mail to Defendant, of the specific provisions of the California  
15 Labor Code alleged to have been violated, including facts and theories to support the  
16 alleged violations, in accordance with California Labor Code section 2699.3. A true and  
17 correct copy of Plaintiff’s written notice to the DIR/LWDA and Defendant is attached  
18 hereto as “Exhibit 1.”

19 31. As of the date of filing this complaint, over 65 days have passed since  
20 Plaintiff send the notice described above to the DIR, LDWA and Defendant, and the  
21 LDWA has not responded that it intends to investigate Plaintiff’s claims and Defendant has  
22 not cured the violations.

23 32. Thus, Plaintiff has satisfied the administrative prerequisites under California  
24 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendant for  
25 violations of California Labor Code sections 201, 202, 203, 204, 212, 213, 221, 222.5, 223,  
26 224, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1,  
27 1198, 2802, and 2810.5.

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1           33. Labor Code section 558(a) provides “[a]ny employer or other person acting  
2 on behalf of an employer who violates, or causes to be violated, a section of this chapter or  
3 any provision regulating hours and days of work in any order of the Industrial Welfare  
4 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty  
5 dollars (\$50) for each underpaid employee for each pay period for which the employee was  
6 underpaid....(2) For each subsequent violation, one hundred dollars (\$100) for each  
7 underpaid employee for each pay period for which the employee was underpaid . . . .”  
8 Labor Code section 558(c) provides “[t]he civil penalties provided for in this section are in  
9 addition to any other civil or criminal penalty provided by law.”

10           34. Defendant, at all times relevant to this complaint, was an employer or persons  
11 acting on behalf of an employer, who violated Plaintiff's and other aggrieved employees'  
12 rights by violating various sections of the California Labor Code as set forth herein and  
13 below.

## CLASS ACTION ALLEGATIONS

15           35. Plaintiff brings this action on her own behalf, as well as on behalf of each and  
16 all other persons similarly situated, and thus seeks class certification under California Code  
17 of Civil Procedure section 382.

18           36. All claims alleged herein arise under California law for which Plaintiff seeks  
19 relief authorized by California law.

20 37. Plaintiff's proposed class consists of and is defined as follows:

21 “All persons who worked for Defendant as non-exempt, hourly  
22 paid gas station attendants/cashiers in California, within four  
years prior to the filing of the initial complaint until the date of  
trial (“Class”).”

24 38. Plaintiff's proposed subclass consists of and is defined as follows:

25 “All persons who worked for Defendant as non-exempt, hourly  
26 paid gas station attendants/cashiers in California and who  
27 received at least one wage statement within one (1) year prior to  
the filing of the initial complaint until the date of trial  
 (“Subclass”).”

28 39. Members of the Class and Subclass are referred to herein as “class members.”

1           40. Plaintiff reserves the right to redefine the Class and Subclass and to add  
2 additional subclasses as appropriate based on further investigation, discovery, and specific  
3 theories of liability.

4           41. There are common questions of law and fact as to class members that  
5 predominate over questions affecting only individual members, including, but not limited  
6 to:

7                   (a) Whether IMPERIAL violated Labor Code §§ 226.7, 512(a), 516 and  
8 1198 as to its non-exempt cashiers/attendants by failing to provide compliant meal periods  
9 and rest breaks;

10                   (b) Whether IMPERIAL violated Labor Code §§ 510 and 1198 by failing  
11 to pay overtime wages;

12                   (c) Whether IMPERIAL violated Labor Code sections 1182.12, 1194,  
13 1197, 1197.1, and 1198 by failing to pay minimum wages;

14                   (d) Whether IMPERIAL violated Labor Code §§ 226, 1174 and 1198 by  
15 failing to issue complaint wage statements and failing to maintain accurate payroll records;

16                   (e) Whether IMPERIAL violated Labor Code § 204 by failing to timely  
17 pay wages during employment;

18                   (f) Whether IMPERIAL violated Labor Code §§ 201 and 202 by failing to  
19 timely pay wages upon termination;

20                   (g) Whether IMPERIAL violated Labor Code § 2802 by failing to pay  
21 business-related expenses paid for by its non-exempt cashiers/attendants;

22                   (h) Whether IMPERIAL violated Labor Code § 2441 by failing to provide  
23 its non-exempt cashiers/attendants with fresh and pure drinking water without charge;

24                   (i) Whether IMPERIAL violated Business and Professions Code § 17200  
25 et seq. as to any or all of the foregoing violations of the California Labor Code; and

26                   (j) The appropriate amount of damages, restitution, or monetary penalties  
27 resulting from Defendant's violations of California law.

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1           42.    There is a well-defined community of interest in the litigation and the class  
2 members are readily ascertainable:

3                   (a)    Numerosity: The class members are so numerous that joinder of all  
4 members would be unfeasible and impractical. The membership of the entire class is  
5 unknown to Plaintiff at this time; however, the class is estimated to be greater than two  
6 hundred (200) individuals and the identity of such membership is readily ascertainable by  
7 inspection of Defendant's employment records.

8                   (b)    Typicality: Plaintiff is qualified to, and will, fairly and adequately  
9 protect the interests of each class member with whom she has a well-defined community of  
10 interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as  
11 demonstrated herein.

12                   (c)    Adequacy: Plaintiff is qualified to, and will, fairly and adequately  
13 protect the interests of each class member with whom she has a well-defined community of  
14 interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she  
15 has an obligation to make known to the Court any relationship, conflicts or differences with  
16 any class member. Plaintiff's attorneys, the proposed class counsel, are well versed in the  
17 rules governing class action discovery, certification, and settlement. Plaintiff has incurred,  
18 and throughout the duration of this action, will continue to incur costs and attorneys' fees  
19 that have been, are, and will be necessarily expended for the prosecution of this action for  
20 the substantial benefit of each class member.

21                   (d)    Superiority and Manageability: The nature of this action makes the use  
22 of class action adjudication superior to other methods. A class action will achieve  
23 economies of time, effort, and expense as compared with separate lawsuits, and will avoid  
24 inconsistent outcomes because the same issues can be adjudicated in the same manner and  
25 at the same time for the entire class. The class action mechanism is superior to other  
26 available methods for the fair and efficient adjudication of this controversy. Individual  
27 joinder of all members of the class is impracticable. While the total amount at issue in this  
28 litigation is substantial, individual damages for a given plaintiff are comparatively small

1 and class members have little incentive to pursue individual claims. Even if every class  
2 member could afford individual litigation, the court system could not. It would be unduly  
3 burdensome to the courts in which individual litigation of numerous cases would proceed.  
4 Individualized litigation would also present the potential for varying, inconsistent, or  
5 contradictory judgments; and would magnify the delay and expense to all parties and to the  
6 court system resulting from multiple trials of the same complex factual issues. By contrast,  
7 the conduct of this action as a class action with respect to some or all of the issues presented  
8 herein, presents fewer management difficulties, conserves the resources of the parties and  
9 of the court system, and protects the rights of each class member.

10 (e) Public Policy Considerations: Employers in the State of California  
11 violate employment and labor laws every day. Current employees are often afraid to assert  
12 their rights out of fear of direct or indirect retaliation. Former employees are fearful of  
13 bringing actions because they believe their former employers might damage their future  
14 endeavors through negative references and/or other means. Class actions provide the class  
15 members who are not named in the complaint with a type of anonymity that allows for the  
16 vindication of their rights while simultaneously protecting their privacy.

17 FIRST CAUSE OF ACTION

18 (Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Meal Period  
19 Violations)

20 43. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
21 and every allegation set forth above.

22 44. At all relevant times herein set forth, California Labor Code section 512(a)  
23 provides that an employer may not require, cause, or permit an employee to work for a  
24 period of more than five (5) hours per day without providing the employee with a meal  
25 period of not less than thirty (30) minutes, except that if the total work period per day of the  
26 employee is not more than six (6) hours, the meal period may be waived by mutual consent  
27 of both the employer and the employee. Under California law, first meal periods must start  
28 after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004,



1 1041-1042 (Cal. 2012).

2 45. At all relevant times herein set forth, California Labor Code sections 226.7,  
3 512(a), 516, and 1198 provide that no employer shall require an employee to work during  
4 any meal period mandated by an applicable order of the IWC.

5 46. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a)  
6 and the applicable IWC Wage Order also require employers to provide a second meal  
7 period of not less than thirty (30) minutes if an employee works over ten (10) hours per day  
8 or to pay an employee one (1) additional hour of pay at the employee's regular rate, except  
9 that if the total hours worked is no more than twelve (12) hours, the second meal period  
10 may be waived by mutual consent of the employer and the employee only if the first meal  
11 period was not waived.

12 47. First, Defendant had, and continues to have, a company-wide policy and/or  
13 practice of understaffing store/cashier station locations due to labor budgeting, which  
14 results in a lack of meal period coverage and prevents/prevented Plaintiff and class  
15 members from taking all timely, uninterrupted meal periods to which they are/were entitled.  
16 As a result, Plaintiff and class members were forced to forego meal periods and/or have  
17 their meal periods interrupted by work or delayed by work, and were not relieved of all  
18 duties for unpaid meal periods, in order to attend their assigned tasks.

19 48. Second, Defendant has/had a practice of failing to adhere to a schedule of  
20 meal periods, which further caused Plaintiff and class members to not be relieved of their  
21 duties for compliant meal periods. As a result of these policies and/or practices, Plaintiff  
22 and class members were left without adequate meal period coverage and were instead  
23 required to work through or to return early from meal periods, in order to complete their  
24 assigned tasks.

25 49. Third, Defendant did not provide Plaintiff and class members with second 30-  
26 minute meal periods on days that they worked in excess of ten (10) hours in one day.  
27 During her employment, Plaintiff worked shifts in excess of ten (10) or more hours per day,  
28 but was never provided a second 30-minute meal period. Plaintiff and class members did

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1 not sign valid meal period waivers on days that they were entitled to meal periods and were  
2 not relieved of all duties.

3 50. Fourth, Defendant had a company-wide policy of requiring all newly hired  
4 employees to sign blanket meal period waivers at or near their time of hire. Defendant took  
5 the position that non-exempt, hourly paid employees had waived their rights to meal  
6 periods for the entirety of their employment and, on that basis, did not provide them with all  
7 meal periods to which they were entitled. Moreover, Defendant's presumption that second  
8 meal periods would not be provided for shifts in excess of ten (10) hours due to blanket  
9 second meal period waivers discouraged Plaintiff and class members from taking second  
10 meal periods.

11 51. An employer's obligation to provide a meal period is only "triggered" when  
12 the employer "employs an employee for a work period of more than five hours per day."  
13 Brinker, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work  
14 for a full five hours, its meal break obligation is triggered.").

15 52. "[A]fter the meal break obligation is triggered . . . an employer is put to a  
16 choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon  
17 waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty  
18 meal period if circumstances permit. Failure to do one of these will render the employer  
19 liable for premium pay. *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd.  
20 11(A), (B)).

21 53. Under Labor Code section 512(a) and the applicable IWC Wage Order,  
22 employees may waive their second meal periods only if they took their first meal period. To  
23 the extent that Defendant required employees to sign meal period waivers simultaneously at  
24 or near their time of hire (as opposed to on a specific work day) renders them invalid and  
25 unenforceable, because Defendant's obligation to provide Plaintiff and class members with  
26 meal periods did not arise until they had employed them for a full five (5) hours.

27 54. At all times herein mentioned, Defendant knew or should have known that, as  
28 a result of these policies, Plaintiff and class members were prevented from being relieved of

1 all duties and required to perform some of their assigned duties during meal periods.  
2 Defendant further knew or should have known that Defendant did not pay Plaintiff's and  
3 class members' meal period premium wages when meal periods were late, interrupted,  
4 shortened, or missed.

5 55. Defendant engaged in a company-wide practice and/or policy of not paying  
6 all meal period premiums owed when compliant meal periods are/were not provided.  
7 Because of Defendant's practices and/or policies, Plaintiff and class members have not  
8 received premium pay for all missed, late, and interrupted meal periods.

9 56. As a result of the above, Defendant failed to provide Plaintiff and class  
10 members compliant meal periods in violation of California Labor Code sections 226.7, 512,  
11 and 516, and failed to pay the full meal period premiums due.

12 57. Defendant's conduct violates the applicable IWC Wage Order, and California  
13 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are  
14 therefore entitled to recover from Defendant one (1) additional hour of pay at the  
15 employee's regular rate of compensation for each work day that compliant meal periods  
16 were not provided.

17 SECOND CAUSE OF ACTION

18 (Violations of California Labor Code §§ 226.7, 516, and 1198 – Rest Period Violations)

19 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
20 and every allegation set forth above.

21 59. At all relevant times herein set forth, the applicable IWC Wage Order and  
22 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff and class  
23 members' employment by Defendant.

24 60. At all relevant times, the applicable IWC Wage Order provides that "[e]very  
25 employer shall authorize and permit all employees to take rest periods, which insofar as  
26 practicable shall be in the middle of each work period" and that the "rest period time shall  
27 be based on the total hours worked daily at the rate of ten (10) minutes net rest time per  
28 four (4) hours or major fraction thereof" unless the total daily work time is less than three

1 and one-half (3 1/2) hours.

2       61. At all relevant times, California Labor Code section 226.7 provides that no  
3 employer shall require an employee to work during any rest period mandated by an  
4 applicable order of the California IWC. To comply with its obligation to authorize and  
5 permit rest periods under California Labor Code section 226.7 and the applicable IWC  
6 Wage Order, an employer must “relinquish any control over how employees spend their  
7 break time, and relieve their employees of all duties — including the obligation that an  
8 employee remain on call. A rest period, in short, must be a period of rest.” *Augustus v.*  
9 *ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016). Pursuant to the applicable  
10 IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and class members  
11 are entitled to recover from Defendant, one (1) additional hour of pay at their regular rates  
12 of pay for each work day that a required rest period was not authorized and permitted.

13       62. As with meal periods, Defendant’s company-wide practices, including using  
14 labor budgets and resultant understaffing, prevented Plaintiff and class members from being  
15 relieved of all duty to take compliant rest periods. Defendant also failed to schedule or  
16 adhere to a schedule of rest periods, telling Plaintiff and class members that rest periods  
17 were optional, which, coupled with Defendant’s failure to provide adequate rest period  
18 coverage, further led to Plaintiff and class members not being authorized and permitted to  
19 take compliant rest periods.

20       63. As a result of Defendant’s practices and policies, Plaintiff and class members  
21 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours  
22 without receiving all uninterrupted 10-minute rest periods to which they were entitled. For  
23 example, during her employment, Plaintiff missed rest periods at least 3-4 times a week,  
24 would take her rest periods late, and would often have her rest periods interrupted by  
25 Defendant’s managers or the corporate office, or would take rest periods “prior” to the  
26 start of her shift whereas, in fact, she would be tasked with setting up or cleaning before  
27 clocking in.

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1           70.     During the relevant time period, Defendant willfully failed to pay all overtime  
2 wages owed to Plaintiff and class members.

3           71.     Plaintiff and class members and were regularly required to work "off-the  
4 clock" and were not paid for all time worked, such as when Plaintiff and class members  
5 were required to remain on premises and perform set-up duties before the beginning of their  
6 shifts or clean-up duties while waiting for relief-shift employees to arrive. These  
7 circumstances caused Plaintiff and class members to regularly work in excess of eight (8)  
8 hour shifts for which overtime was not paid as required by California law.

9           72.     Plaintiff is informed and believes and thereon alleges that during the relevant  
10 time period, Defendant had a company-wide policy and/or practice of discouraging and  
11 impeding Plaintiff and class members from recording hours worked that were outside of  
12 their scheduled shifts in order to limit the amount of overtime employees could accrue.  
13 Plaintiff and class members were forced to work off-the-clock performing tasks before and  
14 after their scheduled shift times, but were not provided a means by Defendant to account for  
15 this time. The situation was further compounded by the fact that Defendant had a policy and  
16 practice of understaffing stores, leading to Plaintiff and class members being deprived of  
17 off-duty meal and rest periods for which they were not properly compensated.

18           73.     As a result of these policies and/or practices, Plaintiff and class members  
19 were left without adequate meal period coverage and were instead required to work through  
20 or to return early from meal periods, in order to complete their assigned tasks.

21           74.     Defendant knew or should have known that as a result of these company-wide  
22 practices and/or policies, Plaintiff and class members were performing assigned duties off-  
23 the-clock and were suffered or permitted to perform work for which they were not paid.  
24 Because Plaintiff and class members worked shifts of eight (8) hours a day or more or forty  
25 (40) hours a week or more, some of this off-the-clock work qualified for overtime premium  
26 pay. Therefore, Plaintiff and class members were not paid overtime wages for all of the  
27 overtime hours they actually worked.

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1       75. Defendant's failure to pay Plaintiff and class members the balance of  
2 overtime compensation as required by California law, violates the provisions of California  
3 Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194,  
4 Plaintiff and class members are entitled to recover their unpaid overtime compensation, as  
5 well as interest, costs, and attorneys' fees.

6                                   FOURTH CAUSE OF ACTION

7                   Violations of California Labor Code §§ 1182.12, 1194, 1197, 1197.1,  
8                   AND 1198 – Unpaid Minimum Wages)

9       76. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
10 and every allegation set forth above.

11       77. California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198  
12 provide that the minimum wage for employees fixed by the IWC is the minimum wage to  
13 be paid to employees, and the payment of less than the minimum wage so fixed is unlawful.

14       78. As set forth herein, Defendant had a regular practice of not paying Plaintiff  
15 and class members for all off-the-clock time, including failing to pay lunch period  
16 premiums, overtime premiums, and other wages owed and not paid as alleged in the  
17 complaint. Additionally, Defendant has a regular practice of limiting the amount of  
18 overtime Plaintiff and class members could accrue by discouraging and impeding Plaintiff  
19 and class members from recording hours worked that were outside of their scheduled shifts.  
20 Plaintiff and class members were required to work off-the-clock before and/or after their  
21 scheduled shift start and end times to complete assigned job duties. Moreover, Plaintiff and  
22 class members were required to perform work off-the-clock by responding to work-related  
23 calls and texts. In addition, Plaintiff and class members were denied premium pay for  
24 being denied off-the-clock lunch periods and rest breaks.

25       79. Defendant did not pay minimum wages for off-the-clock hours that Plaintiff  
26 and class member worked that qualified for overtime premium payment. To the extent that  
27 these off-the-clock hours did not qualify for overtime premium payment, Defendant did not  
28 pay at least minimum wages for those hours worked off-the-clock in violation of California

1 Labor Code sections 1182.12 , 1194, 1197, 1197.1, and 1198.

2 80. Defendant's failure to pay Plaintiff and class members minimum wages  
3 violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to  
4 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover  
5 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

6 FIFTH CAUSE OF ACTION

7 (Violations of California Labor Code §§ 226(a), 226.7, 1174(d), and 1198 – Non-Compliant  
8 Wage Statements and Failure to Maintain Accurate Payroll Records)

9 81. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
10 and every allegation set forth above.

11 82. At all relevant times, Defendant has knowingly and intentionally provided  
12 Plaintiff and class members with incomplete, and inaccurate wage statements and has failed  
13 to maintain accurate payroll records.

14 83. California Labor Code section 1198 provides that the maximum hours of  
15 work and the standard conditions of labor shall be those fixed by the Labor Commissioner  
16 and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that  
17 "[t]he employment of any employees for longer hours than those fixed by the order or  
18 under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable  
19 IWC Wage Order, employers are required to keep accurate time records showing when the  
20 employee begins and ends each work period and meal period.

21 84. California Labor Code section 226(a) provides that every employer shall  
22 furnish each of his or her employees an accurate and complete itemized wage statement in  
23 writing, including, but not limited to, the name and address of the legal entity that is the  
24 employer, the inclusive dates of the pay period, total hours worked, and all applicable rates  
25 of pay.

26 85. Labor Code § 226.7 provides that when an employer fails to provide off-duty  
27 meal or rest periods (as required by "applicable statute..., regulation..., or [IWC  
28 order]..."), the employer "shall pay the employee one additional hour of pay at the



1 employee's regular rate of compensation for each workday that the meal or rest...period is  
2 not provided."

3 86. At all relevant times, Defendant knowingly and intentionally failed, on a  
4 company-wide basis, to record actual hours worked, and thereby failed to keep records of  
5 shift and meal period start and stop times for Plaintiff and class members in violation of  
6 section 1198. As stated, Defendant engaged in a company-wide practice and/or policy of  
7 not providing off-the-clock meal periods and rest breaks, and not recording all hours  
8 worked before, after and during shifts, and kept no records of the actual time worked by  
9 Plaintiff and class members.

10 87. Because Defendant did not record time that Plaintiff and class members  
11 worked off the clock, Defendant did not list the correct amount of gross and net wages  
12 earned, in violation of Labor Code §§ 226(a)(1) and 226(a)(5). For the same reason,  
13 Defendant failed to accurately list the total number of hours worked by Plaintiff and class  
14 members, in violation of Labor Code § 226(a)(2).

15 88. Because Defendant did not calculate Plaintiff and class members' regular rate  
16 of pay correctly for purposes of paying overtime, Defendant did not list the correct amount  
17 of gross wages earned by Plaintiff and class members in compliance with section 226(a)(1).  
18 For the same reason, Defendant failed to list the correct amount of net wages earned by  
19 Plaintiff and class members in violation of section 226(a)(5).

20 89. As a result of Defendant's custom and practice of failing to permit Plaintiff  
21 and class members to take unrestricted, off-duty meal periods and Defendant's custom and  
22 practice of failing to authorize and permit off-duty rest breaks, Defendant failed, and  
23 continues to fail, to accurately record wages owed to Plaintiff and class members and to  
24 maintain accurate payroll records.

25 90. Since Plaintiff and class members were/are not paid by Defendant in  
26 accordance with Labor Code sections 226, 226.7, 1174(d), and 1198 as stated in alleged in  
27 this complaint, Plaintiff and class members were not given accurate wage statements, and  
28 accurate payroll records were not maintained by Defendant, in violation of these labor laws.

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97. During the relevant time period, Defendant willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and meal and rest period premium wages, within the time periods specified by California Labor Code section 204.

98. Defendant's failure to pay Plaintiff and class members all wages due violates Labor Code section 204 and Plaintiff and class members are therefore entitled to recover statutory penalty wages pursuant to from Defendant the statutory penalty wages pursuant to California Labor Code section 210.

## SEVENTH CAUSE OF ACTION

(Violations of California Labor Code §§ 201 and 202)

(Wages Not Timely Paid Upon Termination))

99. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

100. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and meal and rest period premium wages that were not timely paid to Plaintiff and to those class members no longer employed by Defendant upon their termination.

101. As a result of Defendant's non-payment of overtime wages and meal and rest period premium wages to Plaintiff and class members, Defendant failed, and continues to fail, to timely pay wages upon termination, in violation of Labor Code §§ 201 and 202.

102. California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. (See also, Labor Code § 203.)

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103. Defendant failed to pay Plaintiff and class members who are no longer employed by Imperial the earned and unpaid wages including overtime wages, and meal and rest period premium wages owed, either at the time of discharge, or within seventy-two (72) hours of their leaving Imperial's employ, in violation of Labor Code §§ 201 and 202, or for 30 days thereafter (Labor Code § 203). Plaintiff and class members are therefore entitled to recover from Defendant the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

## EIGHTH CAUSE OF ACTION

(Violations of California Labor Code § 2802 – (Unpaid Business-Related Expenses))

104. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

105. California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses to their employees. *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144.

106. The applicable IWC Wage Order 7-2001 provides that “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer....”

107. Plaintiff is informed and believes, and a preliminary investigation reveals, that Defendant had, and has, a company-wide policy of requiring Plaintiff and class members to utilize, among other things, their own personal cellular phones and cellular data to carry out their job duties, and, Plaintiff, in fact, incurred expenses associated with such use on a regular basis and was not reimbursed by Defendant therefor.

108. Defendant failed and continues to fail to reimburse Plaintiff and class members for the costs of their work-related cellular phone use and other expenses. Plaintiff and class members were required to use their personal cellular phones to complete work-



1 related tasks, such as discussing store issues, scheduling, and store activity with  
2 Defendant's managers and others. Defendant could have provided Plaintiff and class  
3 members with company phones to be used for fulfilling work-related tasks, or could have  
4 reimbursed them for the costs of their cellular phone expenses. Instead, Defendant passed  
5 these operating costs off onto its employees in violation of Labor Code § 2802.

6 109. Defendant has willfully and intentionally failed to reimburse Plaintiff and  
7 class members for necessary business-related expenses and costs.

8 110. Plaintiff and class members are entitled to recover from Defendant their  
9 business related expenses and costs incurred during the course and scope of their  
10 employment, plus interest, including, inter alia, purchasing fresh water from Defendant.  
11 (See, *infra*.)

#### 12 NINTH CAUSE OF ACTION

13 (Violations of California Labor Code § 2441(a) – (Failure to Provide Water))

14 111. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
15 and every allegation set forth above.

16 112. California Labor Code section 2441(a) provides that “[e]very employer of  
17 labor in this state shall, without making a charge therefor, provide fresh and pure drinking  
18 water to his or her employees during working hours.” Labor Code § 2441(b) empowers,  
19 among others, the Department of Industrial Relations to enforce the drinking water  
20 provision.

21 113. At all relevant times herein mentioned, Defendant had, and continues to have,  
22 a companywide policy not to provide drinking water at the company's expense to Plaintiff  
23 and class members. Instead, Plaintiff and class members have had to bring their own water  
24 or purchase water to work, or purchase water from Defendant's facilities.

25 114. On hundreds of occasions, Plaintiff had to purchase water from Defendant's  
26 store or become dehydrated while on the job, because she could not bring enough water  
27 with her, or keep it cool during her shifts. Plaintiff is informed and believes and thereon  
28 alleges that the same is and was true with respect to class members.

115. These circumstances do not comport with the requirement that Defendant “provide fresh and pure drinking water” to its employees. Moreover, putting Plaintiff and class members in a position where it was most practical to purchase drinking water (e.g. bottled water) from Defendant’s stores, is and was yet another form of passing on the cost of doing business to its employees.

### TENTH CAUSE OF ACTION

(For Civil Penalties Pursuant to California Labor Code Violations of California Labor Code §§ 2698, et seq. – (PAGA allegations))

116. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

117. California Labor Code §§ 2698, et seq. (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 212, 213, 221, 222.5, 223, 224, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2441(a) and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and 2810.5.

118. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code as alleged herein, including, but not limited to, the following:

(a) Violation of Labor Code sections 226.7, 512, 516, 1198, and the applicable IWC wage order for Defendant's failure to provide Plaintiff and other aggrieved employees with meal periods, as alleged herein;

(b) Violation of Labor Code sections 226.7, 516, 1198, and the applicable IWC wage order for Defendant's failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;

(c) Violation of Labor Code sections 510, 1198, and the applicable IWC wage order for Defendant's failure to compensate Plaintiff and other aggrieved employees with all required overtime pay as alleged herein;

1 (d) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198,  
2 and the applicable IWC wage order for Defendant's failure to compensate Plaintiff and  
3 other aggrieved employees with at least minimum wages for all hours worked, as alleged  
4 herein;

5 (e) Violation of Labor Code sections 1174(d), 1198, and the applicable  
6 IWC wage order for failure to maintain payroll records as alleged herein, and violation of  
7 Labor Code sections 226(a), 1198, and the applicable IWC wage order for failure to provide  
8 accurate and complete wage statements to Plaintiff and other aggrieved employees, as  
9 alleged herein;

10 (f) Violation of Labor Code section 204 for failure to pay all earned  
11 wages during employment, as alleged herein;

12 (g) Violation of Labor Code sections 201, 202, and 203 for failure to pay  
13 all earned wages upon termination as alleged herein;

14 (h) Violation of Labor Code section 2802 for failure to reimburse Plaintiff  
15 and other aggrieved employees for all business expenses necessarily incurred, as alleged  
16 herein; and

17 (i) Violation of Labor Code section 2441(a) for failure to provide potable  
18 and free drinking water to Plaintiff and other aggrieved employees as alleged herein.

19 119. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),  
20 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a  
21 private attorney general, seeks assessment and collection of civil penalties for herself, all  
22 other aggrieved employees, and the State of California against Defendant for violations of  
23 California Labor Code sections including, but not limited to, sections 201, 202, 203, 204,  
24 212, 213, 221, 222.5, 223, 224, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d),  
25 1182.12, 1194, 1197, 1197.1, 1198, 2441(a), 2802, and 2810.5.

26 120. Plaintiff is further entitled to attorneys' fees and costs pursuant to California  
27 Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendant's  
28 violations of California Labor Code sections 201, 202, 203, 204, 212, 213, 221, 222.5, 223,

224, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1,  
1198, 2441(a), 2802, and 2810.5.

ELEVENTH CAUSE OF ACTION

(Violation of Business & Professions Code §§ 17200, et seq. – Unlawful  
and Unfair Business Practices)

121. Plaintiff incorporates by reference and re-alleges as if fully stated herein each  
and every allegation set forth above.

122. Defendants are “persons” as defined by California Business & Professions  
Code sections 17201, as they are corporations, firms, partnerships, joint stock companies,  
and/or associations.

123. Defendant’s conduct, as alleged herein, has been, and continues to be, unfair,  
unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has  
suffered injury in fact and has lost money as a result of Defendant’s unlawful business  
practices. Plaintiff seeks to enforce important rights affecting the public interest within the  
meaning of Code of Civil Procedure section 1021.5.

124. A violation of California Business & Professions Code sections 17200, et seq.  
may be predicated on the violation of any state or federal law. Defendant’s activities, as  
alleged herein, are violations of California law, and constitute unlawful business acts and  
practices in violation of California Business & Professions Code sections 17200, et seq.

125. As a result of the violations of California law herein described, Defendant has  
also gained an unfair advantage over other businesses pursuant to California Business &  
Professions Code sections 17200, et seq., and Plaintiff and class members have suffered  
pecuniary loss as the result of Defendant’s unlawful and unfair business acts and practices.

126. Pursuant to California Business & Professions Code sections 17200 et seq.,  
Plaintiff and class members are entitled to restitution of the wages withheld and retained by  
Defendant during a period that commences four (4) years prior to the filing of this  
complaint; a permanent injunction requiring Defendant to pay all outstanding wages due to  
Plaintiff and class members; and an award of attorneys’ fees pursuant to California Code of

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1 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

2 PRAYER FOR RELIEF

3 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment  
4 against Defendant, jointly and severally with DOES 1 through 20, as follows:

5 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in  
6 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff  
7 reserves the right to amend her prayer for relief to seek a different amount.

8 Class Certification

9 2. That this case be certified as a class action;

10 3. That Plaintiff be appointed as the representative of the Class and Subclass;

11 4. That counsel for Plaintiff be appointed as class counsel.

12 As to the First Cause of Action

13 5. That the Court declare, adjudge, and decree that Defendant violated  
14 California Labor Code sections 226.7, 512(a), 516, and 1198 and applicable IWC Wage  
15 Order(s) by willfully failing to provide all meal periods to Plaintiff and class members;

16 6. That the Court make an award to the Plaintiff and class members of one (1)  
17 hour of pay at each employee's regular rate of pay for each workday that a meal period was  
18 not provided;

19 7. For all actual, consequential, and incidental losses and damages, according to  
20 proof;

21 8. For premiums pursuant to California Labor Code section 226.7(b);

22 9. For pre-judgment interest on any unpaid meal period premiums from the date  
23 such amounts were due, or as otherwise provided by law;

24 10. For attorneys' fees pursuant to California Code of Civil Procedure section  
25 1021.5, or as otherwise provided by law; and

26 11. For such other and further relief as the Court may deem equitable and  
27 appropriate.

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1 As to the Second Cause of Action

2 12. That the Court declare, adjudge and decree that Defendant violated California  
3 Labor Code sections 226.7, 516, and 1198 and applicable IWC Wage Orders by willfully  
4 failing to authorize and permit Plaintiff and class members to take all rest periods;

5 13. That the Court make an award to the Plaintiff and class members of one (1)  
6 hour of pay at each employee's regular rate of pay for each workday that a rest period was  
7 not authorized and permitted;

8 14. For all actual, consequential, and incidental losses and damages, according to  
9 proof;

10 15. For premiums pursuant to California Labor Code section 226.7(b);

11 16. For pre-judgment interest on any unpaid rest period premiums from the date;

12 17. For such amounts were due, or as otherwise provided by law;

13 18. For attorneys' fees pursuant to California Code of Civil Procedure section  
14 1021.5, or as otherwise provided by law; and

15 19. For such other and further relief as the Court may deem equitable and  
16 appropriate.

17 As to the Third Cause of Action

18 20. That the Court declare, adjudge, and decree that Defendant violated  
19 California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by  
20 willfully failing to pay all overtime wages due to Plaintiff and class members;

21 21. For general unpaid wages at overtime wage rates and such general and special  
22 damages as may be appropriate;

23 22. For pre-judgment interest on any unpaid overtime compensation commencing  
24 from the date such amounts were due, or as otherwise provided by law;

25 23. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to  
26 California Labor Code section 1194(a); and

27 24. For such other and further relief as the Court may deem equitable and  
28 appropriate.

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1 As to the Fourth Cause of Action

2 25. That the Court declare, adjudge and decree that Defendant violated California  
3 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 by willfully failing to pay  
4 minimum wages to Plaintiff and class members;

5 26. For general unpaid wages and such general and special damages as may be  
6 appropriate;

7 27. For pre judgment interest on any unpaid compensation from the date such  
8 amounts were due, or as otherwise provided by law;

9 28. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to  
10 California Labor Code section 1194(a);

11 29. For liquidated damages pursuant to California Labor Code section 1194.2;  
12 and

13 30. For such other and further relief as the Court may deem equitable and  
14 appropriate.

15 As to the Fifth Cause of Action

16 31. That the Court declare, adjudge and decree that Defendant violated the  
17 recordkeeping provisions of California Labor Code section 226(a) and applicable IWC  
18 Wage Orders as to Plaintiff and Subclass members, and willfully failed to provide accurate  
19 itemized wage statements thereto;

20 32. For all actual, consequential, and incidental losses and damages, according to  
21 proof;

22 33. For injunctive relief pursuant to California Labor Code section 226(h);

23 34. For statutory penalties pursuant to California Labor Code section 226(e);

24 35. For attorneys' fees and costs pursuant to California Labor Code section  
25 226(e)(1); and

26 36. For such other and further relief as the Court may deem equitable and  
27 appropriate.

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1 As to the Sixth Cause of Action

2 37. That the Court declare, adjudge and decree that Defendant violated California  
3 Labor Code section 204 by willfully failing to pay overtime wages, minimum wages, and/or  
4 meal and rest period premiums owed during the employment of Plaintiff and class  
5 members;

6 38. For all actual, consequential and incidental losses and damages, according to  
7 proof;

8 39. For statutory penalties according to proof pursuant to California Labor Code  
9 section 210;

10 40. For pre judgment interest on any unpaid wages from the date such amounts  
11 were due, or as otherwise provided by law;

12 41. For attorneys' fees pursuant to California Code of Civil Procedure section  
13 1021.5, or as otherwise provided by law; and

14 42. For such other and further relief as the Court may deem equitable and  
15 appropriate.

16 As to the Seventh Cause of Action

17 43. That the Court declare, adjudge and decree that Defendant violated California  
18 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum  
19 wages, and/or meal and rest period premiums owed at the time of termination of the  
20 employment of Plaintiff and other terminated class members;

21 44. For all actual, consequential and incidental losses and damages, according to  
22 proof;

23 45. For waiting time penalties according to proof pursuant to California Labor  
24 Code section 203 for all employees who have left Defendant's employ;

25 46. For pre-judgment interest on any unpaid wages from the date such amounts  
26 were due, or as otherwise provided by law;

27 47. For attorneys' fees pursuant to California Code of Civil Procedure section  
28 1021.5, or as otherwise provided by law; and

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1           48.    For such other and further relief as the Court may deem equitable and  
2 appropriate.

3 As to the Eighth Cause of Action

4           49.    That the Court declare, adjudge and decree that Defendant violated California  
5 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-  
6 related expenses and costs incurred by Plaintiff and class members;

7           50.    For unpaid business-related expenses and such general and special damages  
8 as may be appropriate;'

9           51.    For pre-judgment interest on any unpaid business-related expenses from the  
10 date such amounts were due, or as otherwise provided by law;

11          52.    For all actual, consequential, and incidental losses and damages, according to  
12 proof;

13          53.    For attorneys' fees and costs pursuant to California Labor Code section  
14 2802(c), or as otherwise provided by law; and

15          54.    For such other and further relief as the Court may deem equitable and  
16 appropriate.

17 As to the Ninth Cause of Action

18          55.    That the Court declare, adjudge and decree that Defendant violated California  
19 Labor Code section 2802 and 2441(a) by willfully failing to reimburse and/or indemnify all  
20 business-related expenses related to the provision of drinking water, and by failing to  
21 provide Plaintiff and class members and sub-class members with drinking water without  
22 charge during their employment;

23          56.    For unpaid business-related expenses incurred by Plaintiff and class members  
24 for drinking water;

25          57.    For unpaid business-related expenses and such general and special damages  
26 as may be appropriate;

27          58.    For pre-judgment interest on any unpaid business-related expenses from the  
28 date such amounts were due, or as otherwise provided by law;

1           59.   For all actual, consequential, and incidental losses and damages, according to  
2 proof;

3           60.   For applicable and appropriate injunctive relief;

4           61.   For civil penalties;

5           62.   For attorneys' fees and costs pursuant to California Labor Code section  
6 2802(c), or as otherwise provided by law; and

7           63.   For such other and further relief as the Court may deem equitable and  
8 appropriate.

9 As to the Tenth Cause of Action

10           64.   That the Court declare, adjudge and decree that Defendant violated the  
11 following California Labor Code provisions as to Plaintiff and/or other aggrieved  
12 employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194,  
13 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked);  
14 226.7, 512, 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by  
15 failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to  
16 provide accurate wage statements and maintain accurate payroll records); 201, 202, 203 (by  
17 failing timely to pay all earned wages upon termination); 204 (by failing timely to pay all  
18 earned wages during employment); 2802 (by failing to reimburse business expenses);  
19 2810.5 (by failing to provide written notice of material terms of employment); and 2441(a)  
20 (by failing to provide without charge potable drinking water during work);

21           65.   For civil penalties pursuant to California Labor Code sections 210, 225.5,  
22 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of California  
23 Labor Code sections 201, 202, 203, 204, 212, 213, 221, 222.5, 223, 224, 226(a), 226.7, 510,  
24 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2441(a), 2802, and  
25 2810.5;

26           66.   For attorneys' fees and costs pursuant to California Labor Code section  
27 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of California  
28 Labor Code sections 201, 202, 203, 204, 212, 213, 221, 222.5, 223, 224, 226(a), 226.7, 510,

1 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2441, 2802, and  
2 2810.5;

3 67. For pre-judgment and post-judgment interest as provided by law; and

4 68. For such other and further relief as the Court may deem equitable and  
5 appropriate.

6 As to the Eleventh Cause of Action

7 69. That the Court declare, adjudge and decree that Defendant's conduct of  
8 failing to provide Plaintiff and class members all overtime wages due to them, failing to  
9 provide Plaintiff and class members all minimum wages due to them, failing to provide  
10 Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and  
11 class members to take all rest periods, failing to provide Plaintiff and class members  
12 accurate and complete wage statements, failing to maintain accurate payroll records for  
13 Plaintiff and class members, failing timely to pay Plaintiff and class members all earned  
14 wages during employment, and upon termination; failing to reimburse Plaintiff and class  
15 members for business-related expenses, and failing to provide without charge drinking  
16 water while working, constitutes unlawful business practices in violation of California  
17 Business and Professions Code sections 17200, et seq.;

18 70. That the Court declare, adjudge and decree that Defendant's conduct of  
19 failing to provide Plaintiff and class members all overtime wages due to them, failing to  
20 provide Plaintiff and class members all minimum wages due to them, failing to provide  
21 Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and  
22 class members to take all rest periods, failing to provide Plaintiff and class members  
23 accurate and complete wage statements, failing to maintain accurate payroll records for  
24 Plaintiff and class members, failing timely to pay Plaintiff and class members all earned  
25 wages during employment, and upon termination; failing to reimburse Plaintiff and class  
26 members for business-related expenses, and failing to provide without charge drinking  
27 water while working, constitutes unfair business practices in violation of California  
28 Business and Professions Code sections 17200, et seq.;

1           71.    For restitution of unpaid wages to Plaintiff and all class members and  
2 prejudgment interest from the day such amounts were due and payable;

3           72.    For the appointment of a receiver to receive, manage and distribute any and  
4 all funds disgorged from Defendant and determined to have been wrongfully acquired by  
5 Defendant as a result of violations of California Business & Professions Code sections  
6 17200 et seq.;

7           73.    For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
8 California Code of Civil Procedure section 1021.5;

9           74.    For injunctive relief; and

10          75.    For such other and further relief as the Court may deem equitable and  
11 appropriate.

12 Dated: September 1, 2020

KNAPP, PETERSEN & CLARKE

13  
14 By: 

15 André E. Jardini  
16 K.L. Myles  
17 Michael D. Carr  
18 Attorneys for Plaintiff  
HUMBERTA JARAMILLO,  
individually, and on behalf of others  
similarly situated

19 DEMAND FOR JURY TRIAL

20 Plaintiff HUMBERTA JARAMILLO, individually, and on behalf of others similarly  
21 situated, hereby demands a trial by jury in the above-entitled matter.

22 Dated: September 1, 2020

KNAPP, PETERSEN & CLARKE

23  
24 By: 

25 André E. Jardini  
26 K.L. Myles  
27 Michael D. Carr  
28 Attorneys for Plaintiff  
HUMBERTA JARAMILLO,  
individually, and on behalf of others  
similarly situated

KNAPP,  
PETERSEN  
& CLARKE



# EXHIBIT 1



550 North Brand Boulevard, Suite 1500, Glendale, California 91203-1922 • (818) 547-5000 • Facsimile: (818) 547-5329

May 27, 2020

Direct Dial: (818) 547-5178  
E-Mail: [aej@kpcllegal.com](mailto:aej@kpcllegal.com)

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Department of Industrial Relations  
1515 Clay Street, Suite 801  
Oakland, CA 94612

Re: Our Client: Humberta Jaramillo  
Our File No.: 8000-

Dear Sir or Madam:

Knapp, Petersen & Clarke represents Humberta Jaramillo. Ms. Jaramillo was a long-time employee of Imperial Stations Inc. (hereinafter "Imperial"), located at 8221 Garden Grove Blvd., Garden Grove, CA 92844. Ms. Jaramillo is informed and believes that Imperial owns and operates at least seven (7) gasoline stations in the County of Orange and other Southern California counties, and Imperial owns and operates appurtenant cashier and snack shops/mini-mart facilities, including several 7-Eleven stores, at Imperial's gas station locations.

Ms. Jaramillo was employed for many years by Imperial as a cashier and attendant at Imperial's station in Garden Grove. She was a full time, non-exempt employee of Imperial. Ms. Jaramillo and all similarly situated employees were and are, entitled to all the protections of IWC Wage Orders and provisions of the Labor Code as set forth herein. Ms. Jaramillo is informed and believes that the labor law violations by Imperial as set forth herein have occurred on a regular basis and are continuing with respect to all similarly situated employees of Imperial.

This letter is sent in conformance with the Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698 et seq). Pursuant to Labor Code section 2699.3, notice is given that the circumstances set forth herein are violative of the conditions of employment (Labor Code §1198), as set forth in Labor Code section 2699.3 et seq., including any and all Labor Code provisions set forth in Labor Code section 2699.3 as well as the provisions of the Labor Code not found in section 2699.5, as authorized by Labor Code section 2699.3(c). This letter shall give notice of the following violations by Imperial:

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Failure to Provide Meal Periods and Failure to Authorize and Permit Rest Breaks

It is Imperial's customary practice that its cashier/attendant employees are not permitted to take meal and rest breaks, and that they are required to remain on duty during their mandated meal periods and rest breaks. These practices fail to comport with the requirements that non-exempt employees such as Ms. Jaramillo and all other similarly situated employees, must be provided with meal periods and rest breaks and that meal periods and rest breaks be duty-free.

Humberta Jaramillo and all similarly situated employees of Imperial, regularly worked eight hour shifts as employees of Imperial as non-exempt cashier/attendant employees, and were entitled to but not permitted by Imperial, to have duty-free rest periods for each work shift exceeding four hours or a major fraction thereof, and an uninterrupted, duty-free meal period of not less than 30 minutes for work shifts exceeding five hours. Because Humberta Jaramillo and all other similarly situated employees of Imperial were not provided with duty-free meal periods, Imperial has and continues to violate California law. (Labor Code §§ 226.7, 512(a), 516 and 1198.) Because Humberta Jaramillo and all other similarly situated employees of Imperial were not provided with duty-free rest breaks, Imperial has and continues to violate California law. (Labor Code §§ 226.7, 516 and 1198.)

Failure to Pay Overtime

Humberta Jaramillo and all other similarly situated employees were regularly required to work "off-the clock" and were not paid for all time worked, such as when Ms. Jaramillo and other similarly situated employees were required to remain on premises and perform set-up duties before the beginning of their shifts or clean-up duties while waiting for relief-shift employees to arrive. These circumstances caused Humberta Jaramillo and all other similarly situated employees to regularly work in excess of eight (8) hour shifts for which overtime was not paid as required by California law. (Labor Code §§ 510 and 1198 (Unpaid Overtime).)

Failure to Pay Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of less than the minimum wage so fixed is unlawful. As set forth herein, due to Imperial's policy of not paying Ms. Jaramillo and other similarly situated employees for off-the-clock time, and further due to Imperial's policy of not providing compliant meal periods and rest periods, Imperial violated and continues to violate minimum wage laws. Imperial did not pay

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minimum wages for off-the-clock hours that Ms. Jaramillo and all other similarly situated employees worked that qualified as overtime premium payment. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Imperial did not pay at least minimum wages for those hours worked off-the-clock in violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

#### Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

First, because Imperial did not record the time Humberta Jaramillo and all other similarly situated employees worked off the clock, Imperial did not list the correct amount of gross and net wages earned, in compliance with Labor Code §§ 226(a)(1) and 226(a)(5). For the same reason, Imperial failed to accurately list the total number of hours worked by Ms. Jaramillo and all other similarly situated employees of Imperial in violation of Labor Code § 226(a)(2). For the same reason, Imperial failed to keep accurate payroll records showing the hours worked daily by, and the wages paid to, Imperial's employees, in violation of Labor Code § 1174(d).

Second, as a result of Imperial's custom and practice of failing to permit Ms. Jaramillo and all other similarly situated employees to take unrestricted, off-duty meal periods and Imperial's custom and practice of failing to authorize and permit off-duty rest breaks, Imperial failed, and continues to fail, to accurately record wages owed to Ms. Jaramillo and other similarly situated employees. Labor Code § 226.7 provides that when an employer fails to provide off-duty meal or rest periods (as required by "applicable statute..., regulation..., or [IWC order]..."), the employer "shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest...period is not provided." Since Ms. Jaramillo and other similarly situated employees were/are not paid by Imperial in accordance with Labor Code § 226.7 for Imperial's failure to provide off-duty meal or rest periods, Ms. Jaramillo and all other similarly situated employees were not given accurate wage statements, and accurate payroll records were not maintained by Imperial in violation of these labor laws.

#### Failure to Timely Pay Wages During Employment

As a result of Imperial's non-payment of overtime wages and meal and rest period premium wages to Humberta Jaramillo and all other similarly situated employees, Imperial failed and continues to fail, to timely pay wages during employment, in violation of Labor Code § 204, which provides that all wages earned by any person in any employment between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16<sup>th</sup>) and the twenty-sixth (26<sup>th</sup>) day of the month during which the labor was performed. Labor Code § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the



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payday for the next regular payroll period. Alternatively, Labor Code § 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period. Imperial failed and continues to fail to pay Ms. Jaramillo and all other similarly situated employees all wages due, including, but not limited to, overtime wages, and meal and rest period premium wages, within the time periods specified by Labor Code § 204.

#### Failure to Timely Pay Wages Upon Termination

As a result of Imperial's non-payment of overtime wages and meal and rest period premium wages to Humberta Jaramillo and all other similarly situated employees, Imperial failed and continues to fail, to timely pay wages upon termination, in violation of Labor Code §§ 201 and 202, which provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. (See also, Labor Code § 203.) Imperial failed to pay Ms. Jaramillo and all similarly situated employees who are no longer employed by Imperial the earned and unpaid wages including overtime wages, and meal and rest period premium wages owed, either at the time of discharge, or within seventy-two (72) hours of their leaving Imperial's employ, in violation of Labor Code §§ 201 and 202, or for 30 days thereafter (Labor Code § 203).

#### Unpaid Business-Related Expenses

California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses to their employees. *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4<sup>th</sup> 1137, 1144. The applicable IWC Wage Order 7-2001 provides that "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer...." Ms. Jaramillo is informed and believes, and a preliminary investigation reveals, that Imperial had, and has, a company-wide policy of requiring Ms. Jaramillo and all other similarly situated employees to utilize their own personal cellular phones and cellular data to carry out their job duties, but Imperial failed and fails to reimburse them for the costs of their work-related cellular phone expenses. Ms. Jaramillo and all similarly situated employees were required to use their personal cellular phones to complete work-related tasks, such as discussing store issues,

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scheduling, and store activity with Imperial's managers and others. Imperial could have provided Ms. Jaramillo and all other similarly situated employees with company phones to be used for fulfilling work-related tasks, or reimbursed them for the costs of their cellular phone expenses. Instead, Imperial passed these operating costs off onto its employees in violation of Labor Code § 2802.

#### Failure to Provide Free Drinking Water

California Labor Code section 2441(a) provides that "[e]very employer of labor in this state shall, without making a charge therefor, provide fresh and pure drinking water to his or her employees during working hours." Labor Code § 2441(b) empowers, among others, the Department of Industrial Relations to enforce the drinking water provision. Imperial had, and has, a companywide policy not to provide drinking water at the company's expense to Humberta Jaramillo and all other similarly situated employees. Instead, Humberta Jaramillo and all similarly situated employees either had to bring their own water or purchase water from Imperial's facilities. On hundreds of occasions, Ms. Jaramillo purchased water from Imperial while on the job because she could not bring enough water with her. Ms. Jaramillo is informed and believes that the same situation has and is occurring with respect to all similarly situated employees of Imperial. These circumstances do not comport with the requirement that Imperial "provide fresh and pure drinking water" to its employees. Moreover, requiring employees to purchase drinking water from Imperial is another form of passing on the cost of doing business to its employees.

#### Violation of Business and Professions Code Section 17200 et seq.

Imperial's conduct, as set forth herein, constitutes unfair and unlawful business practices in violation of Business and Professions Code section 17200 et seq.

#### Representative Action

This action is brought on behalf of Ms. Jaramillo and all similarly situated employees of Imperial in California, as a representative action.

Common issues of fact exist whether Imperial violated Labor Code §§ 226.7, 512(a), 516 and 1198 as to its non-exempt cashiers/attendants by failing to provide compliant rest periods and meal periods.

Common issues of fact exist whether Imperial violated Labor Code §§ 510 and 1198 by failing to pay overtime wages.

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Common issues of fact exist whether Imperial violated Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 by failing to pay minimum wages.

Common issues of fact exist whether Imperial violated Labor Code §§ 226, 1174 and 1198 by failing to issue complaint wage statements and failing to maintain accurate payroll records.

Common issues of fact exist whether Imperial violated Labor Code § 204 by failing to timely pay wages during employment.

Common issues of fact exist whether Imperial violated Labor Code §§ 201 and 202 by failing to timely pay wages upon termination.

Common issues of fact exist whether Imperial violated Labor Code § 2802 by failing to pay business-related expenses paid for by its non-exempt cashiers/attendants.

Common issues of fact exist whether Imperial violated Labor Code § 2441 by failing to provide its non-exempt cashiers/attendants with fresh and pure drinking water without charge

Common issues of fact exist whether Imperial violated Business and Professions Code § 17200 et seq. as to any or all of the foregoing violations of the California Labor Code.

Notice is hereby given to the California Labor & Workplace Development Agency ("LWDA") that a class action and/or representative action will be filed by Humberta Jaramillo on behalf of all non-exempt cashier/attendant employees of Imperial and/or a representative action by an aggrieved employee, in the event that LWDA does not prosecute such an action.

This letter is sent to your office pursuant to Labor Code section 2699.3. A copy of this letter has been sent by certified mail to Imperial at its address of record of its president and agent for service of process.



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Please advise the undersigned of your intention.

Very truly yours,

KNAPP, PETERSEN & CLARKE

A handwritten signature in cursive script, appearing to read "André E. Jardini".

André E. Jardini  
K.L. Myles  
Michael D. Carr

AEJ:drp

cc: David M. Berri, President and Agent for Service of Process  
Imperial Stations Inc.  
8221 Garden Grove Blvd.  
Garden Grove, CA 92844-1008  
(Via Certified Mail, Return Receipt Requested)

cc: California Labor and Workforce Development Agency  
455 Golden Gate Avenue  
9th Floor  
San Francisco, CA 94012  
(Via Certified Mail, Return Receipt Requested)