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April 15, 2020

Via On-Line Submission to:
California Labor and Workforce Development Agency
LWDA Case Number: TBD

re: **Prasad v. Broadbase Inc. DBA Jiffy Lube**

Dear Sir or Madam:

This letter will serve as Notice, as required under the California Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*), on behalf of our client, Ruben Espinoza ("Plaintiff"), and the Aggrieved Employees he intends to represent (specifically, all store managers who were misclassified as exempt and employed by Broadbase Inc. DBA Jiffy Lube ("Defendant") within the State of California at any time after April 15, 2019). The facts and theories underpinning this dispute include, but are not necessarily limited to, the following:

Plaintiff Ruben Espinoza was employed as a store manager by Defendant at a service station in Northern California during the claims period. Plaintiff alleges that he was willfully misclassified by Defendant as exempt from overtime and other employment benefits, despite Plaintiff's employment position not meeting any known test for exemption from the payment of overtime wages and/or the entitlement to meal or rest periods. Plaintiff alleges that he was not paid regular or overtime wages for hours worked beyond 8 in one day or 40 in one week or provided the opportunity to take off duty, uninterrupted meal or rest breaks. Plaintiff specifically alleges that Defendant had a consistent policy which failed to provide statutorily compliant breaks due to, *inter alia*, Defendant's communication to Plaintiff that he was exempt and was therefore not entitled to take breaks. Plaintiff alleges that he was not properly compensated for off the clock or overtime hours, including, but not limited to, overtime hours that were not paid at an overtime rate. Plaintiff further alleges that Defendant required him to use his personal cell phone to communicate regarding company related matters but never offered him reimbursement. Plaintiff also alleges various derivative claims for penalties arising under these same theories.

Plaintiff alleges that Defendant has had a consistent policy of misclassifying Plaintiff and Aggrieved Employees as exempt; permitting, encouraging and/or requiring Plaintiff and Aggrieved Employees to work in excess of 8 hours per day and/or in excess of 40 hours per week without paying them all compensation (including, but not limited to, overtime compensation) as required by California's wage and hour laws; unlawfully denying Plaintiff and Aggrieved Employees statutorily-mandated meal and rest periods; willfully failing to provide Plaintiff and Aggrieved Employees with accurate semimonthly itemized wage statements reflecting the total number of hours each worked, the applicable deductions, and the applicable hourly rates in effect during the pay period; willfully failing to pay compensation in a prompt and timely manner to Plaintiff and

other Aggrieved Employees whose employment with Defendant has terminated; and willfully failing to reimburse Plaintiff and Aggrieved Employees for expenses related to business purposes including, without limitation, use of their personal cell phones for business purposes.

More specifically, Plaintiff alleges that Defendant willfully: (1) violated California Labor Code §§ 200-204, 210, 218, 218.5, 218.6, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 and/or §§ 11 and 12 of the relevant IWC Wage Order by failing to pay all wages due; (2) violated Labor Code §§ 226.7 and 512 by failing to provide Plaintiff and Aggrieved Employees with meal and/or rest breaks due to, *inter alia*, Defendant's communication to Plaintiff that he was not entitled to breaks as an exempt employee; (3) failed to issue accurate itemized wage statements to Plaintiff and Aggrieved Employees, in violation of Labor Code §§ 226, 226.3, 1174, 1174.5, and/or 2810.5 since the statements issued failed to include the required information including wages owed for meal and rest break violations and overtime; (4) failed to timely pay wages upon termination of certain Aggrieved Employees' employment, in violation of California Labor Code §§ 200-203, and 256; and (5) failed to reimburse expenses incurred by Plaintiff and Aggrieved Employees, in violation of California Labor Code §§ 406 and 2802

Please contact me if you have any questions and/or concerns. By courtesy copy of this letter, the requisite filing fee has been sent to the Department of Industrial Relations' Accounting Unit.

Very truly yours,



SCOTT EDWARD COLE, ESQ.

cc: Broadbase Inc.
C/O Donald W. Fowler
1471 Shore St.
West Sacramento, CA 95691
(via certified mail)

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
(via online submission and regular mail, with filing fee enclosed)