

1 **JCL LAW FIRM**

2 Jean-Claude Lapuyade, Esq.
3 3990 Old Town Avenue, Suite C204
4 San Diego, CA 92110
5 Telephone: (619) 599-8292
6 Facsimile: (619) 599-8291

7 **ZAKAY LAW GROUP, APLC**

8 Shani O. Zakay (State Bar #277924)
9 3990 Old Town Ave., Suite C204
10 San Diego, CA 92110
11 Telephone: (619) 255-9047
12 Facsimile: (858) 404-9203

13 ATTORNEYS FOR PLAINTIFF ELAINE MUNOZ

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF SAN BERNARDINO**

16 ELAINE MUNOZ, individually and on behalf
17 of all persons similarly situated

18 PLAINTIFFS,

19 vs.

20 AMTCR CALIFORNIA, LLC, a California
21 limited liability company, and Does 1 through
22 50, Inclusive,

23 DEFENDANTS.

Case No.: CIV-DS2001914

FIRST AMENDED CLASS AND
COLLECTIVE ACTION COMPLAINT
FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE § 17200, et seq.;
2. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
3. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
4. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1182.12, 1194, 1197 & 1197.1;
5. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, et seq.;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.
8. FAILURE TO PROVIDE PERSONNEL FILES IN VIOLATION OF CAL. LABOR CODE § 1198.5; and
9. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 et seq.]

[JURY TRIAL DEMANDED]

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 25 2020

BY Sandra Ortega
SANDRA ORTEGA/DEPUTY

VIA FAX

1 Plaintiff ELAINE MUNOZ (“PLAINTIFF”), individually and on behalf of all those
2 similarly situated, allege on information and belief, except for their own acts and knowledge, the
3 following:

4 **THE PARTIES**

5 1. Defendant AMTCR CALIFORNIA, LLC (“DEFENDANT”) is a California
6 limited liability company that at all relevant times relevant mentioned owned and operated
7 numerous McDonald’s® franchise restaurants, employing at least twenty-six (26) employees,
8 throughout Southern California, including in City of Needles, County of San Bernardino.

9 2. The true names and capacities, whether individual, corporate, subsidiary,
10 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
11 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
12 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this First Amended
13 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
14 ascertained. PLAINTIFF is informed and believes, and based upon that information and belief
15 allege, that the Defendants named in this First Amended Complaint, including DOES 1 through
16 50, inclusive (hereinafter collectively “DEFENDANTS”), are responsible in some manner for
17 one or more of the events and happenings that proximately caused the injuries and damages
18 hereinafter alleged.

19 3. The agents, servants and/or employees of the DEFENDANTS and each of them
20 acting on behalf of the DEFENDANT acted within the course and scope of his, her or its authority
21 as the agent, servant and/or employee of the DEFENDANT, and personally participated in the
22 conduct alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein.
23 Consequently, the acts of each of the DEFENDANTS are legally attributable to the other and all
24 DEFENDANTS are jointly and severally liable to PLAINTIFF and those similarly situated, for
25 the loss sustained as a proximate result of the conduct of the DEFENDANTS’ agents, servants
26 and/or employees.

1 4. Plaintiff ELAINE MUNOZ (“PLAINTIFF” or “MUNOZ”) worked for
2 DEFENDANTS from approximately February 2018 through August 2019. Between February
3 2018 and approximately March 2019, MUNOZ worked as a crew member, shift manager and
4 other non-exempt positions, paid on an hourly basis entitled to legally mandated meal and rest
5 periods, minimum wages and overtime compensation. Between approximately March 2019 and
6 August 2019, MUNOZ worked as General Manager and was misclassified as an exempt
7 employee.

8 **JURISDICTION AND VENUE**

9 5. The Superior Court of the State of California has jurisdiction in this matter because
10 DEFENDANT, a California limited liability company, and DOES 1 through 50 inclusive
11 (hereinafter “DEFENDANT” or “DEFENDANTS”), are qualified to do business in California and
12 regularly conduct business in California. Further, no federal question is at issue because the claims
13 are based solely on California law.

14 6. Venue is proper in this judicial district and the County of San Bernardino,
15 California because DEFENDANTS maintains offices and facilities and transact business in the
16 County of San Bernardino, and because DEFENDANTS’ illegal payroll policies and practices
17 which are the subject of this action were applied, at least in part, to residents of the County of San
18 Bernardino.

19 7. PLAINTIFF bring this class action under California Code of Civil Procedure § 382
20 on behalf of two classes of employees that worked for DEFENDANTS in California at any time
21 beginning four (4) years prior to the filing of the original Complaint and ending on the date as
22 determined by the Court (“CLASS PERIOD”). The members of the classes are so numerous that
23 joinder of all class members is impractical. PLAINTIFF reserves the right to amend the following
24 class definitions before the Court determines whether class certification is appropriate, or
25 thereafter upon leave of Court:

- 26 a. **Non-Exempt Class**: All of DEFENDANTS’ current and former non-
27 exempt employees, paid in whole or in part on an hourly basis,
28

employed in California during the CLASS PERIOD (“Non-Exempt Class”).

- b. **Misclassification Class**: All of DEFENDANTS’ current and former exempt employees in California with the job title of General Manager during the CLASS PERIOD (“Misclassification Class”)
- c. The Non-Exempt Class and the Misclassification Class are collectively referred to herein as the “CALIFORNIA CLASS”.

THE CONDUCT

A. Misclassification

9. To qualify as an exempt employee, California requires that an employee must be “primarily engaged in the duties that meet the test of the exemption” and “earns a monthly salary equivalent to no less than two times the state minimum wage for full-time employment.” *Labor Code* § 515. This forms the two-part test the employers must establish to properly exempt its employees from overtime laws: (1) the salary basis test and (2) the duties test.

10. For example, on January 1, 2019, the minimum wage in the State of California increased to \$12.00 per hour for employers, like DEFENDANTS, of at least 26 employees. Thus, based on a forty (40) hour workweek, the minimum salary for California exempt employees employed by employers with at least twenty-six (26) employees in 2019, is \$49,920.

11. From March 2019 to August 2019, DEFENDANTS employed PLAINTIFF in the position of General Manager. Defendant improperly classified the General Manager position as exempt from overtime laws and other laws governing the employment of non-exempt employees.

12. At all times during the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and the other members of the Misclassification Class, with an annual salary of at least two times the state minimum wage for full time employment by employers with at least twenty-six employees. For instance, as a General Manager in 2019, PLAINTIFF earned an annual salary of \$32,000 well below the \$49,920 salary threshold to meet the test of exemption.

13. At all times during the CLASS PERIOD, as General Managers, PLAINTIFF and the other members of the Misclassification Class primarily performed non-exempt job duties and

1 were not primarily engaged in duties that meet the test of the exemption, but were nevertheless
2 classified by DEFENDANTS as exempt. PLAINTIFF and the other members of the
3 Misclassification Class engaged in a finite set of tasks and had no power to exercise any
4 independent judgment and/or discretion. More specifically, DEFENDANTS' policy, practice and
5 procedure restrained PLAINTIFF and the other members of the Misclassification Class from
6 evaluating possible courses of action and implementing decisions based on their independent
7 judgment and discretion. In other words, in exercising their duties as General Managers,
8 PLAINTIFF and the other members of the Misclassification Class lacked any power to make any
9 independent choice free from immediate supervision and with respect to matters of significance.
10 As General Managers, PLAINTIFF and other members of the Misclassification Class did not
11 exercise the requisite discretion or independent judgment in the training or supervision of
12 employees based on the constraints, direction and control imposed by DEFENDANTS.

13 14. At all times during the CLASS PERIOD, as General Managers, PLAINTIFF and
14 the members of the Misclassification Class did not did not have the authority to hire, fire, or
15 promote employees, determine their pay rates or benefits, or give raises, or otherwise make
16 employment-related, personnel decisions. Consequently, as General Managers, PLAINTIFF and
17 the other members of the Misclassification Class did not have the authority to decide whether or
18 not an employee should be disciplined for an infraction. Disciplinary decisions were made by
19 other departments, or dictated by company policies. Overall, as General Managers,
20 recommendations made by PLAINTIFF and the other members of the Misclassification Class
21 were given no weight on all the above issues. As a result, as General Managers, PLAINTIFF and
22 the other members of the Misclassification Class were engaged in a type of work that required no
23 exercise of independent judgment or discretion as to any matter of significance. Moreover, as
24 General Managers, PLAINTIFF and the other members of the Misclassification class were
25 engaged in a type of work unrelated to management policies.

26 15. Further, the work schedule for General Managers, like PLAINTIFF and the other
27 members of the Misclassification Class, were set by DEFENDANTS. Typically, General
28 Managers, like PLAINTIFF and the other members of the Misclassification Class, regularly

1 worked in excess of eight (8) hours in a workday and more than forty (40) hours in a workweek.
2 Nevertheless, DEFENDANTS never provided its General Managers, including PLAINTIFF and
3 the other members of the Misclassification Class, with overtime compensation and other benefits
4 for the overtime hours worked as required by law due to DEFENDANTS' improper treatment of
5 its General Managers as "exempt."

6 16. As a matter of company policy, practice, and procedure, DEFENDANTS have
7 unlawfully, unfairly and/or deceptively treated its General Managers including PLAINTIFF and
8 the other members of the Misclassification Class as exempt employees, failed to pay the required
9 overtime compensation and otherwise failed to comply with all applicable labor laws with respect
10 to PLAINTIFF and the other members of the Misclassification Class.

11 17. By reason of this uniform exemption practice, policy and procedure applicable to
12 the PLAINTIFF, DEFENDANTS committed acts of unfair competition in violation of the
13 California Unfair Competition law, Cal. Bus. & Prof. Code § 17200 (the "UCL"), by engaging in
14 a company-wide policy, practice and procedure which failed to properly classify the PLAINTIFF
15 and the other members of the Misclassification Class and thereby failed to pay them overtime
16 wages for documented overtime hours worked.

17 18. The proper classification of the PLAINTIFF and the other members of the
18 Misclassification Class is DEFENDANTS' burden. DEFENDANTS had no business policy,
19 practice, or procedure to ensure that the PLAINTIFF and the other members of the
20 Misclassification Class were properly classified as exempt, and in fact, as a matter of corporate
21 policy erroneously and unilaterally classified misclassified the General Managers as exempt
22 based on job title alone. As a result of DEFENDANTS' intentional disregard of the obligation to
23 meet this burden, DEFENDANTS failed to pay all required overtime compensation for work
24 performed by the PLAINTIFF and the other members of the Misclassification Class and violated
25 the California Labor Code and regulations promulgated thereunder as herein alleged.

26 19. Additionally, DEFENDANTS failed to provide all the legally required off-duty
27 meal and rest breaks to their General Managers, including PLAINTIFF and the other members of
28 the Misclassification Class, as required by the applicable Wage Order and Labor Code. As a result

of its willful misclassification, DEFENDANTS did not have a practice of providing meal and rest breaks to the PLAINTIFF and the other members of the Misclassification Class. DEFENDANTS' failure to provide the PLAINTIFF with legally required meal and rest breaks is evidenced by DEFENDANTS' business records which contain no record of these breaks.

B. Missed Meal and Rest Period Violation

20. As a result of their rigorous work schedules and inadequate staffing, during the CLASS PERIOD, PLAINTIFFS and the other members of the Non-Exempt Class were, from time-to-time, unable to take off duty meal breaks and/or were not fully relieved of duty for meal periods. PLAINTIFFS and the other members of the Non-Exempt Class were, from time-to-time, required to perform work while as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break or a premium hour of compensation *in lieu* thereof. Further, for the same reasons, DEFENDANTS, from time-to-time, failed to provide PLAINTIFFS and the other members of the Non-Exempt Class with a second off-duty meal period, or a premium hour of compensation *in lieu* thereof, during work shifts in which these employees were required by DEFENDANTS to work ten (10) hours of work. PLAINTIFF and the other members of the Non-Exempt Class therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

21. Also, as a result of their rigorous work schedule and inadequate staffing, during the CLASS PERIOD, PLAINTIFFS and the other members of the Non-Exempt Class were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, for the same reasons, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFFS and the other members of the Non-Exempt Class were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and the other members of the Non-Exempt Class were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

1
2
3 **C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

4 22. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
5 continue to fail to accurately pay PLAINTIFFS and the other members of the Non-Exempt Class
6 for all hours worked. Specifically, DEFENDANT from time-to-time required PLAINTIFF and
7 the other members of the Non-Exempt Class to perform work while off-the clock during meal
8 periods. Notwithstanding, from time to time DEFENDANTS failed to pay PLAINTIFFS and
9 other members of the Non-Exempt Class necessary wages for attending for performing work at
10 DEFENDANT’S direction, request and benefit, while off-the clock during meal periods.

11 23. DEFENDANTS directed and directly benefited from the uncompensated off-the-
12 clock work performed by PLAINTIFF and the other members of the Non-Exempt Class.

13 24. DEFENDANTS controlled the work schedules, duties, protocols, applications,
14 assignments and employment conditions of PLAINTIFFS and the other members of the on-
15 Exempt Class.

16 25. DEFENDANTS were able to track the amount of time PLAINTIFFS and the
17 other members of the Non-Exempt Class spent working; however, DEFENDANTS failed to
18 document, track, or pay PLAINTIFFS and the other members of the Non-Exempt Class all
19 wages earned and owed for all the work they performed, including off-the-clock work.

20 26. PLAINTIFFS and the other members of the Non-Exempt Class were non-exempt
21 employees, subject to the requirements of the California Labor Code.

22 27. DEFENDANTS’ policies and practices deprived PLAINTIFFS and the other
23 members of the Non-Exempt Class of all minimum, regular and overtime wages owed for the
24 off-the-clock work activities and their required meal periods. Because PLAINTIFFS and the
25 other members of the Non-Exempt Class typically worked over 40 hours in a workweek, and
26 more than eight (8) hours per day, DEFENDANTS’ policies and practices also deprived them of
27 overtime pay.
28

1 28. DEFENDANTS knew or should have known that PLAINTIFFS and the other
2 members of the Non-Exempt Class off-the-clock work was compensable under the law.

3 29. As a result, PLAINTIFFS and the other members of the Non-Exempt Class
4 forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit
5 for the time spent attending required meetings and sales trainings. DEFENDANTS' uniform
6 policy and practice to not pay PLAINTIFFS and the members of the Non-Exempt Class wages
7 for all hours worked in accordance with applicable law is evidenced by DEFENDANTS'
8 business records.

9 **D. Wage Statement Violation**

10 30. From time-to-time during the CLASS PERIOD, during pay periods where
11 PLAINTIFF and the other members of the Non-Exempt Class worked off-the-clock and were not
12 compensated, DEFENDANTS failed to provide PLAINTIFF and the other members of the Non-
13 Exempt Class with complete and accurate wage statements which failed to show, among other
14 things, all applicable hourly rates in effect during the pay period and the corresponding number
15 of hours worked at each applicable hourly, gross and net wages earned, and the correct penalty
16 payments for missed meal and rest periods. Cal. Lab. Code § 226 provides that every employer
17 shall furnish each of his or her employees with an accurate itemized wage statement in writing
18 showing, among other things, gross wages earned and all applicable hourly rates in effect during
19 the pay period and the corresponding amount of time worked at each hourly rate. Aside, from the
20 violations listed above in this paragraph, DEFENDANTS failed to issue to PLAINTIFF and the
21 other members of the Non-Exempt Class accurate itemized wage statements list that lists all the
22 requirements under California Labor Code 226 *et seq.* As a result, from time-to-time during the
23 CLASS PERIOD, DEFENDANTS provided PLAINTIFFS and the other members of the Non-
24 Exempt Class with wage statements which violated Cal. Lab. Code § 226.

25 31. By reason of the aforementioned uniform conduct applicable to PLAINTIFF and
26 the other members of the Non-Exempt Class, DEFENDANTS committed acts of unfair
27 competition in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§
28 17200, *et seq.* (the "UCL"), by engaging in the conduct described herein, including but not limited

1 to, failing to compensate PLAINTIFF and the other members of the Non-Exempt Class for all
2 hours worked, failing to provide legally compliant meal and rest periods, and issuing inaccurate
3 wage statements. The proper compensation of these employees is the DEFENDANTS' burden.
4 As a result of DEFENDANTS' intentional disregard of the obligation to meet this burden,
5 DEFENDANTS failed to properly calculate and/or pay all required overtime compensation for
6 work performed by the CLASS MEMBERS and violated the California Labor Code and
7 regulations promulgated thereunder as herein alleged.

8 **E. Personnel File**

9 32. DEFENDANTS also violated Cal. Lab. Code Section 1198.5 by failing to respond
10 and provide PLAINTIFF with her employment file. Section 1198.5 states that employees (and
11 former employees) have the right to inspect personnel records maintained by the employer
12 "related to the employee's performance or to any grievance concerning the employee." Employers
13 must allow inspection or copying within thirty (30) days of the request. PLAINTIFF requested
14 his employment file via certified mail multiple times and DEFENDANT failed to respond each
15 time. As a result, PLAINTIFF is now entitled to a statutory penalty of \$750 and an award of
16 attorneys' fees and costs for bringing this action.

17 33. To date, DEFENDANTS has not fully paid PLAINTIFFS and the other CLASS
18 MEMBERS the overtime compensation still owed to them. The amount in controversy for
19 PLAINTIFFS individually does not exceed the sum or value of \$75,000.

20 34. This action is appropriately suited for a Class Action because:

- 21 a. The potential class is a significant number. Joinder of all current and former
22 employees individually would be impractical.
- 23 b. This action involves common questions of law and fact to the potential
24 Misclassification Class as well as the proposed Non-Exempt Class because the
25 action focuses on DEFENDANTS' systematic course of classification and illegal
26 payroll practices and policies, which was applied to all of the members of the
27 Misclassification Class and Non-Exempt Class in violation of the Labor Code, the
28

1 applicable IWC wage order, and the Business and Professions Code which prohibits
2 unfair business practices arising from such violations.

3 c. The claims of the PLAINTIFF are typical of the class because DEFENDANTS
4 subjected all misclassified employees and all non-exempt employee to identical
5 violations of the Labor Code, the applicable IWC wage order, and the Business and
6 Professions Code.

7 d. PLAINTIFF is able to fairly and adequately protect the interest of all members of
8 the class because it is in their best interest to prosecute the claims alleged herein to
9 obtain full compensation due to them for all services rendered and hours worked.

10 **JURISDICTION AND VENUE**

11 35. This Court has jurisdiction over this Action pursuant to California Code of Civil
12 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
13 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
14 DEFENDANTS pursuant to Cal. Code of Civ. Proc. § 382.

15 36. Venue is proper in this Court pursuant to California Code of Civil Procedure,
16 Sections 395 and 395.5, because DEFENDANT (i) currently maintains and at all relevant times,
17 maintained offices and facilities in this County and/or conducts substantial business in this
18 County, and (ii) committed the wrongful conduct herein alleged in this County against members
19 of the CALIFORNIA CLASS and CALIFORNIA LABOR SUB-CLASS.

20 **FIRST CAUSE OF ACTION**

21 **For Unlawful Business Practices**

22 **[Cal. Bus. And Prof. Code §§ 17200, et seq.]**

23 (By PLAINTIFF, the Misclassification Class and the Non-Exempt Class CALIFORNIA and
24 Against All Defendants)

25 37. PLAINTIFF, and the other members of the Misclassification Class and the Non-
26 Exempt Class (hereinafter collectively “CALIFORNIA CLASS”), reallege and incorporate by
27 this reference, as though fully set forth herein, the prior paragraphs of this First Amended
28 Complaint.

1 38. DEFENDANTS are a “person” as that term is defined under Cal. Bus. and Prof.
2 Code § 17021.

3 39. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
4 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
5 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
6 as follows:

7 Any person who engages, has engaged, or proposes to engage in
8 unfair competition may be enjoined in any court of competent
9 jurisdiction. The court may make such orders or judgments,
10 including the appointment of a receiver, as may be necessary to
11 prevent the use or employment by any person of any practice which
12 constitutes unfair competition, as defined in this chapter, or as may
13 be necessary to restore to any person in interest any money or
14 property, real or personal, which may have been acquired by means
15 of such unfair competition. Cal. Bus. & Prof. Code § 17203.

16 40. By the conduct alleged herein, DEFENDANTS have engaged and continues to
17 engage in a business practice which violates California law, including but not limited to, the
18 applicable Industrial Wage Order(s), the California Code of Regulations and the California Labor
19 Code including Sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 515, 558, 1194, 1197,
20 1197.1, 1198, and 1198.5 for which this Court should issue declaratory and other equitable relief
21 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the
22 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

23 41. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair
24 in that these practices violate public policy, were immoral, unethical, oppressive, unscrupulous
25 or substantially injurious to employees, and were without valid justification or utility for which
26 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
27 Business & Professions Code, including restitution of wages wrongfully withheld.
28

1 42. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
2 fraudulent in that DEFENDANTS' uniform policy and practice failed to pay PLAINTIFF, and
3 other members of the CALIFORNIA CLASS, all wages due to them for all hours worked, and
4 premiums for their missed meal and rest periods, pursuant to the applicable Cal. Lab. Code, and
5 Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*,
6 and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof.
7 Code § 17203, including restitution of wages wrongfully withheld.

8 43. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
9 unfair and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
10 other members of the CALIFORNIA CLASS to be underpaid during their employment with
11 DEFENDANTS.

12 44. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
13 unfair and deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to
14 provide legally required uninterrupted duty-free meal breaks to PLAINTIFF and the other
15 members of the CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

16 45. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
17 CALIFORNIA CLASS member, all unpaid wages resulting from working off-the-clock, all
18 unpaid wages from resulting from misclassification, one (1) hour of pay at the regular rate of
19 compensation for each workday in which an off-duty meal period was not timely provided for
20 each five (5) hours of work, and/or one (1) hour of pay for each workday in which a second off-
21 duty meal period was not timely provided for each ten (10) hours of work.

22 46. PLAINTIFF further demands on behalf of themselves and on behalf of each
23 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
24 not timely provided and/or paid as required by law.

25 47. By and through the unlawful and unfair business practices described herein,
26 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
27 other members of the CALIFORNIA CLASS, including earned wages for time worked, including
28 overtime worked, and has deprived them of valuable rights and benefits guaranteed by law and

1 contract, all to the detriment of these employees and to the benefit of DEFENDANTS so as to
2 allow DEFENDANTS to unfairly compete against competitors who comply with the law.

3 48. All the acts described herein as violations of, among other things, the Industrial
4 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
5 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and
6 unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business
7 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

8 49. PLAINTIFF and the other members of the CALIFORNIA CLASS were further
9 entitled to, and do, seek a declaration that the described business practices were unlawful, unfair
10 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
11 engaging in any unlawful and unfair business practices in the future.

12 50. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
13 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
14 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As
15 a result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
16 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
17 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
18 unlawful and unfair business practices.

19 **SECOND CAUSE OF ACTION**

20 **For Failure to Provide Required Meal Periods**

21 **[Cal. Lab. Code §§ 226.7 & 512]**

22 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

23 51. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
25 Amended Complaint.

26 52. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
27 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as
28 required by the applicable Wage Order and Labor Code. The nature of the work performed by

1 PLAINTIFF and the CALIFORNIA CLASS members did not prevent these employees from
2 being relieved of all of their duties for the legally required off-duty meal periods. As a result of
3 their rigorous work schedules and understaffing in the case of the Non-Exempt Class Members,
4 and as a result of misclassification in the case the Misclassification Class, PLAINTIFF and other
5 CALIFORNIA CLASS members were often not fully relieved of duty by DEFENDANTS during
6 their meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFFS and the
7 CALIFORNIA CLASS members with legally required meal breaks prior to their fifth (5th) hour
8 of work is evidenced by DEFENDANTS' business records. As a result, PLAINTIFF and other
9 members of the CALIFORNIA CLASS therefore forfeited meal breaks without additional
10 compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

11 53. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable
12 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members
13 who were not provided a meal period, in accordance with the applicable Wage Order, one
14 additional hour of compensation at each employee's regular rate of pay for each workday that a
15 meal period was not provided.

16 54. As a proximate result of the aforementioned violations, PLAINTIFF and
17 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
18 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

19 **THIRD CAUSE OF ACTION**

20 **For Failure to Provide Required Rest Periods**

21 **[Cal. Lab. Code §§ 226.7 & 512]**

22 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

23 55. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
25 Amended Complaint.

26 56. PLAINTIFFS and other CALIFORNIA CLASS members were required to work in
27 excess of four (4) hours without being provided ten (10) minute rest periods. Further, these
28 employees were denied their first rest periods of at least ten (10) minutes for some shifts worked

1 of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for
2 some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period
3 of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and
4 other CALIFORNIA CLASS members were also not provided with one-hour wages in lieu
5 thereof. As a result of their rigorous work schedules and understaffing with respect to the Non-
6 Exempt Class members and, and as a result of their misclassification for the Misclassification
7 Class, PLAINTIFF and other CALIFORNIA CLASS Members were periodically denied their
8 proper rest periods by DEFENDANTS and DEFENDANTS' managers.

9 57. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable
10 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members
11 who were not provided a rest period, in accordance with the applicable Wage Order, one
12 additional hour of compensation at each employee's regular rate of pay for each workday that rest
13 period was not provided.

14 58. As a proximate result of the aforementioned violations, PLAINTIFF and
15 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial,
16 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

17 **FOURTH CAUSE OF ACTION**

18 **For Failure to Pay Minimum Wages**

19 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

20 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

21 59. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
22 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
23 Amended Complaint.

24 60. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
25 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
26 Industrial Welfare Commission requirements for DEFENDANTS' failure to pay PLAINTIFF and
27 the members of the CALIFORNIA CLASS for all hours worked and, as a result, not paying
28 minimum wages for all hours worked by PLAINTIFFS and CALIFORNIA CLASS Members.

61. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

62. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

63. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit.

64. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the other members of the CALIFORNIA CLASS without regard to the correct amount of time they work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.

65. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS in regards to minimum wage pay.

66. In committing these violations of the California Labor Code, DEFENDANTS inaccurately calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

67. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein, PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct minimum wage compensation for their time worked for DEFENDANTS.

68. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a failure to pay all earned wages.

69. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer an economic injury in amounts which are presently unknown to them and which will be ascertained according to proof at trial.

70. DEFENDANTS knew or should have known that PLAINTIFF and the other members of the CALIFORNIA CLASS were under compensated for their time worked. DEFENDANTS systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for their time worked.

71. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide them with the requisite compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees.

72. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS

members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory costs.

FIFTH CAUSE OF ACTION

For Failure to Pay Overtime Compensation

[Cal. Lab. Code §§ 510, *et seq.*]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

73. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs of this First Amended Complaint.

74. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

75. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

76. Cal. Lab. Code § 510 further provides that employees in California shall not be employed more than eight (8) hours per workday and more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

77. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage and overtime compensation and interest thereon, together with the costs of suit.

78. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

1 79. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
2 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
3 they worked, including overtime work.

4 80. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
5 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
6 implementing a uniform policy and practice that failed to accurately record overtime worked by
7 PLAINTIFF and other CALIFORNIA CLASS members and denied accurate compensation to
8 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
9 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
10 (12) hours in a workday, and/or forty (40) hours in any workweek.

11 81. In committing these violations of the California Labor Code, DEFENDANTS
12 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
13 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANTS acted in an illegal
14 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
15 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
16 regulations.

17 82. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
18 the PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full
19 compensation for overtime worked.

20 83. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
21 from the overtime requirements of the law. None of these exemptions are applicable to the
22 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
23 other members of the CALIFORNIA CLASS were not subject to a valid collective bargaining
24 agreement that would preclude the causes of action contained herein this First Amended
25 Complaint. Rather, PLAINTIFF brings this action on behalf of herself and the CALIFORNIA
26 CLASS based on DEFENDANTS' violations of non-negotiable, non-waivable rights provided
27 by the State of California.

1 84. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS have been paid less for overtime worked that they are entitled to,
3 constituting a failure to pay all earned wages.

4 85. DEFENDANTS failed to accurately pay the PLAINTIFFS and the other members
5 of the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of
6 the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even
7 though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work,
8 and did in fact work, overtime as to which DEFENDANTS failed to accurately record and pay as
9 evidenced by DEFENDANTS' business records and witnessed by employees.

10 86. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
11 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
12 amount of time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS
13 have suffered and will continue to suffer an economic injury in amounts which are presently
14 unknown to them and which will be ascertained according to proof at trial.

15 87. DEFENDANTS knew or should have known that PLAINTIFF and the other
16 members of the CALIFORNIA CLASS were under compensated for all overtime worked.
17 DEFENDANT systematically elected, either through intentional malfeasance or gross
18 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
19 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
20 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

21 88. In performing the acts and practices herein alleged in violation of California labor
22 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all overtime
23 worked and provide them with the requisite overtime compensation, DEFENDANTS acted and
24 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
25 members of the CALIFORNIA CLASS with a conscious of and utter disregard for their legal
26 rights, or the consequences to them, and with the despicable intent of depriving them of their
27 property and legal rights, and otherwise causing them injury in order to increase company profits
28 at the expense of these employees.

89. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore request recovery of all overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum and/or overtime compensation is determined to be owed to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory costs.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)

90. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First Amended Complaint.

91. Cal. Labor Code § 226 provides that an employer must furnish employees with an “accurate itemized” statement in writing showing:

1. gross wages earned,
2. total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
3. the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,

4. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
5. net wages earned,
6. the inclusive dates of the period for which the employee is paid,
7. the name of the employee and her or her social security number, except that by January 1, 2008, only the last four digits of her or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,
8. the name and address of the legal entity that is the employer, and
9. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

92. When PLAINTIFF and the other CALIFORNIA CLASS members were not compensated for all wages due to them for their off-the-clock work, and for their missed meal and rest breaks, and for overtime, DEFENDANTS also failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate wage statements. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. As a result, DEFENDANTS provided PLAINTIFF and the other members of the CALIFORNIA CLASS with wage statements which violate Cal. Lab. Code § 226. Aside, from the violations listed above in this paragraph, DEFENDANTS failed to issue to PLAINTIFF an itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*

93. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for the overtime hours worked and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore,

1 PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated
2 damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and
3 one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab.
4 Code § 226, in an amount according to proof at the time of trial (but in no event more than four
5 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA
6 CLASS.

7 **SEVENTH CAUSE OF ACTION**

8 **For Failure to Pay Wages When Due**

9 **[Cal. Lab. Code §§ 201, 202, 203]**

10 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

11 94. PLAINTIFF and the members of the CALIFORNIA CLASS reallege and
12 incorporate by reference, as though fully set forth herein, the prior paragraphs of this First
13 Amended Complaint.

14 95. Cal. Lab. Code § 200 provides, in relevant part, that:

15 As used in this article:

16 (a) "Wages" includes all amounts for labor performed by employees of every
17 description, whether the amount is fixed or ascertained by the standard of time,
18 task, piece, Commission basis, or other method of calculation.

19 (b) "Labor" includes labor, work, or service whether rendered or performed under
20 contract, subcontract, partnership, station plan, or other agreement if the labor to be
21 paid for is performed personally by the person demanding payment.

22 96. Cal. Lab. Code § 201 provides, in relevant part, "that if an employer discharges an
23 employee, the wages earned and unpaid at the time of discharge are due and payable
24 immediately."

25 97. Cal. Lab. Code § 202 provides, in relevant part, that: "If an employee not having a
26 written contract for a definite period quits his or her employment, his or her wages shall become
27 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
28 previous notice of his or her intention to quit, in which case the employee is entitled to his or her

1 wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits
2 without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
3 requests and designates a mailing address. The date of the mailing shall constitute the date of
4 payment for purposes of the requirement to provide payment within 72 hours of the notice of
5 quitting.”

6 98. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS
7 Members' employment contract. Cal. Lab. Code § 203 provides, in relevant part, that: “If an
8 employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201,
9 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of
10 the employee shall continue as a penalty from the due date thereof at the same rate until paid or
11 until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

12 99. The employment of PLAINTIFF and many CALIFORNIA CLASS Members has
13 terminated and DEFENDANT has not tendered payment of all wages owed as required by law.

14 100. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the
15 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated,
16 PLAINTIFF demands thirty days of pay as penalty for not paying all wages due at time of
17 termination for all employees who terminated employment during the CALIFORNIA CLASS
18 PERIOD and demands an accounting and payment of all wages due, plus interest and statutory
19 costs as allowed by law.

20 **EIGHTH CAUSE OF ACTION**

21 **Failure to Provide Employee Records**

22 **[Cal. Lab. Code § 1198.5]**

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

24 101. PLAINTIFF realleges and incorporate by this reference, as though fully
25 set forth herein, the prior paragraphs of this First Amended Complaint.

26 102. On September 20, 2019, PLAINTIFF's Counsel of record, as Plaintiff legal
27 representative, caused a written request via certified mail to be delivered to DEFENDANT for
28 Plaintiff's personnel and employment records, including but not limited to (1) payroll records,

1 (2) employment contracts; (3) itemized pay stubs, and (4) PLAINTIFF's complete employment
2 file, true and correct copies of which are attached hereto as Exhibit 1.

3 103. DEFENDANT failed to provide and/or make available to PLAINTIFF his
4 personnel records, payroll records, employment contracts, and entire employment files within
5 thirty (30) days of all his requests stated above. In fact, as of the filing of this First Amended
6 Complaint, DEFENDANT still has not provided PLAINTIFF her personnel records, pay stubs,
7 and employment file and DEFENDANT has failed to pay PLAINTIFF the statutory penalty in
8 the amount of \$750.00.

9 104. DEFENDANT has violated Cal. Lab. Code Section 1198.5 by failing to respond
10 and provide PLAINTIFF with her employment file. Section 1198.5 states that employees (and
11 former employees) have the right to inspect personnel records maintained by the employer
12 "related to the employee's performance or to any grievance concerning the employee."
13 Employers must allow inspection or copying within thirty (30) days of the request. PLAINTIFF
14 requested his employment file via certified mail and DEFENDANT failed to respond. As a
15 result, PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance with
16 Cal. Lab Code Section 1198.5, a statutory penalty of \$750, and an award of attorneys' fees and
17 costs for bringing this action.

18 **NINTH CAUSE OF ACTION**

19 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

20 **(CAL. LAB. CODE §§ 2698 ET SEQ.)**

21 **(ALLEGED BY PLAINTIFF AND AGAINST ALL DEFENDANTS)**

22 105. Plaintiff realleges and incorporates by this reference, as though fully set forth
23 herein, the prior paragraphs of this First Amended Complaint.

24 106. PAGA is a mechanism by which the State of California itself can enforce state
25 labor laws through the employee suing under the PAGA who does so as the proxy or agent of
26 the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
27 fundamentally a law enforcement action designed to protect the public and not to benefit private
28 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a

1 means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In
2 enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow
3 aggrieved employees, acting as private attorneys general to recover civil penalties for Labor
4 Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to
5 arbitration.

6 107. Plaintiff, and such persons that may be added from time to time who satisfy the
7 requirements and exhaust the administrative procedures under the Private Attorney General Act,
8 bring this Representative Action on behalf of the State of California with respect to themselves
9 and all individuals who are or previously were employed by DEFENDANT and classified as
10 non-exempt employees in California ("AGGRIEVED EMPLOYEES") during the time period
11 of January 17, 2019 until the present (the "PAGA PERIOD").

12 108. On January 17, 2020, Plaintiff gave written notice by certified mail to the Labor
13 and Workforce Development Agency (the "Agency") and the employer of the specific
14 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See
15 Exhibit #2, attached hereto and incorporated by this reference herein. The statutory waiting
16 period for Plaintiff to add these allegations to the Complaint has expired. As a result, pursuant
17 to Section 2699.3, Plaintiff may now commence a representative civil action under PAGA
18 pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED
19 EMPLOYEES as herein defined.

20 109. The policies, acts and practices heretofore described were and are an unlawful
21 business act or practice because Defendant (a) failed to properly record and pay Plaintiff and the
22 other AGGRIEVED EMPLOYEES for all of the hours they worked, including overtime hours
23 in violation of the Wage Order, (b) failed to provide Plaintiff with compliant meal breaks and
24 rest breaks; (c) failed to provide accurate itemized wage statements, (d) failed to timely pay
25 wages, and (e) misclassified her as an exempt employee, all in violation of the applicable Labor
26 Code sections listed in Labor Code §2699.5, including but not limited to Labor Code §§ 201,
27 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194,
28 1197, 1197.14, 1198, 1199, 2802, and 2804 and the applicable Industrial Wage Order(s), and
thereby gives rise to statutory penalties as a result of such conduct. PLAINTIFF hereby seeks

1 recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004
2 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF
3 and the other AGGRIEVED EMPLOYEES.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
6 severally, as follows:

7 1. On behalf of the CALIFORNIA CLASS:

8 A) That the Court certify the First, Second, Third, Fourth, Fifth, Sixth and Seventh Causes
9 of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code
10 of Civ. Proc. § 382;

11 B) An order temporarily, preliminarily and permanently enjoining and restraining
12 DEFENDANT from engaging in similar unlawful conduct as set forth herein;

13 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully withheld
14 from compensation due to PLAINTIFFS and the other members of the CALIFORNIA
15 CLASS; and,

16 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for
17 restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFFS
18 and to the other members of the CALIFORNIA CLASS.

19 E) Compensatory damages, according to proof at trial, including compensatory damages
20 for minimum and overtime compensation due PLAINTIFFS and the other members of
21 the CALIFORNIA CLASS, during the applicable CALIFORNIA LABOR SUB-
22 CLASS PERIOD plus interest thereon at the statutory rate;

23 F) Meal and rest period compensation pursuant to California Labor Code Section 226.7
24 and the applicable IWC Wage Order;

25 G) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
26 a violation occurs and one hundred dollars (\$100) per each member of the
27 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an
28

1 aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation
2 of Cal. Lab. Code § 226;

3 H) The wages of all terminated employees from the CALIFORNIA CLASS as a penalty
4 from the due date thereof at the same rate until paid or until an action therefore is
5 commenced, in accordance with Cal. Lab. Code § 203.

6 2. On behalf of PLAINTIFF: Statutory damages for DEFENDANTS' violation of Cal.
7 Lab. Code § 1198.5; and

8 3. On behalf of the State of California and with respect to all AGGRIEVED
9 EMPLOYEES:

10 a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
11 General Act of 2004.

12 4. On all claims:

13 A) An award of interest, including prejudgment interest at the legal rate;

14 B) Such other and further relief as the Court deems just and equitable; and,

15 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
16 including, but not limited to, pursuant to Labor Code §218.5, §226, and/or §1194.

17 Dated: August 20, 2020

JCL LAW FIRM, APC

19 
20 _____
21 Jean-Claude Lapuyade
22 Attorney for PLAINTIFF
23
24
25
26
27
28

EXHIBIT 1



3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Tel: 619-599-8292
Fax: 619-599-8291
Toll Free: 1-888-498-6999
www.jcl-lawfirm.com

Jean-Claude Lapuyade, Esq.
jlapuyade@jcl-lawfirm.com

September 20, 2019

AMTCR CALIFORNIA, LLC

Abelardo Martinez III

1201 Third Street

Needles, CA 92363

Certified U.S. Mail with Return Receipt No. 7019 0700 0001 5676 9127

Re: ELAINE MUNOZ

Demand for Employee File Pursuant to Labor Code Sections 226, 432 and 1198.5

To Whom It May Concern:

Please be advised that we have been retained by ELAINE MUNOZ ("Client") to investigate employment law violations. CLIENT worked for your company in California. Please direct all future communications regarding this matter to our office.

This letter is written to request copies of all paystubs issued to Client during her tenure of employment with you. Additionally, we would like a copy of Client's complete employment file, including all documents and arbitration agreements signed by Client and all background check disclosure and authorization forms.

Under California Labor Code Section 1198.5, an employer is required to allow an employee to inspect and receive a copy of his or her personnel records which related to the employee's performance or to any grievance concerning the employee. The failure of an employer to permit an employee to review his or her personnel file is a misdemeanor per Labor Code Section 1199. Labor Code Section 432 also entitles an employee to receive copies of any signed documents related to the obtaining or holding of employment.

Additionally, California Labor Code Section 226(b) requires employers to make payroll records available to employees upon reasonable request. Labor Code Section 226(c) further requires that the employer comply with the request for records as soon as practicable, but no later than twenty-one (21) calendar days from the date of request. Finally, Labor Code Section 226(f) entitles employees to recover civil penalties of \$750 against an employer who violates these requirements.

This request is made on behalf of Client in accordance with California Labor Code §§ 226, and 1198.5, as well as the applicable Industrial Welfare Commission Wage Order, § 7(c).

Please provide the records within thirty (30) days from the date of this correspondence. We would be pleased to pay for any reasonable copy charges upon request.

Very truly yours,
JCL LAW FIRM, APC

A handwritten signature in black ink, appearing to read 'Jean-Claude Lapuyade', written over a horizontal line.

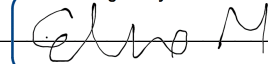
Jean-Claude Lapuyade, Esq.

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

I, ELAINE MUNOZ, ("Client"), do hereby authorize AMTCR CALIFORNIA, LLC ("Employer") to release my entire employment file, including all pay statements, time cards issued to me, arbitration agreements signed by me, background disclosure and authorization forms signed by me, and all other documents signed by me from the date of my hire, to my attorneys at the JCL LAW FIRM, APC located at 3990 Old Town Avenue, Suite C204, San Diego, CA 92110.

Respectfully,

Client

DocuSigned by:

2664FC5EEC5944D...

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature ☒ <i>Jade Lewis</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery Jade Lewis 9-25-19 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No Munoz 9-20-19
1. Article Addressed to: AMTCR California, LLC c/o Abelardo Martinez III 1201 Third Street Needles, CA 92363  9590 9402 4876 9032 4243 04	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
2. Article Number (Transfer from service label) 7019 0700 0001 5676 9127	cted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

EXHIBIT 2



3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Tel: 619-599-8292
Fax: 619-599-8291
Toll Free: 1-888-498-6999
www.jcl-lawfirm.com
Jean-Claude Lapuyade, Esq.
jlapuyade@jcl-lawfirm.com

January 17, 2020

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov
Via Online Submission

AMTCR CALIFORNIA, LLC
Abelardo Martinez III
1201 Third Street
Needles, CA 92363
Certified Mail No. 7019 0700 0001 5676 9974

Re: Notice of Violations of California Labor Code Sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.14, 1198, 1199, 2802, and 2804 Applicable Industrial Welfare Commission Wage Orders, and Pursuant to California Labor Code Section 2699.3.

Dear Sir/ Madam:

This office represents ELAINE MUNOZ (“Client”) and other aggrieved employees in a class action against AMTCR CALIFORNIA, LLC (“Defendant”). This office intends to file the enclosed Class Action Complaint on behalf of Client and other similarly situated employees. The purpose of this correspondence is to provide the Labor and Workforce Development Agency with notice of alleged violations of the California Labor Code and certain facts and theories in support of the alleged violations in accordance with Labor Code section 2699.3.

Client was employed by Defendant in California. Client was paid on an hourly basis and entitled to legally required meal and rest periods. At all times during her employment, Defendants failed to, among other things, provide Client, and all those similarly situated, with all legally mandated off-duty meal and rest periods and overtime compensation at one-and-one-half times the regular rate of pay.

As a consequence, Client contends that Defendant failed to fully compensate them, and other similarly situated and aggrieved employees, for all earned wages and failed to provide accurate wage statements. Accordingly, Client contend that Defendants’ conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558,

1174(d), 1174.5, 1194, 1197, 1197.14, 1198, 1199, 2802, and 2804 and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

A true and correct copy of the proposed Complaint for the class action is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Client, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Clients, and (v) sets forth the illegal practices used by Defendants. Client therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein.

If the agency needs any further information, please do not hesitate to ask. The class action lawsuit consists of a class of other aggrieved employees. As class counsel, our intention is to vigorously prosecute the class wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Clients and all aggrieved California employees and Class Members

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

Sincerely,
JCL LAW FIRM, APC

A handwritten signature in black ink, appearing to read 'JC Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

Enclosure (1)

JCL LAW FIRM

Jean-Claude Lapuyade, Esq.
3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
Website: www.jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
3990 Old Town Ave., Suite C204
San Diego, CA 92110
Telephone: (619)255-9047
Facsimile: (858) 404-9203
Website: www.zakaylaw.com

ATTORNEYS FOR PLAINTIFF ELAINE MUNOZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

ELAINE MUNOZ, individually and on behalf
of all persons similarly situated

PLAINTIFFS,

vs.

AMTCR CALIFORNIA, LLC, a California
limited liability company, and Does 1 through
50, Inclusive,

DEFENDANTS.

Case No.: _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE § 17200, et seq.;
2. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
3. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
4. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1182.12, 1194, 1197 & 1197.1;
5. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, et seq.;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226; and,
7. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.
8. FAILURE TO PROVIDE PERSONNEL FILES IN VIOLATION OF CAL. LABOR CODE § 1198.5.

[JURY TRIAL DEMANDED]

1 Plaintiff ELAINE MUNOZ (“PLAINTIFF”), individually and on behalf of all those
2 similarly situated, allege on information and belief, except for their own acts and knowledge, the
3 following:

4 **THE PARTIES**

5 1. Defendant AMTCR CALIFORNIA, LLC (“DEFENDANT”) is a California
6 limited liability company that at all relevant times relevant mentioned owned and operated
7 numerous McDonald’s® franchise restaurants, employing at least twenty-six (26) employees,
8 throughout Southern California, including in City of Needles, County of San Bernardino.

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

18 3. The agents, servants and/or employees of the DEFENDANTS and each of them
19 acting on behalf of the DEFENDANT acted within the course and scope of his, her or its authority
20 as the agent, servant and/or employee of the DEFENDANT, and personally participated in the
21 conduct alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein.
22 Consequently, the acts of each of the DEFENDANTS are legally attributable to the other and all
23 DEFENDANTS are jointly and severally liable to PLAINTIFF and those similarly situated, for
24 the loss sustained as a proximate result of the conduct of the DEFENDANTS’ agents, servants
25 and/or employees.

26 4. Plaintiff ELAINE MUNOZ (“PLAINTIFF” or “MUNOZ”) worked for
27 DEFENDANTS from approximately February 2018 through August 2019. Between February
28

1 2018 and approximately March 2019, MUNOZ worked as a crew member, shift manager and
2 other non-exempt positions, paid on an hourly basis entitled to legally mandated meal and rest
3 periods, minimum wages and overtime compensation. Between approximately Mach 2019 and
4 August 2019, MUNOZ worked as General Manager and was misclassified as an exempt
5 employee.

6 **JURISDICTION AND VENUE**

7 5. The Superior Court of the State of California has jurisdiction in this matter because
8 DEFENDANT, a California limited liability company, and DOES 1 through 50 inclusive
9 (hereinafter "DEFENDANT" or "DEFENDANTS"), are qualified to do business in California and
10 regularly conduct business in California. Further, no federal question is at issue because the claims
11 are based solely on California law.

12 6. Venue is proper in this judicial district and the County of San Bernardino,
13 California because DEFENDANTS maintains offices and facilities and transact business in the
14 County of San Bernardino, and because DEFENDANTS' illegal payroll policies and practices
15 which are the subject of this action were applied, at least in part, to residents of the County of San
16 Bernardino.

17 7. PLAINTIFF bring this class action under California Code of Civil Procedure § 382
18 on behalf of two classes of employees that worked for DEFENDANTS in California at any time
19 beginning four (4) years prior to the filing of this Complaint and ending on the date as determined
20 by the Court ("CLASS PERIOD"). The members of the classes are so numerous that joinder of
21 all class members is impractical. PLAINTIFF reserves the right to amend the following class
22 definitions before the Court determines whether class certification is appropriate, or thereafter
23 upon leave of Court:

- 24 a. **Non-Exempt Class**: All of DEFENDANTS' current and former non-
25 exempt employees, paid in whole or in part on an hourly basis,
26 employed in California during the CLASS PERIOD ("Non-Exempt
27 Class").
28

- b. **Misclassification Class**: All of DEFENDANTS' current and former exempt employees in California with the job title of General Manager during the CLASS PERIOD ("Misclassification Class")
- c. The Non-Exempt Class and the Misclassification Class are collectively referred to herein as the "CALIFORNIA CLASS".

THE CONDUCT

A. Misclassification

9. To qualify as an exempt employee, California requires that an employee must be "primarily engaged in the duties that meet the test of the exemption" and "earns a monthly salary equivalent to no less than two times the state minimum wage for full-time employment." *Labor Code* § 515. This forms the two-part test the employers must establish to properly exempt its employees from overtime laws: (1) the salary basis test and (2) the duties test.

10. For example, on January 1, 2019, the minimum wage in the State of California increased to \$12.00 per hour for employers, like DEFENDANTS, of at least 26 employees. Thus, based on a forty (40) hour workweek, the minimum salary for California exempt employees employed by employers with at least twenty-six (26) employees in 2019, is \$49,920.

11. From March 2019 to August 2019, DEFENDANTS employed PLAINTIFF in the position of General Manager. Defendant improperly classified the General Manager position as exempt from overtime laws and other laws governing the employment of non-exempt employees.

12. At all times during the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and the other members of the Misclassification Class, with an annual salary of at least two times the state minimum wage for full time employment by employers with at least twenty-six employees. For instance, as a General Manager in 2019, PLAINTIFF earned an annual salary of \$32,000 well below the \$49,920 salary threshold to meet the test of exemption.

13. At all times during the CLASS PERIOD, as General Managers, PLAINTIFF and the other members of the Misclassification Class primarily performed non-exempt job duties and were not primarily engaged in duties that meet the test of the exemption, but were nevertheless classified by DEFENDANTS as exempt. PLAINTIFF and the other members of the

1 Misclassification Class engaged in a finite set of tasks and had no power to exercise any
2 independent judgment and/or discretion. More specifically, DEFENDANTS' policy, practice and
3 procedure restrained PLAINTIFF and the other members of the Misclassification Class from
4 evaluating possible courses of action and implementing decisions based on their independent
5 judgment and discretion. In other words, in exercising their duties as General Managers,
6 PLAINTIFF and the other members of the Misclassification Class lacked any power to make any
7 independent choice free from immediate supervision and with respect to matters of significance.
8 As General Managers, PLAINTIFF and other members of the Misclassification Class did not
9 exercise the requisite discretion or independent judgment in the training or supervision of
10 employees based on the constraints, direction and control imposed by DEFENDANTS.

11 14. At all times during the CLASS PERIOD, as General Managers, PLAINTIFF and
12 the members of the Misclassification Class did not did not have the authority to hire, fire, or
13 promote employees, determine their pay rates or benefits, or give raises, or otherwise make
14 employment-related, personnel decisions. Consequently, as General Managers, PLAINTIFF and
15 the other members of the Misclassification Class did not have the authority to decide whether or
16 not an employee should be disciplined for an infraction. Disciplinary decisions were made by
17 other departments, or dictated by company policies. Overall, as General Managers,
18 recommendations made by PLAINTIFF and the other members of the Misclassification Class
19 were given no weight on all the above issues. As a result, as General Managers, PLAINTIFF and
20 the other members of the Misclassification Class were engaged in a type of work that required no
21 exercise of independent judgment or discretion as to any matter of significance. Moreover, as
22 General Managers, PLAINTIFF and the other members of the Misclassification class were
23 engaged in a type of work unrelated to management policies.

24 15. Further, the work schedule for General Managers, like PLAINTIFF and the other
25 members of the Misclassification Class, were set by DEFENDANTS. Typically, General
26 Managers, like PLAINTIFF and the other members of the Misclassification Class, regularly
27 worked in excess of eight (8) hours in a workday and more than forty (40) hours in a workweek.
28 Nevertheless, DEFENDANTS never provided its General Managers, including PLAINTIFF and

1 the other members of the Misclassification Class, with overtime compensation and other benefits
2 for the overtime hours worked as required by law due to DEFENDANTS' improper treatment of
3 its General Managers as "exempt."

4 16. As a matter of company policy, practice, and procedure, DEFENDANTS have
5 unlawfully, unfairly and/or deceptively treated its General Managers including PLAINTIFF and
6 the other members of the Misclassification Class as exempt employees, failed to pay the required
7 overtime compensation and otherwise failed to comply with all applicable labor laws with respect
8 to PLAINTIFF and the other members of the Misclassification Class.

9 17. By reason of this uniform exemption practice, policy and procedure applicable to
10 the PLAINTIFF, DEFENDANTS committed acts of unfair competition in violation of the
11 California Unfair Competition law, Cal. Bus. & Prof. Code § 17200 (the "UCL"), by engaging in
12 a company-wide policy, practice and procedure which failed to properly classify the PLAINTIFF
13 and the other members of the Misclassification Class and thereby failed to pay them overtime
14 wages for documented overtime hours worked.

15 18. The proper classification of the PLAINTIFF and the other members of the
16 Misclassification Class is DEFENDANTS' burden. DEFENDANTS had no business policy,
17 practice, or procedure to ensure that the PLAINTIFF and the other members of the
18 Misclassification Class were properly classified as exempt, and in fact, as a matter of corporate
19 policy erroneously and unilaterally classified misclassified the General Managers as exempt
20 based on job title alone. As a result of DEFENDANTS' intentional disregard of the obligation to
21 meet this burden, DEFENDANTS failed to pay all required overtime compensation for work
22 performed by the PLAINTIFF and the other members of the Misclassification Class and violated
23 the California Labor Code and regulations promulgated thereunder as herein alleged.

24 19. Additionally, DEFENDANTS failed to provide all the legally required off-duty
25 meal and rest breaks to their General Managers, including PLAINTIFF and the other members of
26 the Misclassification Class, as required by the applicable Wage Order and Labor Code. As a result
27 of its willful misclassification, DEFENDANTS did not have a practice of providing meal and rest
28 breaks to the PLAINTIFF and the other members of the Misclassification Class.

DEFENDANTS' failure to provide the PLAINTIFF with legally required meal and rest breaks is evidenced by DEFENDANTS' business records which contain no record of these breaks.

B. Missed Meal and Rest Period Violation

20. As a result of their rigorous work schedules and inadequate staffing, during the CLASS PERIOD, PLAINTIFFS and the other members of the Non-Exempt Class were, from time-to-time, unable to take off duty meal breaks and/or were not fully relieved of duty for meal periods. PLAINTIFFS and the other members of the Non-Exempt Class were, from time-to-time, required to perform work while as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break or a premium hour of compensation *in lieu* thereof. Further, for the same reasons, DEFENDANTS, from time-to-time, failed to provide PLAINTIFFS and the other members of the Non-Exempt Class with a second off-duty meal period, or a premium hour of compensation *in lieu* thereof, during work shifts in which these employees were required by DEFENDANTS to work ten (10) hours of work. PLAINTIFF and the other members of the Non-Exempt Class therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

21. Also, as a result of their rigorous work schedule and inadequate staffing, during the CLASS PERIOD, PLAINTIFFS and the other members of the Non-Exempt Class were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, for the same reasons, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFFS and the other members of the Non-Exempt Class were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and the other members of the Non-Exempt Class were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

1 **C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

2 22. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
3 continue to fail to accurately pay PLAINTIFFS and the other members of the Non-Exempt Class
4 for all hours worked. Specifically, DEFENDANT from time-to-time required PLAINTIFF and
5 the other members of the Non-Exempt Class to perform work while off-the clock during meal
6 periods. Notwithstanding, from time to time DEFENDANTS failed to pay PLAINTIFFS and
7 other members of the Non-Exempt Class necessary wages for attending for performing work at
8 DEFENDANT'S direction, request and benefit, while off-the clock during meal periods.

9 23. DEFENDANTS directed and directly benefited from the uncompensated off-the-
10 clock work performed by PLAINTIFF and the other members of the Non-Exempt Class.

11 24. DEFENDANTS controlled the work schedules, duties, protocols, applications,
12 assignments and employment conditions of PLAINTIFFS and the other members of the on-
13 Exempt Class.

14 25. DEFENDANTS were able to track the amount of time PLAINTIFFS and the
15 other members of the Non-Exempt Class spent working; however, DEFENDANTS failed to
16 document, track, or pay PLAINTIFFS and the other members of the Non-Exempt Class all
17 wages earned and owed for all the work they performed, including off-the-clock work.

18 26. PLAINTIFFS and the other members of the Non-Exempt Class were non-exempt
19 employees, subject to the requirements of the California Labor Code.

20 27. DEFENDANTS' policies and practices deprived PLAINTIFFS and the other
21 members of the Non-Exempt Class of all minimum, regular and overtime wages owed for the
22 off-the-clock work activities and their required meal periods. Because PLAINTIFFS and the
23 other members of the Non-Exempt Class typically worked over 40 hours in a workweek, and
24 more than eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of
25 overtime pay.

26 28. DEFENDANTS knew or should have known that PLAINTIFFS and the other
27 members of the Non-Exempt Class off-the-clock work was compensable under the law.
28

1 29. As a result, PLAINTIFFS and the other members of the Non-Exempt Class
2 forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit
3 for the time spent attending required meetings and sales trainings. DEFENDANTS' uniform
4 policy and practice to not pay PLAINTIFFS and the members of the Non-Exempt Class wages
5 for all hours worked in accordance with applicable law is evidenced by DEFENDANTS'
6 business records.

7 **D. Wage Statement Violation**

8 30. From time-to-time during the CLASS PERIOD, during pay periods where
9 PLAINTIFF and the other members of the Non-Exempt Class worked off-the-clock and were not
10 compensated, DEFENDANTS failed to provide PLAINTIFF and the other members of the Non-
11 Exempt Class with complete and accurate wage statements which failed to show, among other
12 things, all applicable hourly rates in effect during the pay period and the corresponding number
13 of hours worked at each applicable hourly, gross and net wages earned, and the correct penalty
14 payments for missed meal and rest periods. Cal. Lab. Code § 226 provides that every employer
15 shall furnish each of his or her employees with an accurate itemized wage statement in writing
16 showing, among other things, gross wages earned and all applicable hourly rates in effect during
17 the pay period and the corresponding amount of time worked at each hourly rate. Aside, from the
18 violations listed above in this paragraph, DEFENDANTS failed to issue to PLAINTIFF and the
19 other members of the Non-Exempt Class accurate itemized wage statements list that lists all the
20 requirements under California Labor Code 226 *et seq.* As a result, from time-to-time during the
21 CLASS PERIOD, DEFENDANTS provided PLAINTIFFS and the other members of the Non-
22 Exempt Class with wage statements which violated Cal. Lab. Code § 226.

23 31. By reason of the aforementioned uniform conduct applicable to PLAINTIFF and
24 the other members of the Non-Exempt Class, DEFENDANTS committed acts of unfair
25 competition in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§
26 17200, *et seq.* (the "UCL"), by engaging in the conduct described herein, including but not limited
27 to, failing to compensate PLAINTIFF and the other members of the Non-Exempt Class for all
28 hours worked, failing to provide legally compliant meal and rest periods, and issuing inaccurate

1 wage statements. The proper compensation of these employees is the DEFENDANTS' burden.
2 As a result of DEFENDANTS' intentional disregard of the obligation to meet this burden,
3 DEFENDANTS failed to properly calculate and/or pay all required overtime compensation for
4 work performed by the CLASS MEMBERS and violated the California Labor Code and
5 regulations promulgated thereunder as herein alleged.

6 **E. Personnel File**

7 32. DEFENDANTS also violated Cal. Lab. Code Section 1198.5 by failing to respond
8 and provide PLAINTIFF with her employment file. Section 1198.5 states that employees (and
9 former employees) have the right to inspect personnel records maintained by the employer
10 "related to the employee's performance or to any grievance concerning the employee." Employers
11 must allow inspection or copying within thirty (30) days of the request. PLAINTIFF requested
12 his employment file via certified mail multiple times and DEFENDANT failed to respond each
13 time. As a result, PLAINTIFF is now entitled to a statutory penalty of \$750 and an award of
14 attorneys' fees and costs for bringing this action.

15 33. To date, DEFENDANTS has not fully paid PLAINTIFFS and the other CLASS
16 MEMBERS the overtime compensation still owed to them. The amount in controversy for
17 PLAINTIFFS individually does not exceed the sum or value of \$75,000.

18 34. This action is appropriately suited for a Class Action because:

- 19 a. The potential class is a significant number. Joinder of all current and former
20 employees individually would be impractical.
- 21 b. This action involves common questions of law and fact to the potential
22 Misclassification Class as well as the proposed Non-Exempt Class because the
23 action focuses on DEFENDANTS' systematic course of classification and illegal
24 payroll practices and policies, which was applied to all of the members of the
25 Misclassification Class and Non-Exempt Class in violation of the Labor Code, the
26 applicable IWC wage order, and the Business and Professions Code which prohibits
27 unfair business practices arising from such violations.

- 1 c. The claims of the PLAINTIFF are typical of the class because DEFENDANTS
2 subjected all misclassified employees and all non-exempt employee to identical
3 violations of the Labor Code, the applicable IWC wage order, and the Business and
4 Professions Code.
- 5 d. PLAINTIFF is able to fairly and adequately protect the interest of all members of
6 the class because it is in their best interest to prosecute the claims alleged herein to
7 obtain full compensation due to them for all services rendered and hours worked.

8 **JURISDICTION AND VENUE**

9 35. This Court has jurisdiction over this Action pursuant to California Code of Civil
10 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
11 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
12 DEFENDANTS pursuant to Cal. Code of Civ. Proc. § 382.

13 36. Venue is proper in this Court pursuant to California Code of Civil Procedure,
14 Sections 395 and 395.5, because DEFENDANT (i) currently maintains and at all relevant times,
15 maintained offices and facilities in this County and/or conducts substantial business in this
16 County, and (ii) committed the wrongful conduct herein alleged in this County against members
17 of the CALIFORNIA CLASS and CALIFORNIA LABOR SUB-CLASS.

18 **FIRST CAUSE OF ACTION**

19 **For Unlawful Business Practices**

20 **[Cal. Bus. And Prof. Code §§ 17200, et seq.]**

21 (By PLAINTIFF, the Misclassification Class and the Non-Exempt Class CALIFORNIA and
22 Against All Defendants)

23 37. PLAINTIFF, and the other members of the Misclassification Class and the Non-
24 Exempt Class (hereinafter collectively “CALIFORNIA CLASS”), reallege and incorporate by
25 this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

26 38. DEFENDANTS are a “person” as that term is defined under Cal. Bus. and Prof.
27 Code § 17021.
28

1 39. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
2 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
3 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
4 as follows:

5 Any person who engages, has engaged, or proposes to engage in
6 unfair competition may be enjoined in any court of competent
7 jurisdiction. The court may make such orders or judgments,
8 including the appointment of a receiver, as may be necessary to
9 prevent the use or employment by any person of any practice which
10 constitutes unfair competition, as defined in this chapter, or as may
11 be necessary to restore to any person in interest any money or
12 property, real or personal, which may have been acquired by means
13 of such unfair competition. Cal. Bus. & Prof. Code § 17203.

14 40. By the conduct alleged herein, DEFENDANTS have engaged and continues to
15 engage in a business practice which violates California law, including but not limited to, the
16 applicable Industrial Wage Order(s), the California Code of Regulations and the California Labor
17 Code including Sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 515, 558, 1194, 1197,
18 1197.1, 1198, and 1198.5 for which this Court should issue declaratory and other equitable relief
19 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the
20 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

21 41. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair
22 in that these practices violate public policy, were immoral, unethical, oppressive, unscrupulous
23 or substantially injurious to employees, and were without valid justification or utility for which
24 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
25 Business & Professions Code, including restitution of wages wrongfully withheld.

26 42. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and
27 fraudulent in that DEFENDANTS’ uniform policy and practice failed to pay PLAINTIFF, and
28 other members of the CALIFORNIA CLASS, all wages due to them for all hours worked, and

1 premiums for their missed meal and rest periods, pursuant to the applicable Cal. Lab. Code, and
2 Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*,
3 and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof.
4 Code § 17203, including restitution of wages wrongfully withheld.

5 43. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
6 unfair and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
7 other members of the CALIFORNIA CLASS to be underpaid during their employment with
8 DEFENDANTS.

9 44. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
10 unfair and deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to
11 provide legally required uninterrupted duty-free meal breaks to PLAINTIFF and the other
12 members of the CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

13 45. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
14 CALIFORNIA CLASS member, all unpaid wages resulting from working off-the-clock, all
15 unpaid wages from resulting from misclassification, one (1) hour of pay at the regular rate of
16 compensation for each workday in which an off-duty meal period was not timely provided for
17 each five (5) hours of work, and/or one (1) hour of pay for each workday in which a second off-
18 duty meal period was not timely provided for each ten (10) hours of work.

19 46. PLAINTIFF further demands on behalf of themselves and on behalf of each
20 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
21 not timely provided and/or paid as required by law.

22 47. By and through the unlawful and unfair business practices described herein,
23 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
24 other members of the CALIFORNIA CLASS, including earned wages for time worked, including
25 overtime worked, and has deprived them of valuable rights and benefits guaranteed by law and
26 contract, all to the detriment of these employees and to the benefit of DEFENDANTS so as to
27 allow DEFENDANTS to unfairly compete against competitors who comply with the law.
28

1 48. All the acts described herein as violations of, among other things, the Industrial
2 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
3 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and
4 unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business
5 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

6 49. PLAINTIFF and the other members of the CALIFORNIA CLASS were further
7 entitled to, and do, seek a declaration that the described business practices were unlawful, unfair
8 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
9 engaging in any unlawful and unfair business practices in the future.

10 50. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
11 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
12 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As
13 a result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
14 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
15 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
16 unlawful and unfair business practices.

17 **SECOND CAUSE OF ACTION**

18 **For Failure to Provide Required Meal Periods**

19 **[Cal. Lab. Code §§ 226.7 & 512]**

20 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

21 51. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
22 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
23 Complaint.

24 52. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
25 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as
26 required by the applicable Wage Order and Labor Code. The nature of the work performed by
27 PLAINTIFF and the CALIFORNIA CLASS members did not prevent these employees from
28 being relieved of all of their duties for the legally required off-duty meal periods. As a result of

1 their rigorous work schedules and understaffing in the case of the Non-Exempt Class Members,
2 and as a result of misclassification in the case the Misclassification Class, PLAINTIFF and other
3 CALIFORNIA CLASS members were often not fully relieved of duty by DEFENDANTS during
4 their meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFFS and the
5 CALIFORNIA CLASS members with legally required meal breaks prior to their fifth (5th) hour
6 of work is evidenced by DEFENDANTS' business records. As a result, PLAINTIFF and other
7 members of the CALIFORNIA CLASS therefore forfeited meal breaks without additional
8 compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

9 53. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable
10 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members
11 who were not provided a meal period, in accordance with the applicable Wage Order, one
12 additional hour of compensation at each employee's regular rate of pay for each workday that a
13 meal period was not provided.

14 54. As a proximate result of the aforementioned violations, PLAINTIFF and
15 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
16 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

17 **THIRD CAUSE OF ACTION**

18 **For Failure to Provide Required Rest Periods**

19 **[Cal. Lab. Code §§ 226.7 & 512]**

20 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

21 55. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
22 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
23 Complaint.

24 56. PLAINTIFFS and other CALIFORNIA CLASS members were required to work in
25 excess of four (4) hours without being provided ten (10) minute rest periods. Further, these
26 employees were denied their first rest periods of at least ten (10) minutes for some shifts worked
27 of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for
28 some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period

of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and understaffing with respect to the Non-Exempt Class members and, and as a result of their misclassification for the Misclassification Class, PLAINTIFF and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

57. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

58. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FOURTH CAUSE OF ACTION

For Failure to Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)

59. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

60. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to pay PLAINTIFF and the members of the CALIFORNIA CLASS for all hours worked and, as a result, not paying minimum wages for all hours worked by PLAINTIFFS and CALIFORNIA CLASS Members.

61. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

1 62. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
2 commission is the minimum wage to be paid to employees, and the payment of a less wage than
3 the minimum so fixed is unlawful.

4 63. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
5 including minimum wage compensation and interest thereon, together with the costs of suit.

6 64. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and
7 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
8 they work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully
9 and intentionally deny timely payment of wages due to PLAINTIFF and the other members of
10 the CALIFORNIA CLASS.

11 65. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
12 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
13 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFF
14 and the other members of the CALIFORNIA CLASS in regards to minimum wage pay.

15 66. In committing these violations of the California Labor Code, DEFENDANTS
16 inaccurately calculated the correct time worked and consequently underpaid the actual time
17 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS
18 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
19 of the California Labor Code, the Industrial Welfare Commission requirements and other
20 applicable laws and regulations.

21 67. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
22 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
23 minimum wage compensation for their time worked for DEFENDANTS.

24 68. During the CLASS PERIOD, PLAINTIFF and the other members of the
25 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
26 failure to pay all earned wages.

27 69. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
28 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true

1 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
2 suffered and will continue to suffer an economic injury in amounts which are presently unknown
3 to them and which will be ascertained according to proof at trial.

4 70. DEFENDANTS knew or should have known that PLAINTIFF and the other
5 members of the CALIFORNIA CLASS were under compensated for their time worked.
6 DEFENDANTS systematically elected, either through intentional malfeasance or gross
7 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
8 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
9 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
10 for their time worked.

11 71. In performing the acts and practices herein alleged in violation of California labor
12 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
13 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
14 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
15 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
16 consequences to them, and with the despicable intent of depriving them of their property and legal
17 rights, and otherwise causing them injury in order to increase company profits at the expense of
18 these employees.

19 72. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
20 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
21 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
22 California Labor Code and/or other applicable statutes. To the extent minimum wage
23 compensation is determined to be owed to the CALIFORNIA CLASS members who have
24 terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or
25 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
26 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
27 members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good
28

1 faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and
2 recover statutory costs.

3 **FIFTH CAUSE OF ACTION**

4 **For Failure to Pay Overtime Compensation**

5 **[Cal. Lab. Code §§ 510, *et seq.*]**

6 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
7 **Defendants)**

8 73. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
9 incorporate by this reference, as though full set forth herein, the prior paragraphs of this
10 Complaint.

11 74. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
12 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
13 Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees
14 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
15 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

16 75. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
17 policy, an employer must timely pay its employees for all hours worked.

18 76. Cal. Lab. Code § 510 further provides that employees in California shall not be
19 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
20 unless they receive additional compensation beyond their regular wages in amounts specified by
21 law.

22 77. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
23 including minimum wage and overtime compensation and interest thereon, together with the costs
24 of suit.

25 78. Cal. Lab. Code § 1198 further states that the employment of an employee for longer
26 hours than those fixed by the Industrial Welfare Commission is unlawful.

1 79. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
2 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
3 they worked, including overtime work.

4 80. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
5 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
6 implementing a uniform policy and practice that failed to accurately record overtime worked by
7 PLAINTIFF and other CALIFORNIA CLASS members and denied accurate compensation to
8 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
9 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
10 (12) hours in a workday, and/or forty (40) hours in any workweek.

11 81. In committing these violations of the California Labor Code, DEFENDANTS
12 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
13 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANTS acted in an illegal
14 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
15 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
16 regulations.

17 82. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
18 the PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full
19 compensation for overtime worked.

20 83. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
21 from the overtime requirements of the law. None of these exemptions are applicable to the
22 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
23 other members of the CALIFORNIA CLASS were not subject to a valid collective bargaining
24 agreement that would preclude the causes of action contained herein this Complaint. Rather,
25 PLAINTIFF brings this action on behalf of herself and the CALIFORNIA CLASS based on
26 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
27 California.
28

1 84. During the CLASS PERIOD, PLAINTIFF and the other members of the
2 CALIFORNIA CLASS have been paid less for overtime worked that they are entitled to,
3 constituting a failure to pay all earned wages.

4 85. DEFENDANTS failed to accurately pay the PLAINTIFFS and the other members
5 of the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of
6 the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even
7 though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work,
8 and did in fact work, overtime as to which DEFENDANTS failed to accurately record and pay as
9 evidenced by DEFENDANTS' business records and witnessed by employees.

10 86. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
11 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
12 amount of time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS
13 have suffered and will continue to suffer an economic injury in amounts which are presently
14 unknown to them and which will be ascertained according to proof at trial.

15 87. DEFENDANTS knew or should have known that PLAINTIFF and the other
16 members of the CALIFORNIA CLASS were under compensated for all overtime worked.
17 DEFENDANT systematically elected, either through intentional malfeasance or gross
18 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
19 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
20 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

21 88. In performing the acts and practices herein alleged in violation of California labor
22 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all overtime
23 worked and provide them with the requisite overtime compensation, DEFENDANTS acted and
24 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
25 members of the CALIFORNIA CLASS with a conscious of and utter disregard for their legal
26 rights, or the consequences to them, and with the despicable intent of depriving them of their
27 property and legal rights, and otherwise causing them injury in order to increase company profits
28 at the expense of these employees.

89. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore request recovery of all overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum and/or overtime compensation is determined to be owed to the CALIFORNIA CLASS members who have terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory costs.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)

90. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

91. Cal. Labor Code § 226 provides that an employer must furnish employees with an “accurate itemized” statement in writing showing:

1. gross wages earned,
2. total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
3. the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,

4. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
5. net wages earned,
6. the inclusive dates of the period for which the employee is paid,
7. the name of the employee and her or her social security number, except that by January 1, 2008, only the last four digits of her or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,
8. the name and address of the legal entity that is the employer, and
9. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

92. When PLAINTIFF and the other CALIFORNIA CLASS members were not compensated for all wages due to them for their off-the-clock work, and for their missed meal and rest breaks, and for overtime, DEFENDANTS also failed to provide PLAINTIFF and the other members of the CALIFORNIA CLASS with complete and accurate wage statements. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. As a result, DEFENDANTS provided PLAINTIFF and the other members of the CALIFORNIA CLASS with wage statements which violate Cal. Lab. Code § 226. Aside, from the violations listed above in this paragraph, DEFENDANTS failed to issue to PLAINTIFF an itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*

93. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct rates for the overtime hours worked and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore,

1 PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated
2 damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and
3 one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab.
4 Code § 226, in an amount according to proof at the time of trial (but in no event more than four
5 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA
6 CLASS.

7 **SEVENTH CAUSE OF ACTION**

8 **For Failure to Pay Wages When Due**

9 **[Cal. Lab. Code §§ 201, 202, 203]**

10 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

11 94. PLAINTIFF and the members of the CALIFORNIA CLASS reallege and
12 incorporate by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

13 95. Cal. Lab. Code § 200 provides, in relevant part, that:

14 As used in this article:

15 (a) "Wages" includes all amounts for labor performed by employees of every
16 description, whether the amount is fixed or ascertained by the standard of time,
17 task, piece, Commission basis, or other method of calculation.

18 (b) "Labor" includes labor, work, or service whether rendered or performed under
19 contract, subcontract, partnership, station plan, or other agreement if the labor to be
20 paid for is performed personally by the person demanding payment.

21 96. Cal. Lab. Code § 201 provides, in relevant part, "that if an employer discharges an
22 employee, the wages earned and unpaid at the time of discharge are due and payable
23 immediately."

24 97. Cal. Lab. Code § 202 provides, in relevant part, that: "If an employee not having a
25 written contract for a definite period quits his or her employment, his or her wages shall become
26 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
27 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
28 wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits

1 without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
2 requests and designates a mailing address. The date of the mailing shall constitute the date of
3 payment for purposes of the requirement to provide payment within 72 hours of the notice of
4 quitting.”

5 98. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS
6 Members' employment contract. Cal. Lab. Code § 203 provides, in relevant part, that: “If an
7 employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201,
8 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of
9 the employee shall continue as a penalty from the due date thereof at the same rate until paid or
10 until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

11 99. The employment of PLAINTIFF and many CALIFORNIA CLASS Members has
12 terminated and DEFENDANT has not tendered payment of all wages owed as required by law.

13 100. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the
14 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated,
15 PLAINTIFF demands thirty days of pay as penalty for not paying all wages due at time of
16 termination for all employees who terminated employment during the CALIFORNIA CLASS
17 PERIOD and demands an accounting and payment of all wages due, plus interest and statutory
18 costs as allowed by law.

19 **EIGHTH CAUSE OF ACTION**

20 **Failure to Provide Employee Records**

21 **[Cal. Lab. Code § 1198.5]**

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

23 101. PLAINTIFF realleges and incorporate by this reference, as though fully
24 set forth herein, the prior paragraphs of this Complaint.

25 102. On September 20, 2019, PLAINTIFF's Counsel of record, as Plaintiff legal
26 representative, caused a written request via certified mail to be delivered to DEFENDANT for
27 Plaintiff's personnel and employment records, including but not limited to (1) payroll records,
28

1 (2) employment contracts; (3) itemized pay stubs, and (4) PLAINTIFF's complete employment
2 file, true and correct copies of which are attached hereto as Exhibit 1.

3 103. DEFENDANT failed to provide and/or make available to PLAINTIFF his
4 personnel records, payroll records, employment contracts, and entire employment files within
5 thirty (30) days of all his requests stated above. In fact, as of the filing of this Complaint,
6 DEFENDANT still has not provided PLAINTIFF her personnel records, pay stubs, and
7 employment file and DEFENDANT has failed to pay PLAINTIFF the statutory penalty in the
8 amount of \$750.00.

9 104. DEFENDANT has violated Cal. Lab. Code Section 1198.5 by failing to respond
10 and provide PLAINTIFF with her employment file. Section 1198.5 states that employees (and
11 former employees) have the right to inspect personnel records maintained by the employer
12 "related to the employee's performance or to any grievance concerning the employee."
13 Employers must allow inspection or copying within thirty (30) days of the request. PLAINTIFF
14 requested his employment file via certified mail and DEFENDANT failed to respond. As a
15 result, PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance with
16 Cal. Lab Code Section 1198.5, a statutory penalty of \$750, and an award of attorneys' fees and
17 costs for bringing this action.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
20 severally, as follows:

21 On behalf of the CALIFORNIA CLASS:

22 A) That the Court certify the First, Second, Third, Fourth, Fifth, Sixth and Seventh Causes
23 of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code
24 of Civ. Proc. § 382;

25 B) An order temporarily, preliminarily and permanently enjoining and restraining
26 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
27
28

- 1 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully withheld
2 from compensation due to PLAINTIFFS and the other members of the CALIFORNIA
3 CLASS; and,
- 4 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for
5 restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFFS
6 and to the other members of the CALIFORNIA CLASS.
- 7 E) Compensatory damages, according to proof at trial, including compensatory damages
8 for minimum and overtime compensation due PLAINTIFFS and the other members of
9 the CALIFORNIA CLASS, during the applicable CALIFORNIA LABOR SUB-
10 CLASS PERIOD plus interest thereon at the statutory rate;
- 11 F) Meal and rest period compensation pursuant to California Labor Code Section 226.7
12 and the applicable IWC Wage Order;
- 13 G) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
14 a violation occurs and one hundred dollars (\$100) per each member of the
15 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an
16 aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation
17 of Cal. Lab. Code § 226;
- 18 H) The wages of all terminated employees from the CALIFORNIA CLASS as a penalty
19 from the due date thereof at the same rate until paid or until an action therefore is
20 commenced, in accordance with Cal. Lab. Code § 203.

21 On behalf of PLAINTIFF: Statutory damages for DEFENDANTS' violation of Cal. Lab. Code §
22 1198.5; and

23
24
25
26
27
28 ///

1 On all claims:

2 A) An award of interest, including prejudgment interest at the legal rate;

3 B) Such other and further relief as the Court deems just and equitable; and,

4 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
5 including, but not limited to, pursuant to Labor Code §218.5, §226, and/or §1194.

6 Dated: January 17, 2020

JCL LAW FIRM, APC

8 
9 Jean-Claude Lapuyade
10 Attorney for PLAINTIFF
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1



3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Tel: 619-599-8292
Fax: 619-599-8291
Toll Free: 1-888-498-6999
www.jcl-lawfirm.com

Jean-Claude Lapuyade, Esq.
jlapuyade@jcl-lawfirm.com

September 20, 2019

AMTCR CALIFORNIA, LLC

Abelardo Martinez III

1201 Third Street

Needles, CA 92363

Certified U.S. Mail with Return Receipt No. 7019 0700 0001 5676 9127

Re: ELAINE MUNOZ

Demand for Employee File Pursuant to Labor Code Sections 226, 432 and 1198.5

To Whom It May Concern:

Please be advised that we have been retained by ELAINE MUNOZ ("Client") to investigate employment law violations. CLIENT worked for your company in California. Please direct all future communications regarding this matter to our office.

This letter is written to request copies of all paystubs issued to Client during her tenure of employment with you. Additionally, we would like a copy of Client's complete employment file, including all documents and arbitration agreements signed by Client and all background check disclosure and authorization forms.

Under California Labor Code Section 1198.5, an employer is required to allow an employee to inspect and receive a copy of his or her personnel records which related to the employee's performance or to any grievance concerning the employee. The failure of an employer to permit an employee to review his or her personnel file is a misdemeanor per Labor Code Section 1199. Labor Code Section 432 also entitles an employee to receive copies of any signed documents related to the obtaining or holding of employment.

Additionally, California Labor Code Section 226(b) requires employers to make payroll records available to employees upon reasonable request. Labor Code Section 226(c) further requires that the employer comply with the request for records as soon as practicable, but no later than twenty-one (21) calendar days from the date of request. Finally, Labor Code Section 226(f) entitles employees to recover civil penalties of \$750 against an employer who violates these requirements.

This request is made on behalf of Client in accordance with California Labor Code §§ 226, and 1198.5, as well as the applicable Industrial Welfare Commission Wage Order, § 7(c).

Please provide the records within thirty (30) days from the date of this correspondence. We would be pleased to pay for any reasonable copy charges upon request.

Very truly yours,
JCL LAW FIRM, APC

A handwritten signature in black ink, appearing to read 'Jean-Claude Lapuyade', written over a horizontal line.

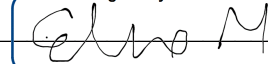
Jean-Claude Lapuyade, Esq.

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

I, ELAINE MUNOZ, ("Client"), do hereby authorize AMTCR CALIFORNIA, LLC ("Employer") to release my entire employment file, including all pay statements, time cards issued to me, arbitration agreements signed by me, background disclosure and authorization forms signed by me, and all other documents signed by me from the date of my hire, to my attorneys at the JCL LAW FIRM, APC located at 3990 Old Town Avenue, Suite C204, San Diego, CA 92110.

Respectfully,

Client

DocuSigned by:

2664FC5EEC5944D...

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature ☒ (X) <i>Jade Lewis</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>Jade Lewis</i> C. Date of Delivery <i>9-25-19</i>												
1. Article Addressed to: <i>AMTCR California, LLC</i> <i>610 Abelardo Martinez III</i> <i>1201 Third Street</i> <i>Needles, CA 92363</i>	D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: <i>Munoz 9-20-19</i>												
2. Article Number (Transfer from service label) <i>7019 0700 0001 5676 9127</i>	3. Service Type <table border="0"> <tr> <td>☐ Adult Signature</td> <td>☐ Priority Mail Express®</td> </tr> <tr> <td>☐ Adult Signature Restricted Delivery</td> <td>☐ Registered Mail™</td> </tr> <tr> <td>☐ Certified Mail®</td> <td>☐ Registered Mail Restricted Delivery</td> </tr> <tr> <td>☐ Certified Mail Restricted Delivery</td> <td>☐ Return Receipt for Merchandise</td> </tr> <tr> <td>☐ Collect on Delivery</td> <td>☐ Signature Confirmation™</td> </tr> <tr> <td>☐ Collect on Delivery Restricted Delivery</td> <td>☐ Signature Confirmation Restricted Delivery</td> </tr> </table>	☐ Adult Signature	☐ Priority Mail Express®	☐ Adult Signature Restricted Delivery	☐ Registered Mail™	☐ Certified Mail®	☐ Registered Mail Restricted Delivery	☐ Certified Mail Restricted Delivery	☐ Return Receipt for Merchandise	☐ Collect on Delivery	☐ Signature Confirmation™	☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Adult Signature	☐ Priority Mail Express®												
☐ Adult Signature Restricted Delivery	☐ Registered Mail™												
☐ Certified Mail®	☐ Registered Mail Restricted Delivery												
☐ Certified Mail Restricted Delivery	☐ Return Receipt for Merchandise												
☐ Collect on Delivery	☐ Signature Confirmation™												
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery												



9590 9402 4876 9032 4243 04

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AMTCR California, LLC
Abelardo Martinez III
1201 Third Street
Needles, CA 92363



9590 9402 4876 9032 4235 50

2. Article Number (Transfer from service label)

7019 0700 0001 5676 9974

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X *[Signature]*☒ Agent☐ Addressee

B. Received by (Printed Name)

[Signature]

C. Date of Delivery

*1/24/20*D. Is delivery address different from item 1? ☐ Yes ☒ NoIf YES, enter delivery address below: ☐ No

Munoz 1:17:20

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery