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**Amended Complaint Filed -- Amending 1st Amended
COMPLAINT (UNLIMITED) of ESPINOZA**



NEW FILE

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

OCT 07 2020

BY  ASHLEE CAVLESS, DEPUTY

Attorneys for Plaintiff Sarah P. Espinoza and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

SARAH P. ESPINOZA,

Plaintiffs,

vs.

LOVE'S COUNTRY STORES OF
CALIFORNIA;
and DOES 1-100, inclusive,

Defendants.

Case No.: CIV DS 2016481

CLASS ACTION COMPLAINT

1. FAILURE TO PROPERLY CALCULATE AND PAY OVERTIME
2. FAILURE TO PROVIDE MEAL BREAKS
3. FAILURE TO PROVIDE REST BREAKS
4. FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT
5. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
6. UNLAWFUL BUSINESS PRACTICES

Plaintiffs Sarah P. Espinoza brings this class action against Love's Country Stores of California and Does 1 through 100, for violations of the California Labor Code and the Business and the California Professions Code.

PARTIES

1. Sarah P. Espinoza ("Espinoza" or Plaintiff) is and at all times relevant herein was employed in San Diego County, California, and was an "employee" as defined by the California Labor Code ("Labor Code") and the applicable California Industrial Wage Commission ("IWC") Order(s).

SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 07 2020

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2. Love's Country Stores of California ("Love's" or "Defendant") is a corporation organized and existing under the laws of the state of California, which does business in California.

3. At all times relevant herein, Love's has been an "employer" as defined by the Labor Code and the applicable IWC Order(s).

4. Love's and Does 1-100 are collectively referred to as Defendants.

5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sue such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis allege, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiffs' injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

JURISDICTION AND VENUE

7. This Court is the proper Court, and this action is properly filed in the Superior Court of California for the County of San Bernardino because Love's conducts business in this County and Plaintiff performed work for Love's in this County. Plaintiff hereby demands a jury trial.

GENERAL ALLEGATIONS

8. Espinoza was hired by Love's in or around January 2019 as a Cashier at its Barsto, CA location.

1 9. Throughout her employment, Espinoza was a non-exempt employee. As such, she was
2 entitled to be paid for every hour worked and overtime as appropriate.

3 10. Espinoza and Love's other non-exempt California employees are also eligible for and at
4 times receive non-discretionary bonuses, commissions, and other items of compensation (such as shift
5 "CovidPrm" pay of \$2 per hour and "Golden Hearts" benefits). **Exhibits 1-3.**¹

6 11. Throughout her employment, however, Love's failed to properly calculate and pay the
7 overtime wages owed to Espinoza and Love's other non-exempt California employees.

8 12. Specifically, pursuant to its uniform policy, practice and procedure, Love's failed to
9 include commissions, non-discretionary bonuses and other items of compensation when determining
10 Espinoza and its other non-exempt California employees' "regular rate of pay" for purposes of
11 overtime. Instead, Love's had a uniform policy, pattern, and practice of only paying 1 ½ times (or 2
12 times, as appropriate) the employee's base hourly rate for overtime hours worked.

13 13. For example, during the pay period of April 8, 2020- April 14, 2020, Espinoza received
14 "COVIDPrm" of \$16.09. See **Exhibit 1**. Pursuant to its uniform policy and practice, Love's failed to
15 include Espinoza's "COVIDPrm" when calculating her regular rate of pay. Instead, Love's utilized
16 only Espinoza's base hourly rate and multiplied it by 1.5 to obtain the overtime rate of \$20.63, and thus
17 underpaid her for overtime hours worked. See *Id.*

18 14. Love's also fails to include commissions, non-discretionary bonuses, and other items of
19 compensation when determining its non-exempt employees' regular rate of pay for purposes of sick
20 leave.

21 15. Espinoza and Love's other non-exempt California employees also were not consistently
22 authorized or permitted to take meal breaks as required by California law.

23 16. Tellingly, Love's did not provide Espinoza and Love's other non-exempt employees
24 with any information regarding their rights to meal and rest periods under California law.

25 17. Love's frequently required Espinoza and their other non-exempt California employees to
26 work through meal breaks due to understaffing and work demands.

27 _____
28 ¹ Exhibits 1-3 are incorporated by this reference as though fully set forth herein. Some Exhibits
have been reduced and/or redacted due to their size and content.

1 18. On the occasions that Espinoza and Love's other non-exempt California employees were
2 able to take their meal breaks, they routinely occurred after 5 hours of work.

3 19. Further, Love's frequently failed to relieve Espinoza and its other non-exempt California
4 employees of employer control during their meal breaks.

5 20. Espinoza and Love's other non-exempt California employees also were not consistently
6 authorized or permitted to take rest breaks as required by California law.

7 21. Love's frequently required Espinoza and their other non-exempt California employees to
8 work through rest breaks due to understaffing and work demands.

9 22. Further, Love's frequently failed to relieve Espinoza and its other non-exempt California
10 employees of employer control during their rest breaks.

11 23. When Espinoza and Love's other non-exempt California employees were not provided
12 compliant meal and rest breaks, Love's routinely did not pay premiums as required by California law.

13 24. Because Love's fails to pay its non-exempt California employees overtime at the correct
14 rate of pay, sick leave at the correct rate of pay, and because they are not provided compliant meal and
15 rest breaks, or the premiums associated with missing the same, they are not timely paid all wages due
16 and owing to them during each pay period or at the end of their employment.

17 25. Because of the violations set forth above, and as evidenced in the samples of Espinoza's
18 wage statements attached hereto as **Exhibit 1-3**, the wage statements furnished by Love's to its non-
19 exempt California employees violate California Labor Code section 226(a) insofar as they fail to
20 accurately show:

- 21 a. The gross wages earned, in violation of section 226(a)(1);
22 b. The net wages earned, in violation of section 226(a)(5); and
23 c. All applicable hourly rates in effect during the pay period and the corresponding
 number of hours worked at each hourly rate in violation of section 226(a)(9).

24 26. Love's was, at all times relevant herein, aware of the requirements of California Labor
25 Code section 226.

26 27. Love's has, at all times relevant herein, furnished wage statements to each of its non-
27 exempt California employees pursuant to an established set of policies, procedures and practices.
28

1 28. Espinoza and Love's other non-exempt California employees, both current and former,
2 have suffered injury as a result of Love's knowing and intentional failure to comply with California
3 Labor Code section 226(a).

4 29. Espinoza and Love's other non-exempt California employees , both current and former,
5 have suffered injury as a result of Love's knowing and intentional failure to furnish wage statements
6 accurately showing the gross wages earned by them in violation of California Labor Code section
7 226(a)(1).

8 30. Espinoza and Love's other non-exempt California employees, both current and former,
9 were unable to promptly and easily determine their net wages earned from the wage statements
10 furnished by Love's.

11 31. Espinoza and Love's other non-exempt California employees , both current and former,
12 have suffered injury as a result of Love's knowing and intentional failure to furnish wage statements
13 accurately showing the net wages earned by them in violation of California Labor Code section
14 226(a)(5).

15 32. Espinoza and Love's other non-exempt California employees, both current and former,
16 were unable to promptly and easily determine all applicable hourly rates in effect during the pay period
17 and the corresponding number of hours worked at each hourly rate from the wage statements furnished
18 by Love's.

19 33. Espinoza and Love's other non-exempt California employees, both current and former,
20 have suffered injury as a result of Loves knowing and intentional failure to furnish wage statements
21 accurately showing all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate in violation of section 226(a)(9).

23 34. From at least four years prior to the filing of this action, Love's has adopted and
24 employed unfair business practices. These unfair business practices include, but are not limited to,
25 failing to properly pay all overtime and failing to provide compliant meal and rest breaks.

26 35. On July 30, 2020, Espinoza provided written notice to the Labor and Workforce
27 Development Agency ("LWDA") and Love's regarding the specific provisions of the Labor Code
28 alleged to have been violated, including the facts and theories to support those alleged violations.

36. As of the filing of this Complaint, more than 65 calendar days after Espinoza's written notice, the LWDA has not provided written notice that it intends to investigate any of the allegations therein. Accordingly, Espinoza has satisfied the administrative prerequisites under Labor Code section 2699.3 to bring a civil action to recover civil penalties against Love's in addition to other remedies, for violations of the California Labor Code.

CLASS ACTION ALLEGATIONS

37. Plaintiff seeks to maintain this action as a class action as to the First through Fifth Causes of Action. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a class action pursuant to Code of Civil Procedure 382. The putative Classes which Plaintiff seeks to represent consist of the following:

- a. All current and former non-exempt California employees of Love's who received commissions, non-discretionary bonuses and/or other items of compensation and worked overtime during at least one pay period from July 30, 2016 through the date of trial (the "Regular Rate Class");
- b. All current and former non-exempt employees of Love's who worked one or more shifts of longer than 5 hours from July 30, 2016 through the date of trial (the "Meal Break Class");
- c. All current and former non-exempt employees of Love's who worked one or more shifts of longer than 3.5 hours from July 30, 2016 through the date of trial (the "Rest Break Class");
- d. All members of the Regular Rate Class, the Meal Break Class, and the Rest Break Class whose employment ended from July 30, 2017 through the date of trial (the "Former Employee Class");
- e. All members of the Regular Rate Class, the Meal Break Class, and the Rest Break Class who were issued one or more wage statements from July 30, 2019 through the date of trial (the "Wage Statement Class").

The Regular Rate Class, Meal Break Class, Rest Break Class, Former Employee Class, and Wage Statement Class are collectively referred to as the Class.

1 38. The class of persons is so numerous that joinder of all members is impracticable, and the
2 disposition of their claims in a class action is a benefit to the parties and to the Court. Plaintiff is
3 informed and believes, and based thereon alleges, that Defendants employ more than 600 employees
4 who satisfy the class definition. Although the exact number and identity of class members is not
5 presently known, they can be identified in Defendants' records through coordinated discovery pursuant
6 to this class action.

7 39. This action may be maintained as a class because the questions of law and fact which are
8 common to class members clearly predominate over any questions affecting only individual members
9 and because a class action is superior to other available methods for adjudicating the controversy.

10 40. There are numerous common questions of law and fact arising out of Defendants'
11 conduct. This class action focuses on Defendants': (a) systematic failure to properly pay employees for
12 overtime; (b) systemic failure to authorize and permit meal and rest breaks or to pay the requisite
13 premiums associated with the same; (c) systematic failure to timely pay all wages due and owing; and
14 (d) systematic failure to comply with Labor Code section 226(a).

15 41. Furthermore, common questions of fact and law predominate over any questions
16 affecting only individual members of the class. The predominating common or class-wide questions of
17 law and fact include the following:

- 18 a. Whether Defendants failed to properly calculate and pay their non-exempt
19 California employees' overtime;
- 20 b. Whether additional remuneration provided to non-exempt California employees
21 should have been included in "regular rate of pay";
- 22 c. Whether the additional remuneration provided to non-exempt California
23 employees was non-discretionary;
- 24 d. Whether Defendants failed to provide compliant meal and rest breaks to their
25 non-exempt California employees;
- 26 e. Whether Defendants failed to pay premiums to their non-exempt California
27 employees as a result of non-compliant meal and rest breaks;

- 1 f. Whether Defendants failed to timely pay all wages due and owing to their non-
2 exempt California employees;
- 3 g. Whether the wage statements Defendants furnished to their non-exempt
4 California employees comply with Labor Code section 226;
- 5 h. Whether the alleged violations constitute unfair business practices;
- 6 i. Whether the Class is entitled to injunctive relief; and
- 7 j. Whether the Class is entitled to unpaid wages, statutory penalties and/or
8 restitutionary relief, and the amount of the same.

9 42. Plaintiff's claims are typical of the claims of the members of the Class as a whole, all of
10 whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the
11 alleged violations of Defendants. Plaintiff's claims are typical of those of the Class because
12 Defendants subjected Plaintiff and each member of the Class to the same violations alleged herein.

13 43. The defenses of Defendants, to the extent that such defenses apply, are applicable
14 generally to the whole Class and are not distinguishable as to the proposed class members.

15 44. Plaintiff will fairly and adequately protect the interests of all members of the Class, and
16 has retained attorneys with extensive experience in litigation, including class and representative actions.
17 Plaintiff has no interests that conflict with those of the Class. Plaintiff is able to fairly and adequately
18 protect the interests of all members of the class because it is in their best interest to prosecute the claims
19 alleged herein in order to obtain the full compensation due themselves and the other class members.

20 45. A class action is superior to any other method available for fairly and efficiently
21 adjudicating the controversy because 1) joinder of individual class members is not practicable, 2)
22 litigating the claims of individual class members would be unnecessarily costly and burdensome and
23 would deter individual claims, 3) litigating the claims of individual class members would create a risk
24 of inconsistent or varying adjudications that would establish incompatible standards of conduct for
25 Defendants, 4) class members still working for Defendants may be fearful of retaliation if they were to
26 bring individual claims, 5) class members would be discouraged from pursuing individual claims
27 because the damages available to them are relatively small, and 6) public policy encourages the use of
28

1 the class actions to enforce employment laws and protect individuals who, by virtue of their
2 subordinate position, are particularly vulnerable.

3 46. Judicial economy will be served by maintenance of this lawsuit as a class action. To
4 process numerous virtually identical individual cases will significantly increase the expense on the
5 Court, the class members, and Defendants, all while unnecessarily delaying the resolution of this
6 matter. There are no obstacles to effective and efficient management of this lawsuit as a class action by
7 this Court and doing so will provide multiple benefits to the litigating parties including, but not limited
8 to, efficiency, economy, and uniform adjudication with consistent results.

9 47. Notice of a certified class action and any result or resolution of the litigation can be
10 provided to class members by mail, email, publication, or such other methods of notice as deemed
11 appropriate by the Court.

12 **FIRST CAUSE OF ACTION**
13 **VIOLATION OF CALIFORNIA LABOR CODE §§ 510 & 1198**
14 **(Failure to Pay Overtime)**
15 **Against Defendants**

16 48. Plaintiff hereby realleges and incorporates by reference each and every allegation set
17 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
18 allegations of this cause of action.

19 49. Pursuant to California Labor Code section 510, any work in excess of eight hours in one
20 workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on
21 the seventh day of work in any one workweek shall be compensated at the rate of no less than one and
22 one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall
23 be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition,
24 any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate
25 of no less than twice the regular rate of pay of an employee.

26 50. Pursuant to California Labor Code section 1198, the maximum hours of work and
27 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
28 standard conditions of labor for employees and the employment of any employee for longer hours than
those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

1 no more than six hours, the meal period may be waived by mutual consent of both the employer
2 and employee. An employer may not employ a person for a work period of more than 10 hours per
3 day without providing an employee with a second meal period of not less than 30 minutes, except
4 that if the total work period per day of the employee is no more than twelve 12 hours, the meal
5 period may be waived by mutual consent of both the employer and the employee, and if the first
6 meal period was not waived.

7 58. During the relevant time period, Plaintiff and the other members of the Meal Break
8 Class were not provided with compliant meal breaks, nor did they receive an additional hour of
9 premium pay for each missed meal break.

10 59. Wherefore, Plaintiff and the other members of the Meal Break Class have been injured
11 as set forth above and request relief as hereafter provided.

12 **THIRD CAUSE OF ACTION**
13 **VIOLATION OF LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS**
14 **(Failure to Provide Rest Breaks)**
15 **Against Defendants**

16 60. Plaintiff hereby realleges and incorporates by reference each and every allegation set
17 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
18 allegations of this cause of action.

19 61. Labor Code § 226.7 requires employers to provide employees rest periods as mandated
20 by Order of the Industrial Welfare Commission. It states:

21 a. No employer shall require any employee to work during any meal or rest period
22 mandated by an applicable order of the Industrial Welfare Commission.

23 b. If an employer fails to provide an employee a meal period or rest period in
24 accordance with an applicable order of the Industrial Welfare Commission, the employer shall
25 pay the employee 1 additional hour of pay at the employee's regular rate of compensation for
26 each work day that the meal or rest period is not provided.

27 62. 73. The applicable Wage Order(s) provides that every "employer shall authorize and
28 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
work period. The authorized rest period time shall be based on the total hours worked daily at the rate

1 of ten (10) minutes net rest time per four (4) hours or major fraction thereof..." The applicable Wage
2 Order further provides that "[i]f an employer fails to provide an employee rest period in accordance
3 with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at
4 the employee's regular rate of compensation for each workday that the rest period is not provided.

5 63. During the relevant time period, Plaintiff and the other members of the Rest Break Class
6 were not provided with compliant rest breaks, nor did they receive an additional hour of premium pay
7 for each missed rest break.

8 64. Wherefore, Plaintiff and the other members of the Rest Break Class have been injured as
9 set forth above and request relief as hereafter provided.

10 **FOURTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE §§ 201, ET SEQ.**
12 **(Failure to Pay All Wages Due and Owing at End of Employment)**
13 **Against Defendants**

14 65. Plaintiff hereby realleges and incorporates by reference each and every allegation set
15 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
16 allegations of this cause of action.

17 66. California Labor Code section 201 provides that if an employer discharges an employee,
18 the wages earned and unpaid at the time of discharge are due and payable immediately.

19 67. California Labor Code section 202 requires an employer to pay an employee all earned
20 wages within 72 hours of the employee quitting his or her employment, or immediately at the time of
21 quitting if the employee has given 72 hours previous notice of his or her intention to quit.

22 68. As set forth above, Plaintiffs and the other members of the Former Employee Class were
23 not timely paid all of their earned but unpaid wages, including overtime and meal and rest break
24 premiums, when their employment with Defendants ended.

25 69. Wherefore, Plaintiff and the other members of the Former Employee Class have been
26 injured as set forth above and request relief as hereafter provided.

27 **FIFTH CAUSE OF ACTION**
28 **VIOLATION OF LABOR CODE § 226(a)**
(Failure to Furnish Accurate Itemized Wage Statements)
Against Defendants

1 70. Plaintiff hereby realleges and incorporates by reference each and every allegation set
2 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
3 allegations of this cause of action.

4 71. Pursuant to California Labor Code section 226(a) “every employer shall, semimonthly
5 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable
6 part of the check, draft, or voucher paying the employee’s wages, or separately when the wages are
7 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
8 earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any
9 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages
10 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
11 employee and only the last four digits of his or her social security number or an employee identification
12 number, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly
13 rates in effect during the pay period and corresponding number of hours worked at each hourly rate by
14 the employee and, if the employer is a temporary services employer [. . .], the rate of pay and the total
15 hours worked for each temporary services assignment.”

16 72. An employee suffering injury as a result of the knowing and intentional failure by an
17 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
18 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
19 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
20 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s
21 fees. Labor Code § 226(e)(1).

22 73. An employee is deemed to suffer injury if the employer fails to provide a wage
23 statement or if the employer fails to provide accurate and complete information as required by any one
24 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
25 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
26 during the pay period or any of the other information required to be provided pursuant to Labor Code
27 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name
28 and address of the employer and iv) the name of the employee and the last four digits of his or her

1 social security number or employee identification number. Labor Code § 226(e)(2)(A) and (B)(i)-(iv).
2 “Promptly and easily determine” means a reasonable person would be able to readily ascertain the
3 information without reference to other documents or information. Labor Code § 226(e)(2)(C).

4 74. As set forth above, Defendants intentionally and willfully failed to furnish accurate
5 itemized wage statements which complied with Labor Code section 226.

6 75. Wherefore, Plaintiff and the other members of the Wage Statement Class have been
7 injured as set forth above and request relief as hereafter provided.

8 **SIXTH CAUSE OF ACTION**
9 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 *ET SEQ.***
10 **(Unfair Business Practices)**
11 **Against Defendants**

12 73. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth
13 above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of
14 this cause of action.

15 108. The statutory violations, as alleged above, are unfair business practices within the
16 meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq.*), and
17 include, but are not limited to failing to properly calculate and pay overtime and sick pay wages and
18 failing to pay meal break premiums.

19 **SEVENTH CAUSE OF ACTION**
20 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2698 *ET SEQ.***
21 **(PRIVATE ATTORNEYS GENERAL ACT)**
22 **Against Defendants**

23 109. Plaintiff hereby realleges and incorporates by reference each and every allegation set
24 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
25 allegations of this cause of action.

26 110. Pursuant to Labor Code § 2699(a), any provision of the Labor Code which provides for
27 a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may, as an
28 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself
or herself and other current or former employees pursuant to the procedures outlined in Labor Code §
2699.3.

111. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment. Plaintiff is therefore an aggrieved employee as defined by Labor Code § 2699(c). Other current and former employees are also aggrieved employees in that one or more of the alleged violations were also committed against them during their time of employment with Defendants.

112. Pursuant to California Labor Code § 2699(g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees and costs

113. Wherefore, Plaintiff and the other Aggrieved Employees have been damaged as set forth above and request relief as hereafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

As to the First through Sixth Causes of Action:

1. That this Court certify the Class;
2. That this Court appoint Plaintiff as the representative of the Class;
3. That this Court appoint Mayall Hurley, P.C. as Class Counsel;
4. That this Court award actual, compensatory, special, and general damages as well as restitutionary relief to Plaintiff and the members of the Class;
5. That this Court award injunctive relief, including that available under including that available under Labor Code section 226(h), and Business and Professions Code Section 17203;
6. That this Court award penalties and liquidated damages including, but not limited to, those available under Labor Code sections 203, 226, 226.7, 512 and 1194.2;
7. That this Court award statutory attorneys' fees and costs, including those available under Labor Code sections 218.5, 226(e)(1), 226(h) and 1194, as well as Code of Civil Procedure section 1021.5;

1 8. That this Court award prejudgment and post-judgment interest according to any
2 applicable provision of law or as otherwise permitted by law; and

3 9. That this Court award such other and further relief as the court deems just and proper.

4 As to the Seventh Cause of Action:

5 1. For civil penalties, including but not limited to those available under Labor Code
6 sections 210, 226.3, 256, 558, 1197.1, and 2699(f);

7 2. For injunctive relief;

8 3. For statutory attorneys' fees and costs, including but not limited to those available under
9 Labor Code section 2699(g);

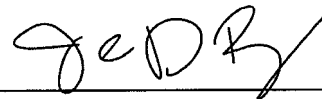
10 4. For prejudgment and post-judgment interest according to any applicable provision of
11 law or as otherwise permitted by law, including those available under Civil Code
12 sections 3287(a) and 3289(b); and

13 5. For such other and further relief as the court deems just and proper.

14 **DATED:** October 2, 2020

MAYALL HURLEY P.C.

15
16 By _____



ROBERT J. WASSERMAN

JENNY D. BAYSINGER

Attorneys for Plaintiff and the Putative Class

CG Empl ID 000000-000000
PCSHV2 000247103
0374: Barstow, CA

LOVE'S COUNTRY STORES OF CALIFORNIA
P.O. BOX 26210
OKLAHOMA CITY OK 73126

Earnings Statement

Page 001 of 001
Period Beg/End: 04/08/2020 - 04/14/2020
Advice Date: 04/20/2020
Advice Number: 2471030127
Batch Number: 000000000320

SARAH P ESPINOZA
PO BOX 1174
YERMO, CA 92398

For inquiries on this statement please call: 405-847-4357
Total Hours Worked: 8.03
Basis of Pay: Hourly
Pay Rate: 13.75

Earnings	Rate	Hours	Current	YTD Amount
Regular	13.75	8.00	110.00	4,988.09
Daily OT	20.63	0.03	0.62	33.73
HolPay50				1.72
Vacation				550.00
SickStat				330.00
Sick Pay				1,100.00
COVIDPrm		8.03	16.09	116.09
Gross Pay			126.71	7,119.63

Tax Deductions			
FED Withholding Tax			137.73
Social Security Tax		7.66	443.00
Medicare Tax		1.83	103.60
CA Withholding Tax			114.04
CA Disability Tax		1.27	71.45
Total Tax Ded.		10.95	869.82

Net Pay 115.15

Employer Paid Benefits

Health and Ins Be 0.55 8.80

Direct Deposit Summary

XXXXXXXX8215 30.00
XXXXXXXX2201 85.75

Your Federal taxable wages for this period are: \$126.71
YTD Federal taxable wages are :\$7,145.13

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LOVE'S COUNTRY STORES OF CALIFORNIA
P.O. BOX 26210
OKLAHOMA CITY OK 73126

Advice Number: 2471030127

Advice Date: 04/20/2020

Deposited to the account of

SARAH P ESPINOZA

Checking
Checking

Account Number

XXXXXXXX8215
XXXXXXXX2201

Transit ABA

031101279
031101169

Amount

30.00
85.75

THIS IS NOT A CHECK

EXHIBIT 2

CO Emp ID 000000-000000
PCSHV2 000247103
0374: Barstow, CA

LOVE'S COUNTRY STORES OF CALIFORNIA
P.O. BOX 26210
OKLAHOMA CITY OK 73126

Earnings Statement

Page 001 of 001
Period Beg/End: 04/29/2020 - 05/05/2020
Advice Date: 05/11/2020
Advice Number: 2471030130
Batch Number: 000000000326

SARAH P ESPINOZA
PO BOX 1174
YERMO, CA 92398

For inquiries on this statement please call: 405-847-4357
Total Hours Worked: 23.91
Basis of Pay: Hourly
Pay Rate: 13.75

Earnings	Rate	Hours	Current	YTD Amount
Regular	13.75	23.91	328.76	6,004.90
Daily OT				33.73
HolPay50				1.72
Vacation				550.00
SickStat				330.00
Sick Pay				1,100.00
COVIDPrm		23.91	47.82	263.99
Gold Tax			71.84	71.84
Gross Pay			448.42	8,356.18

Tax Deductions			
FED Withholding Tax		42.42	185.49
Social Security Tax		35.31	527.17
Medicare Tax		8.26	123.29
CA Withholding Tax		17.23	141.05
CA Disability Tax		5.70	85.03
Total Tax Ded		108.93	1,962.03

Net Pay 339.50

Employer Paid Benefits
Health and Ins Be 0.55 10.45

Taxable Fringe Benefits
Golden Hearts GU 192.84 192.84

Direct Deposit Summary
XXXXXXXXX8215 30.00
XXXXXXXXX2201 309.50

Your Federal taxable wages for this period are: \$569.42
YTD Federal taxable wages are :\$8,502.68

LOVE'S COUNTRY STORES OF CALIFORNIA
P.O. BOX 26210
OKLAHOMA CITY OK 73126

Advice Number: 2471030130
Advice Date: 05/11/2020

Deposited to the account of
SARAH P ESPINOZA

Checking
Checking

Account Number	Transit ABA	Amount
XXXXXXXXX8215	031101279	30.00
XXXXXXXXX2201	031101169	309.50

THIS IS NOT A CHECK

EXHIBIT 3

CO Empl ID 000000-000000
 PESHV2 900247193
 0374: Barstow, CA

Earnings Statement

LOVE'S COUNTRY STORES OF CALIFORNIA
 P.O. BOX 26210
 OKLAHOMA CITY OK 73126

Page 001 of 001
 Period Beg/End: 07/01/2020 - 07/07/2020
 Advice Date: 07/13/2020
 Advice Number: 2471030153
 Batch Number: 000000000345

SARAH P ESPINOZA
 PO BOX 1174
 YERMO, CA 92398

For inquiries on this statement please call: 405-847-4357
 Total Hours Worked: 29.28
 Basis of Pay: Hourly
 Pay Rate: 13.75

Earnings	Rate	Hours	Current	YTD Amount
Regular	13.75	29.28	402.60	8,598.85
Daily OT				41.36
HolPay50	6.88	7.00	48.16	49.88
Vacation				770.00
SickStat				330.00
Bereave				330.00
Sick Pay				1,100.00
COVIDPrm				445.41
Gold Tax			43.92	115.76
Gross Pay			494.68	11,781.26

Tax Deductions			
FED Withholding Tax		30.63	272.68
Social Security Tax		35.26	744.11
Medicare Tax		8.25	174.03
CA Withholding Tax		13.91	198.55
CA Disability Tax		5.69	120.02
Total Tax Ded.		93.74	1,509.39

Net Pay 888.94

Employer Paid Benefits

Health and Ins Be 0.55 15.40

Taxable Fringe Benefits

Golden Hearts GU 117.92 310.76

Direct Deposit Summary

XXXXXXXXX8215 30.00
 XXXXXXXXXXX2201 370.94

Your Federal taxable wages for this period are: \$568.68
 YTD Federal taxable wages are :\$12,001.76

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LOVE'S COUNTRY STORES OF CALIFORNIA
 P.O. BOX 26210
 OKLAHOMA CITY OK 73126

Advice Number: 2471030153

Advice Date: 07/13/2020

Deposited to the account of
 SARAH P ESPINOZA

Checking
 Checking

Account Number	Transit	ABA	Amount
XXXXXXXXX8215	031101279		30.00
XXXXXXXXX2201	031101169		370.94

THIS IS NOT A CHECK