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as a Representative Plaintiff, and for the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA - UNLIMITED JURISDICTION

	) Case No. RG20075270
	)
ANDREA O'NEAL-ROBERTS, on behalf of	) FIRST AMENDED CLASS ACTION &
herself, the putative class, and on behalf of the	) REPRESENTATIVE ACTION COMPLAINT
general public,	) FOR DAMAGES, RESTITUTION,
	) INJUNCTIVE RELIEF, & PENALTIES
Plaintiff,	)
	)
v.	) (1) Failure to Pay Overtime in Violation of
	) California Labor Code Sections 510, 558,
	) 1194 <i>et. seq.</i> , 1198 & IWC Wage No. 5-2001;
OFF THE GRID SERVICES, LLC, THE	) (2) Failure to Provide and/or Authorize Meal and
WHOLE CART, LLC, and DOES 1-10,	) Rest Periods / Unpaid Wages in Violation of
inclusive.	) California Labor Code Sections 226.7, 512,
	) and 558, and IWC Wage Order No. 5-2001;
Defendants.	) (3) Failure to Reimburse Business Expenses in
	) Violation of California Labor Code Section
	) 2802;
	) (4) Failure to Provide Timely, Accurate, Itemized
	) Wage Statements in Violation of California
	) Labor Code Sections 226, 226.3, 1174 and
	) IWC Wage Order No. 5-2001;
	) (5) Failure to Pay Earned Wages Upon Discharge,
	) Waiting Time Penalties in Violation of Labor
	) Code Sections 201-203;
	) (6) Unlawful and/or Unfair Business Practices in
	) Violation of California Business and
	) Professions Code Section 17200, <i>et seq.</i>
	) (7) Representative Action Under the Labor Code
	) Private Attorneys General Act, Labor Code
	) Section 2698, <i>et seq.</i>

DEMAND FOR JURY TRIAL

1 Plaintiff Andrea O’Neal-Roberts on behalf of herself, the Putative Class (as defined in Paragraph
2 43, below), and the general public, alleges against Defendant Off The Grid Services, LLC, and
3 Defendant The Whole Cart, LLC (collectively “Defendants”), as well as DOES 1 through 10, inclusive,
4 as follows:

5 **PRELIMINARY STATEMENT**

6 1. Defendants are mobile food truck events and catering companies that employed Plaintiff
7 and the Putative Class as paid interns, typically referred to as Instrucktional Entrepreneurs, as part of
8 Defendants’ Instrucktional program.

9 2. Plaintiff and the Putative Class were non-exempt employees under California’s wage and
10 hour laws and should have been classified as such and received overtime compensation, meal breaks,
11 rest breaks, timely payment of wages, and accurate itemized wage statements consistent with the
12 requirements of California wage and hour laws. Additionally, on information and belief, Plaintiff and
13 the Putative Class covered certain of Defendants’ business expenses in violation of California wage
14 laws.

15 3. Defendants willfully misclassified Instrucktional Entrepreneurs as exempt from overtime
16 pay as well as missed meal and rest break premiums.

17 4. The Class Period extends from April 6, 2016 to the final disposition of this case. During
18 this time, Defendants have failed to pay appropriate compensation to Plaintiff and the Putative Class as
19 required by state law. Plaintiff seeks relief for herself and the Putative Class pursuant to applicable state
20 law, rules, regulations, and Wage Order No. 5-2001 of the Industrial Welfare Commission (“IWC”) to
21 remedy Defendants’ failure to pay overtime compensation, to provide or authorize meal and rest periods,
22 on information and belief to reimburse expenses, and to maintain accurate time records, as well as to
23 obtain restitution, interest, penalties, and injunctive relief.

24 5. The period covered by Labor Code Private Attorneys General Act of 2004 (“PAGA”),
25 Labor Code section 2699.3, extends from April 6, 2019 to the final disposition of this case.

26 **THE PARTIES**

27 6. Plaintiff Andrea O’Neal-Roberts was employed by The Whole Cart as an Instrucktional
28 Entrepreneur from roughly February 18, 2019 until June 19, 2020. Off the Grid was her joint employer

1 for the same period. She performed work for Defendants in locations including Hayward, Mountain
2 View, and San Francisco, California.

3 7. Defendant Off the Grid Services, LLC (“Off the Grid”) is a limited liability company that
4 specializes in mobile food truck events and catering. Off the Grid was originally incorporated in
5 California. In 2019, the company converted-out to become a Delaware company. Off the Grid is
6 headquartered in San Francisco, California. Matthew Cohen is the Chief Executive Officer of Off the
7 Grid. Off the Grid does business in Hayward, Mountain View, San Francisco, and elsewhere in
8 California.

9 8. Defendant The Whole Cart, LLC (“The Whole Cart”) is a limited liability company that
10 specializes in mobile food truck events and catering. The Whole Cart was incorporated in California and
11 shares a business address with Off the Grid in San Francisco, California. Matthew Cohen is also the
12 Chief Executive Officer of The Whole Cart. The company does business in Hayward, Mountain View,
13 San Francisco, and elsewhere in California.

14 9. Defendants Does 1-10, inclusive, are sued herein under fictitious names. Their true
15 names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained,
16 Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is
17 informed and believes and thereupon alleges that each of the fictitiously-named Defendants is
18 responsible in some manner for the occurrences herein alleged, and that the damages of Plaintiff’s and
19 the putative class herein alleged were proximately caused by such Defendants.

20 10. Plaintiff is informed, believes, and thereon alleges that each of the Defendants herein was
21 at all times relevant to this action the agent, employee, representative partner, and/or joint venture of the
22 remaining Defendants and was acting within the course and scope of the relationship. Plaintiff is further
23 informed, believes, and thereon alleges that each of the Defendants herein gave consent to, ratified and
24 authorized the acts alleged herein to the remaining Defendants.

25 **VENUE**

26 11. Venue in the County of Alameda is proper under Code of Civil Procedure section 395(a),
27 because Defendants employed Plaintiff to perform work as an Instrucktional Entrepreneur in the City of
28 Hayward, within Alameda County, California.

1 **GENERAL ALLEGATIONS**

2 **Defendants Operated a Paid Internship Program called Instrucktional**

3 12. As part of their mobile food truck events and catering business, for the last several years,
4 Defendants operated a “paid internship” program called Instrucktional.

5 13. Defendants called Instrucktional program interns Instrucktional Entrepreneurs.

6 14. Defendants marketed Instrucktional as “an incubator program where aspiring mobile food
7 entrepreneurs can learn the necessary skills to bring their businesses from concept to successful launch.”

8 15. Defendants advertised the Instrucktional program as providing a roughly two-year long
9 “paid internship” involving “job skill-building, mentorship, management training, and tailored
10 coursework.”

11 16. Defendants advertised that during the Instrucktional program, Instrucktional
12 Entrepreneurs must undergo months of “training” in Defendants’ kitchens and trucks.

13 17. Defendants advertised that the Instrucktional program includes an opportunity for the
14 Instrucktional Entrepreneurs to develop and implement a menu for one of Defendants’ food trucks
15 during the program and to “complete the program with a fully developed business plan.”

16 18. Upon information and belief, at the time this lawsuit was filed, no one who has
17 completed the Instrucktional program has subsequently launched a successful food truck business. Some
18 interns have continued to work for Defendants after completing the program.

19 **Defendants Required Plaintiff and the Putative Class to Work Long Hours**

20 19. Defendants’ employed Instrucktional Entrepreneurs, including Plaintiff and Putative
21 Class members.

22 20. Defendants advertised their requirement that Instrucktional Entrepreneurs be able to work
23 more than forty (40) hours in a workweek and as many as sixty (60) hours in a workweek. Indeed,
24 promotional materials for the Instructional program state, “Entrepreneurs are actively scheduled for
25 approximately 50 hours a week,” and should expect to work at least ten (10) additional hours per week.

26 21. Plaintiff and other Putative Class members routinely worked in excess of eight (8) hours
27 per day and forty (40) hours per week because of the schedules set by Defendants. Plaintiff and other
28 Putative Class members were not paid any overtime wages for this work.

1 22. During her employment with Defendants, Plaintiff worked significant overtime. For
2 example, during roughly half of 2019, Plaintiff worked in the kitchen or food trucks that served
3 Google’s campus in Mountain View, California. During this time, she regularly arrived at work at
4 7:00 a.m. and left work around 5:30 p.m. or 6:00 p.m. There were several Fridays in 2019, when she was
5 assigned to work at Fort Mason in San Francisco, California, that she worked well over 12 hours in a
6 day.

7 23. When Plaintiff complained about the long hours she was working, Defendants’ managers
8 reminded her that if she ever had her own food truck she would have to work long hours.

9 **Defendants Misclassified Plaintiff and the Putative Class as Exempt Employees**

10 24. Defendants classified Instructtional Entrepreneurs as exempt workers and paid them a
11 salary.

12 25. Plaintiff and other Putative Class members worked in Defendants’ kitchens, food trucks,
13 and/or food stands, often performing the same job duties as truck supervisors, truck drivers, and line
14 cooks, who, upon information and belief, Defendants paid hourly.

15 26. More than half of Plaintiff and other Putative Class members’ time during a typical
16 workweek was spent on non-exempt job duties.

17 27. Plaintiff and Putative Class members’ non-exempt duties included chopping food,
18 preparing food, serving food, ringing up customers, loading food trucks, driving food trucks, and
19 cleaning. Plaintiff did not customarily and regularly exercise discretion and independent judgment in
20 performing such duties.

21 28. Plaintiff and Putative Class members were supervised by Defendants’ managers.

22 29. Plaintiff and Putative Class members had no authority to hire or fire other employees and
23 did not have authority to give weighty suggestions as to other employees’ employment status.

24 30. The majority of Plaintiff’s and Putative Class member’s time during the Instructtional
25 program involved producing Defendants’ food service experience and product.

26 31. The work Plaintiff and Putative Class members performed was largely manual work
27 unrelated to the management policies or general business operations of Defendants.

28 32. Defendants expected Plaintiff and the Putative Class to “devote their full time, ability and

1 attention to the business” and required Plaintiff and the Putative Class to obtain written consent from
2 Defendants to perform compensated work for anyone else.

3 33. Defendants did not require Instrukctional Entrepreneurs to have completed a prolonged
4 course of study before beginning the program. While Plaintiff had years of prior work experience in
5 food service when she became an Instrukctional Entrepreneur, the same was not true of all program
6 participants. She and other Putative Class members had no prior food truck experience when they began
7 the Instrukctional program.

8 34. Defendants designated where Plaintiff and Putative Class members worked. Plaintiff and
9 Putative Class members did not engage in sales when they worked in Defendants’ kitchens or at Google
10 campus, on information and belief, because Google employee meals were prepaid. Plaintiff and Putative
11 Class members were not paid on commission. Defendants violated Plaintiff’s and the Putative Class’s
12 rights to overtime, meal and rest breaks, timely pay, itemized wage statements, and reimbursements.

13 35. As a result of Defendants’ misclassifying Plaintiff and the Putative Class as exempt
14 employees, and the long hours Defendants forced Plaintiff and the Putative Class to work, Defendants
15 failed to pay overtime compensation to Plaintiff and the Putative Class for hours worked in excess of
16 eight (8) hours per day and forty (40) hours per week. Defendants’ failure to pay overtime to Plaintiff
17 and Putative Class members was willful and knowing.

18 36. As a result of Defendants’ misclassifying Plaintiff and the Putative Class as exempt
19 employees, Defendants’ implemented no policy to provide any uninterrupted, thirty (30) minute meal
20 periods to Plaintiff and the Putative Class who worked more than five (5) hours. Further, Defendants
21 lacked a policy to provide a second meal period for work periods lasting more than ten (10) hours.
22 During most work hours, Plaintiff and the Putative Class were expected to perform the same work as
23 Defendants’ hourly employees and respond to Defendants’ orders and were thus deprived of duty-free
24 meal periods.

25 37. As a result of Defendants’ misclassifying Plaintiff and the Putative Class as exempt
26 employees, Defendants implemented no policy to make available a ten (10) minute rest period to
27 Plaintiff and the Putative Class who worked shifts lasting more than three-and-a-half (3.5) hours. Further
28 Defendants lacked a policy to make a second, third, or fourth break available for longer shifts. Plaintiff

1 and the Putative Class were expected to be working and responding to Defendants' orders and were thus
2 deprived of duty-free rest periods.

3 38. Defendants failed to pay a single missed-meal or missed-rest-period premium to Plaintiff
4 or any Putative Class member, as required under Labor Code section 226.7 and IWC Wage Order 5-
5 2001.

6 39. Upon information and belief, Plaintiff and Putative Class members never signed valid
7 meal period waivers.

8 40. Upon information and belief, Defendants failed to reimburse Plaintiff and other Putative
9 Class members for certain job-related expenses, such as purchasing Wix software for marketing, as well
10 as cell phone data plans used while accessing Fleetio or Slack software and to communicate with
11 managers via phone calls, text messages, and emails.

12 41. As a result of Defendants' misclassifying Plaintiff and Putative Class members as exempt
13 employees and paying them a salary, Defendants failed to itemize rates of pay, total hours worked,
14 overtime hours, and missed meal and rest periods on wage statements furnished to Plaintiff and Putative
15 Class members.

16 42. As a result of Defendants misclassifying Putative Class members as exempt employees,
17 Defendants have willfully and knowingly failed to pay Plaintiff and Putative Class members timely
18 during the program and upon termination of employment, all accrued compensation, including overtime
19 pay, missed meal period compensation, missed rest period compensation, and, on information and belief
20 reimbursement for work related expenses.

21 **CLASS ACTION ALLEGATIONS**

22 43. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 on
23 behalf of the following defined class ("**Putative Class**"):

24 All individuals who work or worked as Instrucktional Entrepreneurs, and any other
25 employee performing the same or similar duties, who Defendants classified as exempt from
26 overtime within the State of California at any time from April 6, 2016 through the final
disposition of this case.

27 *See* California Rules of Court, Emergency Rules Related to COVID-19 Emergency Rule 9(a).

28 44. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 on

1 behalf of the following defined **Putative Waiting Time Penalties Subclass**:

2 All Putative Class members who no longer work for Defendants and have not been
3 employed by Defendants for more than 72 hours.

4 45. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 on
5 behalf of the following defined **Putative Itemized Wage Statement & PAGA Penalties Subclass**:

6 All Putative Class members who work or worked for Defendants at some point from April
7 6, 2019 through the final disposition of this action.

8 *See* California Rules of Court, Emergency Rules Related to COVID-19 Emergency Rule 9(a).

9 46. The class claims herein have been brought and may properly be maintained as a class
10 action under Code of Civil Procedure section 382 because there is a well-defined community of interest
11 among numerous Putative Class members with respect to the claims asserted herein and the Putative
12 Class is easily ascertainable.

13 47. Ascertainability: As Defendants' former employees, the names and addresses of the
14 Putative Class members are available to the Defendants. Notice can be provided to Putative Class
15 members using techniques and a form of notice similar to those customarily used in class action lawsuits
16 of this nature.

17 48. Numerosity: The Putative Class and Subclasses are sufficiently numerous that joinder of
18 all members is impracticable. Plaintiff is informed and believes, and on that basis alleges, that during the
19 Class Period, Defendants employed more than 25 people who satisfy the definition of the Putative Class
20 and the Subclasses.

21 49. Typicality: Plaintiff's claims are typical of the Putative Class members. Plaintiff, like
22 other Putative Class members, was subjected to Defendants' common, unlawful policies, practices, and
23 procedures. The claims of Plaintiff are typical of the claims of the Putative Class members whose
24 contracts classified them as exempt from overtime as well as meal and rest breaks, and who held job
25 titles, including but not limited to Instructional Entrepreneur during the Class Period. Defendants'
26 common course of unlawful conduct has caused Plaintiff and Putative Class members, to sustain the
27 same or similar injuries and damages caused by the same practices of Defendants. Plaintiff's claims are
28 thereby representative of and co-extensive with the claims of the Putative Class members and the

Subclasses.

50. Plaintiff is typical of the Putative Waiting Time Penalties Subclass, in that she is no longer employed by Defendants, has not been employed by Defendants for more than 72 hours, and is owed unpaid overtime, meal and rest break wages, and on information and belief, unreimbursed expenses.

51. Plaintiff is typical of the Putative Itemized Wage Statement & PAGA Penalties Subclass, in that she was employed by Defendants within one year prior to the filing of this suit, and Defendants failed to issue her accurate itemized wage statements.

52. Adequacy: Plaintiff is a member of the Putative Class and Subclasses, does not have any conflicts of interest with other Putative Class or Subclass members, and will prosecute the case vigorously on behalf of the Class and Subclasses. Plaintiff will fairly and adequately protect the interests of the Putative Class members and Subclass members. Plaintiff has retained counsel competent and experienced in complex class actions, and California wage and hour employment litigation.

53. Commonality: There are questions of law and fact common to Plaintiff and the Putative Class members that predominate over any questions affecting only individual members of the class. These common questions of law and fact include, without limitation:

- a. Whether Defendants maintained a policy or practice of classifying Putative Class members as exempt from California's overtime pay and other wage and hour requirements;
- b. Whether Defendants have employed Putative Class members in a position subject to, and not exempt from, California's overtime pay and other wage and hour requirements;
- c. Whether the Putative Class members have necessarily incurred employment-related expenses in carrying out their duties for Defendants;
- d. Whether Defendants have failed to properly indemnify Putative Class members for their necessary employment-related expenses in violation of Labor Code section 2802;
- e. Whether Defendants' failure to properly indemnify Putative Class members for their necessary employment-related expenses and losses constitutes an unlawful, unfair, and/or fraudulent business practice under Business & Professions Code section 17200 *et seq.*;

- 1 f. Whether Defendants failed to authorize and permit Putative Class members adequate off-
2 duty meal periods and compensation for missed meal periods in violation of Labor Code
3 sections 226.7 and 512 and IWC Wage Order 5-2001;
- 4 g. Whether Defendants' failure to authorize and permit Putative Class members adequate
5 off-duty meal periods and meal period compensation constitutes an unlawful, unfair,
6 and/or fraudulent business practice under Business & Professions Code section 17200 *et*
7 *seq.*;
- 8 h. Whether Defendants unlawfully failed to authorize and permit timely rest breaks to
9 Plaintiff and Putative Class members and pay premiums when such breaks were missed
10 in violation of Labor Code section 226.7 and IWC Wage Order 5-2001.
- 11 i. Whether Defendants' failure to authorize and permit Putative Class members adequate
12 rest periods constitutes an unlawful, unfair, and/or fraudulent business practice under
13 Business & Professions Code section 17200 *et seq.*;
- 14 j. Whether Defendants have required, encouraged, or permitted Putative Class members to
15 work in excess of forty (40) hours per week and/or eight (8) hours per day;
- 16 k. Whether Defendants knew or should have known that Putative Class members regularly
17 worked over forty (40) hours per week and/or eight (8) hours per day;
- 18 l. Whether Defendants failed to pay Putative Class members overtime wages for time
19 worked in excess of forty (40) hours per week and/or eight (8) hours per day;
- 20 m. Whether Defendants failure to pay Putative Class members overtime compensation
21 violated IWC Wage Order 5-2001 and Labor Code sections 510 and 1194;
- 22 n. Whether Defendants' failure to pay overtime compensation to Putative Class members
23 constitutes and unlawful, unfair, and/or fraudulent business practice under Business &
24 Professions Code section 17200 *et seq.*;
- 25 o. Whether Defendants knowingly and intentionally failed to provide Potential Class
26 members with itemized statements showing total rates of pay and hours worked with each
27 payment of wages, as required by Labor Code section 226 and IWC Wage Order 5-2001;
- 28 p. Whether Defendants' failure to provide an itemized statement showing rates of pay and

total hours worked with each payment of wages to Putative Class members constitutes an unlawful, unfair, and/or fraudulent business practice under Business & Professions Code section 17200 *et seq.*;

- q. Whether Defendants' failure to maintain documentation of the actual hours worked each day by Putative Class members violated Labor Code section 1174 and IWC Wage Order 5-2001;
- r. Whether Defendants' failure to maintain documentation of the actual hours worked each day by Putative Class members constitutes an unlawful, unfair, and/or fraudulent business practice under Business & Professions Code section 17200 *et seq.*;
- s. Whether Defendants' failure to timely pay all compensation owed to Putative Class members violated Labor Code section 204 and constituted an unlawful, unfair, and/or fraudulent business practice under Business & Professions Code section 17200 *et seq.*;
- t. Whether Defendants' failure to pay all compensation owed to Putative Class members at the time of termination of employment constituted an unlawful, unfair, and/or fraudulent business practice under Business & Professions Code section 17200 *et seq.*;
- u. Whether Defendants' actions were willful;
- v. The proper formula for calculating restitution, damages, and waiting time and other statutory penalties owed to Plaintiff and the Putative Class alleged herein.

54. Commonality for the Putative Waiting Time Penalties Subclass: Common questions of law and fact exist as to all members of the Subclass, and predominate over any questions solely affecting individual members of that Subclass, including but not limited to:

- a. Whether Defendants have violated Labor Code sections 201-203 by failing, upon Plaintiff's and the Putative Class members' termination or quitting, to timely pay wages that were due for overtime, and missed meal and rest periods.

55. Commonality for the Putative Itemized Wage Statement & PAGA Penalties Subclass: Common questions of law and fact exist as to all members of the Subclass, and predominate over any questions solely affecting individual members of that Subclass, including but not limited to:

- a. Whether Defendants provided adequate itemized wage statements to the Plaintiff and the

Putative Class pursuant to applicable California law; and

- b. Whether Defendants have violated Labor Code section 204, for failure to pay all wages due for work performed in a pay period.

FIRST CAUSE OF ACTION

Failure to Pay Overtime Compensation

[Labor Code §§ 510, 558, 1194 *et seq.*, 1198; IWC Wage Order 5-2001]
(On Behalf of Plaintiff and All Putative Class Members)

56. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

57. By failing to pay overtime compensation to Plaintiff and Putative Class members as alleged above, Defendants have violated Labor Code section 510 and IWC Wage Order 5-2001, which require overtime compensation for non-exempt employees.

58. By failing to maintain adequate time records as required by Labor Code section 1174(d) and IWC Wage Order 5-2001, Defendants have made it difficult to calculate the overtime due to Plaintiff and Putative Class members.

59. As a result of Defendants' unlawful acts, Plaintiff and Putative Class members have been deprived of overtime compensation in an amount to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, under Labor Code section 1194.

60. By violating Labor Code sections 510 and 1198, Defendants are liable for civil penalties and attorneys' fees and costs under Labor Code sections 558, 1194, and 2699(g)(1), and Code of Civil Procedure section 1021.5.

SECOND CAUSE OF ACTION

Failure to Provide Meal Periods and Rest Breaks

[Labor Code §§ 226.7, 512, 558; IWC Wage Order 5-2001]
(On Behalf of Plaintiff and All Putative Class Members)

61. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

62. Plaintiff and Putative Class members regularly worked in excess of five (5) hours a day without being afforded at least a half-hour uninterrupted meal period in which they were relieved of all duties, as required by Labor Code sections 226.7 and 512 and IWC Wage Order 5-2001.

63. Plaintiff and Putative Class members have regularly worked in excess of ten (10) hours a day without being afforded a second half-hour uninterrupted meal period in which they were relieved of all duties, as required by Labor Code sections 226.7 and 512 and IWC Wage Order 5-2001.

64. Because Defendants failed to afford proper meal periods, they are liable to Plaintiff and Putative Class members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Labor Code section 226.7 and IWC Wage Order 5-2001.

65. Plaintiff and Putative Class members: regularly worked more than three and one-half (3.5) hours in a day without being authorized and permitted to take a ten (10) minute rest period in which they were relieved of all duties; regularly worked more than six (6) hours in a day without being authorized and permitted to take two (2), ten (10) minute rest periods; worked more than ten (10) hours in a day without being authorized and permitted to take three (3), ten (10) minute rest periods; and worked more than fourteen (14) hours in a day without being authorized and permitted to take four (4), ten (10) minute rest periods as required under Labor Code section 226.7 and IWC Wage Orders.

66. Because Defendants failed to afford proper rest periods, they are liable to Plaintiff and Putative Class members for one (1) hour of additional pay at the regular rate of compensation for each workday that the proper rest periods were not provided, pursuant to Labor Code section 226.7(b) and IWC Wage Order 5-2001.

67. Defendants' failure to pay meal and rest period premiums was done willfully, in bad faith, in knowing violation of the Labor Code and the IWC Wage Order 5-2001.

68. By violating Labor Code sections 226.7 and 512, and IWC Wage Order 5-2001, Defendants are also liable for reasonable attorneys' fees and costs for enforcing the public interest underpinning the aforementioned Labor Code provisions, under section 2699(g)(1) and Code of Civil Procedure section 1021.5.

THIRD CAUSE OF ACTION
Failure to Provide Reimbursement of Business Expenses
[Labor Code § 2802]
(On Behalf of Plaintiff and All Putative Class Members)

69. Plaintiff incorporates by reference in this cause of action each allegation of the preceding

1 paragraphs as though fully set forth herein.

2 70. While acting on the direct instruction of Defendants and discharging their duties for
3 them, Plaintiff and other Putative Class members incurred work-related expenses. Such expenses include
4 but are not limited to, Wix software accounts and cell phone plans. Upon information and belief,
5 Plaintiff and other Putative Class members incurred these substantial expenses as a direct result of
6 performing their job duties for Defendants.

7 71. On information and belief, Defendants failed to properly indemnify Plaintiff and Putative
8 Class members for these expenditures and losses. Upon information and belief, by requiring employees
9 to pay expenses and cover losses they incurred in direct consequence of the discharge of their duties for
10 Defendants and/or in obedience of Defendants' direction without properly indemnifying for these losses,
11 Defendants have violated Labor Code section 2802.

12 72. Upon information and belief, by unlawfully and failing to pay Plaintiff and other Putative
13 Class members, Defendants are also liable for reasonable attorneys' fees and costs under Labor
14 Code sections 2802(c) and 2699(g)(1).

15 73. As a direct and proximate result of Defendants' conduct, Plaintiff and Class members
16 have suffered substantial losses according to proof, as well as pre-judgment interest, costs, and
17 attorneys' fees for the prosecution of this action.

18 **FOURTH CAUSE OF ACTION**

19 **Failure to Provide Accurate Itemized Wage Statements**

20 [Labor Code §§ 226, 226.3, and 1174; IWC Wage Order 5-2001]

(On Behalf of Plaintiff and Putative Itemized Wage Statement Subclass Members)

21 74. Plaintiff on behalf of herself and the Itemized Wage Statement Subclass alleges and
22 incorporate by reference in this cause of action each allegation of the preceding paragraphs as though
23 fully set forth herein.

24 75. Labor Code section 226(a) and IWC Wage Order 5-2001 require employers semi-
25 monthly or at the time of each payment of wages to furnish each California employee with a statement
26 itemizing, among other things, the total hours worked by the employee, and their rates of pay. Labor
27 Code section 226(b) provides that if an employer knowingly and intentionally fails to provide a
28 statement itemizing, among other things, the total hours worked by the employee, or rates of pay, then

1 the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial
2 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
3 (\$4,000).

4 76. Defendants knowingly and intentionally failed to furnish Plaintiff and Putative Subclass
5 members with timely, itemized statements showing the total hours worked and rates of pay, as required
6 by Labor Code section 226(a) and IWC Wage Order 5-2001. As a result, Defendants are liable to
7 Plaintiff and Putative Subclass members for the amounts provided by Labor Code section 226(b).

8 77. Defendants violated Labor Code section 1174 and IWC Wage Order 5-2001 by willfully
9 failing to keep required payroll records showing the actual hours worked each day by Plaintiff and
10 Putative Subclass members. As a direct and proximate result of Defendants' failure to maintain payroll
11 records, Plaintiff and Putative Subclass members have suffered actual economic harm as they have been
12 precluded from accurately monitoring the number of hours worked and thus seeking all accrued
13 overtime pay.

14 78. Plaintiff, on behalf of themselves, and Putative Class members, request relief for the
15 amounts provided by California Labor Code section 226(b).

16 79. By violating California Labor Code sections 226 and 1174 and IWC Wage Orders,
17 Defendants are also liable for reasonable attorneys' fees and costs for enforcing the public interest
18 underpinning the aforementioned Labor Code provisions, under section 2699(g)(1) and California Code
19 of Civil Procedure section 1021.5.

20 **FIFTH CAUSE OF ACTION**
21 **Late Pay and Waiting Time Penalties**
22 [California Labor Code §§ 201-203]

(On Behalf of Plaintiff and All Putative Waiting Time Penalties Subclass Members)

23 80. Plaintiff on behalf of herself and the Putative Waiting Time Penalties Subclass allege and
24 incorporate by reference in this cause of action each allegation of the preceding paragraphs as though
25 fully set forth herein.

26 81. Labor Code sections 201 and 202 require an employer to pay its employees all wages due
27 within the time specified by law. Labor Code section 203 provides that if an employer willfully fails to
28 pay such wages, the employer must continue to pay the subject employees' wages until the back wages

are paid in full or an action is commenced, up to a maximum of thirty days of wages.

82. Plaintiff and Putative Subclass members who ceased employment with Defendants are entitled to unpaid compensation, but to date have not received such compensation, more than 72 hours after the cessation of their employment.

83. Defendants failed to pay the earned and unpaid wages of Plaintiff within thirty (30) days from the time such wages should have been paid under Labor Code sections 201 and 202.

84. Defendants' willfully failed to timely compensate Plaintiff and Putative Subclass members for all hours worked. As a result, Defendants are liable to Plaintiff and Putative Subclass members whose employment ended during the Class Period for waiting time penalties, together with interest thereon and reasonable attorneys' fees and costs, under section 2699(g)(1) and California Labor Code section 203.

SIXTH CAUSE OF ACTION
Violations of the Unfair Competition Law ("UCL")
[Business & Professions Code §§ 17200-17209]
(On Behalf of Plaintiff and Putative Class Members)

85. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

86. Defendants improperly, fraudulently, and unlawfully classified Putative Class members as exempt and have thereby committed unlawful, unfair and/or fraudulent business acts and practices as defined by Business & Professions Code section 17200, by engaging in the following:

- a. Failing to pay overtime compensation to Plaintiff and Putative Class members;
- b. Requiring Putative Class members to work for periods of five (5) or more consecutive hours without having at least a half-hour, off-duty break for meals;
- c. Failing to pay Plaintiff and Putative Class members their premium wages earned while working without the legally mandated meal and rest breaks;
- d. Upon information and belief, failing to properly indemnify Plaintiff and Putative Class members for employment-related business expenses and losses, or providing reimbursements for business expenses;
- e. Failing to provide accurate itemized wage statements to Plaintiff and Putative

1 Class members;

2 f. Failing to maintain accurate payroll records showing the actual hours worked
3 each day by Plaintiff and Putative Class members; and

4 g. Failing to pay all accrued overtime, and meal and rest period compensation to
5 Plaintiff and Putative Class members upon termination of their employment.

6 87. Plaintiff lost money and property as a result of Defendants' unlawful business practices
7 described above.

8 88. Pursuant to the UCL, Plaintiff and Putative Class members are entitled to restitution of
9 money or property acquired by Defendants by means of such unlawful business practices, in amounts
10 not yet known, but to be ascertained at trial.

11 89. Pursuant to the UCL, Plaintiff and Putative Class members are entitled to injunctive relief
12 against Defendants' ongoing unlawful business practices. If an injunction does not issue enjoining
13 Defendants from engaging in the unlawful business practices described above, Plaintiff and the general
14 public will be irreparably injured.

15 90. Plaintiff has no plain, speedy, and adequate remedy at law. Defendants, if not enjoined by
16 this Court, will continue to engage in the unlawful business practices described above in violation of the
17 UCL, in derogation of the rights of Class members and of the general public.

18 91. Plaintiff's success in this action will result in the enforcement of important rights
19 affecting the public interest by conferring a significant benefit upon the general public.

20 92. Defendants' numerous violations of local and California law, as well as the other
21 statutory and regulatory violations alleged herein, constitute unlawful business actions and practices in
22 violation of Business and Professions Code section 17200, *et seq.*

23 93. Pursuant to Business and Professions Code section 17200, *et seq.*, Plaintiff and the
24 Putative Class members are entitled to restitution for all overtime, meal and rest period compensation,
25 on information and belief unpaid business expenses, and interest that were withheld and retained by
26 Defendants during a period that commences four years prior to the filing of this action and a declaration
27 that Defendants' business practices are unfair within the meaning of the statute, in addition to an award
28 of attorneys' fees and costs pursuant to Code of Civil Procedure section 1021.5 and other applicable law,

1 and costs.

2 **SEVENTH CAUSE OF ACTION - REPRESENTATIVE ACTION**
3 **Violations of the Labor Code Private Attorneys General Act of 2004 (“PAGA”)**
4 [Labor Code § 2698, *et seq.*]
(On Behalf of Plaintiff and Putative Class Members)

5 94. Plaintiff brings a claim under California Labor Code sections 2698–99 in a representative
6 capacity on behalf of current and former Instructional Entrepreneurs who were subjected to the
7 unlawful wage and hour practices alleged herein and below.

8 95. The Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698
9 *et seq.*, grants California employees the right to bring a civil action for the violation of any provision of
10 the Labor Code on behalf of themselves and other current or former employees in order to recover civil
11 penalties. PAGA is intended to assist in the achievement of maximum compliance with state labor laws
12 by empowering aggrieved employees to act as private attorneys general in order to recover civil
13 penalties for Labor Code violations that would otherwise be prosecuted by the state. *See Arias v. Super.*
14 *Ct.* (2009) 46 Cal. 4th 969, 980.

15 96. On September 17, 2020 pursuant to Labor Code section 2699.3, Plaintiff sent a PAGA
16 notice to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific
17 provisions of the Labor Code that Plaintiff alleges Defendants have violated, including the facts and
18 theories to support the violations. The LWDA received Plaintiff’s PAGA notice that same day:
19 September 17, 2020. **See Exhibit 1.** The sixty-five-day time limit for the agency to respond fell on
20 Saturday, November 21, 2020. Therefore, Plaintiff has exhausted their administrative remedies.

21 97. PAGA permits an aggrieved employee to collect the civil penalty authorized by law and
22 normally collectible by the LWDA. To address violations for which no penalty has been established,
23 Section 2699(f) creates a private right of action for aggrieved employees and a default penalty in the
24 amount of one-hundred dollars (\$100) for each aggrieved employee per pay period for the initial
25 violation, and two-hundred dollars (\$200) for each aggrieved employee per pay period for each
26 subsequent violation. *See Lab. Code § 2699(f).* Plaintiff will seek to collect civil penalties for
27 Defendant’s Labor Code violations under California Labor Code sections 201-204, 223, 226, 226.3,
28 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1198, 2698, 2802, and IWC Wage Order No. 5-2001.

98. Specifically, and as described above, Plaintiff alleges that while Defendants misclassified Plaintiff and aggrieved employees as exempt employees and failed to pay them appropriate overtime compensation, failed to provide them with lawful meal or rest breaks, failed to pay them missed break premiums, failed to reimburse all business expenses, failed to timely pay all wages due, failed to provide accurate, itemized wage statements in violation of the California Labor Code and the corresponding IWC Wage Order No. 5-2001.

99. Plaintiff is an “aggrieved employee” as defined by PAGA, as are all other current and former Instructional Entrepreneurs who worked for Defendants at any time between April 6, 2019 and the final disposition of this action. Plaintiff contends that each of the Instructional Entrepreneurs was an employee of Defendants, making Defendants liable for the alleged PAGA penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the Putative Class, requests judgment and the following specific relief against Defendants as follows:

1. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure section 382;

2. A declaratory judgment that Defendants have knowingly and intentionally violated the following provisions of the Labor Code, IWC Wage Orders 5-2001, and PAGA as to Plaintiff and Putative Class members:

a. Labor Code sections 510, 558, 1194 *et seq.*, 1198, IWC Wage Orders, and PAGA by failing to pay overtime compensation to Class members;

b. Labor Code sections 226.7 and 512, IWC Wage Order 5-2001, and PAGA by failing to provide thirty (30) minute, off-duty meal periods to Plaintiff and Putative Class members;

c. California Labor Code section 226.7, IWC Wage Order 5-2001, and PAGA by failing to provide ten (10) minute, paid, duty-free rest periods to Plaintiff and Putative Class members;

d. Labor Code section 2802 and PAGA by failing to indemnify Plaintiff and Putative Class members for all necessary business expenses;

e. Labor Code sections 226, 226.3, 1174, IWC Wage Order 5-2001, and PAGA by failing to

1 provide Plaintiff and Putative Class members with itemized statements of total hours
2 worked with each payment of wages and failing to maintain payroll records of the actual
3 hours worked;

4 f. Labor Code sections 201-204 and PAGA for failure to pay overtime and meal period
5 compensation timely, including at the time of termination of employment, resulting in
6 unpaid waiting time penalties, and to timely pay overtime by the next pay period after
7 which the overtime hours were worked;

8 g. Business & Professions Code sections 17200-17209 by failing to pay Putative Class
9 members overtime compensation, by failing to provide off-duty meal periods and/or pay
10 meal and rest period compensation to Putative Class members, by failing to reimburse
11 Putative Class members for necessary business expenses, by failing to provide Putative
12 Class members with itemized wage statements showing all hours worked, by failing to
13 maintain payroll records that document all hours worked by Putative Class members, and
14 by willfully failing to pay all compensation owed to Putative Class members timely
15 including upon termination of employment;

16 3. That Defendants' actions are found to be willful and/or in bad faith to the extent
17 necessary under: sections 201, 202, 203, and 204 of the California Labor Code for willful failure to pay
18 all compensation owed at the time of separation to Plaintiff and the Class members no longer employed
19 by Defendants, and to pay overtime compensation by the date of the next pay period following the
20 period in which the overtime compensation was earned; section 226 of the California Labor Code for
21 failure to provide the required accurate and itemized wage statements to Plaintiff and Putative Class
22 members; and section 1174.5 for failing to maintain accurate records;

23 4. An award to Plaintiff and Putative Class members of damages in the amount of necessary
24 business expenses, unpaid overtime, and meal period compensation, including interest thereon, subject
25 to proof at trial;

26 5. An award to Plaintiff and Putative Class members of statutory penalties because of
27 Defendants' failure to provide Plaintiff and Putative Class members with itemized wage statements that
28 comply with the requirements of California Labor Code section 226, subject to proof at trial;

1 6. An award of payments due to them as waiting time penalties as to those Putative Class
2 members who have left Defendants' employ, pursuant to Labor Code section 203;

3 7. An award of civil penalties for failure to reimburse business expenses, provide off-duty
4 rest periods, provide off-duty meal periods, pay overtime compensation, furnish accurate itemized wage
5 statements, pay earned wages upon discharge under the PAGA.

6 8. That Defendants be ordered to pay restitution to Plaintiff and Putative Class members for
7 amounts acquired through Defendants' unlawful activities pursuant to Business and Professions
8 Code sections 17200-05 and enjoined to cease and desist from unlawful and unfair activities in violation
9 of Business and Professions Code section 17200 *et seq.*;

10 9. That the Court issue declaratory relief that Defendants' challenged policies are unlawful;

11 10. An award to Plaintiff and the Class members of reasonable attorneys' fees and costs,
12 pursuant to California Code of Civil Procedure section 1021.5 and California Labor Code sections 226,
13 1194, 2699(g) and 2802, and/or other applicable law; and

14 11. An award to Plaintiff and Class members of such other and further relief, in law or
15 equity, as this Court deems appropriate and just.

16 DATED: November 23, 2020

TERP LAW

17
18 By: _____

RACHEL TERP

Attorneys for Plaintiff Andrea O'Neal-Roberts
the Putative Class, and the general public

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DATED: November 23, 2020

By: Rachel Terp
RACHEL TERP
 Attorneys for Plaintiff Andrea O'Neal-Roberts,
 the Putative Class, and the general public

VERIFICATION OF PLEADING
(Code of Civil Procedure §§ 446, 2015.5)

I, the undersigned, certify and declare:

1. I am the plaintiff in the foregoing amended complaint.
2. I have read the foregoing amended complaint and know the contents thereof.
3. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct. Executed on
November 23, 2020 in the County of Sacramento, California

Signature, Andrea O'Neal-Roberts
Andrea O'Neal-Roberts

EXHIBIT 1

Terp Law

2831 Telegraph Ave., Oakland, CA 94609 • (510) 550-5103 • rachel@terplaw.com

September 16, 2020

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000, MIC-55
Sacramento, CA 95814
(916)-653-9900

Re: O'Neal v. The Whole Cart, LLC and Off the Grid Services, LLC

Dear Sir or Madam:

Our office and co-counsel law firm Levy Vinick Burrell Hyams LLP, represent the Plaintiff Andrea O'Neal in the above-captioned matter concerning putative class claims under California law for unpaid overtime compensation, denied meal and rest breaks, failure to provide timely, accurate, itemized wage statements, waiting time penalties, failure to pay restitution, statutory penalties, interest, and attorneys' fees and costs against The Whole Cart, LLC (which does business in the United States as "The Whole Cart") and Off the Grid Services, LLC (which does business in the United States as "Off the Grid") (referred to herein collectively as "Defendants"). Plaintiff and other individuals were employed by Defendants as InsTrucktional Entrepreneurs and other similar positions.

I am writing this letter to the LWDA pursuant to the exhaustion requirements of Labor Codes sections 2699 and 2699.3, because my client intends to file a lawsuit very soon and intends to add claims on behalf of herself and other aggrieved employees under the Private Attorney General Act ("PAGA"). The purpose of my letter is to find out whether the LWDA intends to investigate my client's allegations of violations of Labor Code sections 201-204, 223, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1198, 2698, Industrial Welfare Commission Wage Order No. 5-2001, and Code of Civil Procedure section 1021.5. The following is a brief summary of my client's allegations against Defendants.

This is an action for relief from Defendants' unlawful refusal to pay its InsTrucktional Entrepreneurs appropriate overtime compensation and to provide them with lawful meal or rest breaks, to pay missed break premiums, to reimburse all business expenses, as well as other associated violations of the California Labor Code. Defendants are food service companies that specialize in mobile food truck events and catering. InsTrucktional Entrepreneurs work as employees of Defendants as part of a paid internship program called InsTrucktional.

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Plaintiff and other aggrieved InsTrucktional Entrepreneurs perform non-exempt work for Defendants. However, Defendants classify them as exempt employees, thus depriving them of the compensation, breaks, and paystubs to which they are legally entitled.

Defendants advertise the expectation that InsTrucktional Entrepreneurs will work more than 40 hours per week and as many as 60 hours per week. Indeed, InsTrucktional Entrepreneurs are and were frequently required to work far in excess of forty hours per week without lawful meal or rest breaks.

InsTrucktional Entrepreneurs are not “executive employees.” Although exemptions to the wage and hour laws exist for “executive employees,” those exemptions are narrowly construed to apply to individuals whose duties and responsibilities involve management of the enterprise, or of a customarily-recognized department or subdivision. Executive employees have the authority to hire and fire, or command particularly serious attention to their recommendations regarding such actions. Executive duties would include the exercise of discretion and independent judgment with respect to matters of significance. Executive employees must be engaged in executive duties more than 50% of their worktime. Plaintiff and other aggrieved InsTrucktional Entrepreneurs work in Defendants’ kitchens, food trucks, and food stands, with the majority of their time spent performing non-exempt duties such as chopping food, loading food trucks, driving food trucks, and cleaning. Indeed, Defendants pay truck supervisors, truck drivers, and line cooks to do much of the same work on an hourly basis. Plaintiff and aggrieved employees have no hiring, firing, or related authority. Plaintiff and aggrieved employees do not exercise discretion and independent judgment over matters of significance, as they are interns, subject to meeting certain “goals” as they moved through the internship, under the supervision of managers.

InsTrucktional Entrepreneurs are not “administrative employees.” Although exemptions to wage and hour laws exist for “administrative employees,” those exemptions are narrowly construed to apply to office or non-manual work directly related to the management or general business operations of the employer or the employer’s customers. Administrative duties would include the exercise of discretion and independent judgment with respect to matters of significance. Administrative employees must be engaged in executive duties more than 50% of their worktime. In addition to the reasons stated above, Plaintiff and aggrieved employees are not “administrative employees” because their work primarily involves making the product and providing the service offered to customers by Defendants, rather than working as administrators of Defendants’ general business operations or as makers of Defendants’ overarching policies.

No other exemptions under California law apply to InsTrucktional Entrepreneurs. They do not meet the professional exemption’s because their work does require knowledge acquired by a prolonged course of specialized intellectual instruction and study. The outside sales exemption does not apply because the limited sales activity involved in their

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job took place in Defendants' designated workplaces. The commissioned employee exemption does not apply because they did not earn commission.

Based on the forgoing, Plaintiff alleges the following willful violations of California law by Defendants, that form the basis of her PAGA penalties claims:

1. Defendants' policies and procedures required InsTrucktional Entrepreneurs to be subject to the control of Defendants in excess of eight hours per workday, in excess of forty hours per week, and on the seventh day worked in a single workweek, and Defendants unlawfully failed to pay InsTrucktional Entrepreneurs the proper overtime compensation, in violation of IWC Wage Order No. 5-2001 and Labor Code sections 510, 558, 1194, 1198, 2689 *et seq.*;
2. Defendants failed to provide InsTrucktional Entrepreneurs with lawful meal or rest periods, or to pay meal and rest break premiums, in violation of IWC Wage Order No. 5-2001 and Labor Code section 226.7, 512, 558, and 2698, *et seq.*;
3. Defendants failed to indemnify Plaintiff and other InsTrucktional Entrepreneurs for all necessary expenditures incurred. Defendants did not reimburse Plaintiff and other aggrieved employees for the use of their cell phone plans for job related purposes, as well as certain marketing expenses in violation of Labor Code sections 558, 2802, 2698, *et seq.*
4. Defendants failed to provide to InsTrucktional Entrepreneurs timely, accurate, itemized wage statements including, *inter alia*, of rates of pay and hours worked, in violation of Labor Code sections 226, 226.3, and 2698 *et seq.*;
5. Defendants failed to keep payroll records showing total hours worked and wages paid to employees, in violation of Labor Code sections 1174(d), 1174.5, and 2698 *et seq.*;
6. Defendants failed to provide prompt payment of wages to InsTrucktional Entrepreneurs upon termination and resignation in violation of Labor Code sections 201, 202, 203, 256, and 2698 *et seq.*;
7. Defendants failed to pay all wages twice during each calendar month on days designated in advance by the employer as the regular paydays in violation of Labor Code sections 204 and 2698 *et seq.*

Thank you for your assistance and cooperation in this matter. Please contact the undersigned if you have any questions. We look forward to your response at your earliest convenience.

Sincerely,



Rachel M. Terp, Esq.
cc: (by certified mail)

Terp Law

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Off the Grid Services, LLC
2 Marina Blvd.
Fort Mason Ctr.
Bldg. C 370
San Francisco, CA 94123

The Whole Cart, LLC
2 Marina Blvd.
Fort Mason Ctr.
Bldg. C 370
San Francisco, CA 94123

Rachel Terp

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, September 17, 2020 3:34 PM
To: Rachel Terp
Subject: Thank you for submission of your PAGA Case.

9/17/2020

LWDA Case No. LWDA-CM-806738-20
Law Firm : Terp Law
Plaintiff Name : Andrea O'Neal
Employer: The Whole Cart, LLC

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm