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Superior Court of California
County of Stanislaus
Clerk of the Court
By: James Xiong, Deputy

Attorneys for Plaintiff Tiffany Rodriguez

\$435 PAID

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF STANISLAUS**

10 **TIFFANY RODRIGUEZ, an individual,**

11 **Plaintiff,**

12 **vs.**

13 **KAPOOR GURPAL, an individual dba**
14 **Bonfare Market #43; and DOES 1-100,**
15 **inclusive,**

16 **Defendants.**

Case No.: CV-20-005589

COMPLAINT

1. **FAILURE TO PAY OVERTIME**
2. **FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS**
3. **FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS**
4. **FAILURE TO PAY ALL WAGES DUE UPON CESSATION OF EMPLOYMENT**
5. **PRIVATE ATTORNEYS GENERAL ACT**
6. **RETALIATION (LAB. CODE, § 98.6)**
7. **RETALIATION (LAB. CODE, § 1102.5)**

This case has been assigned to Judge Freeland, John D

Department Dept. 23 for all purposes including Trial.

21 Plaintiff Tiffany Rodriguez brings this action against Kapoor Gurpal, an individual dba
22 Bonfare Market #43; and Does 1 through 100, for violations of the Labor Code.

23 **PARTIES**

24 1. Tiffany Rodriguez ("Rodriguez" or "Plaintiff") at all times relevant herein was
25 employed in Stanislaus County, California and was an "employee" as defined by the California
26 Labor Code.

27 ///

2. Kapoor Gurpal (“Gurpal” or “Defendant”) is an individual dba Bonfare Market #43, a resident of California and, at all times relevant herein, was an “employer” as defined by the California Labor Code.

3. Gurpal and Does 1-100 are collectively referred to as Defendants.

4. 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 sues 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 alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's 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.

5. 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

6. Venue is proper in this Court because the unlawful acts alleged herein took place in Stanislaus County and Rodriguez's place of employment with Defendants was, at all times relevant herein, located within Stanislaus County. Plaintiff hereby demands a jury trial.

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GENERAL ALLEGATIONS

7. Rodriguez was hired on or around July 1, 2020 by Gurpal as a Cashier to work at Bonfare Market #43 (a gas station and convenience store) in Modesto, California. (On information and belief, Gurpal is a franchisee of Bonfare Markets, Inc.) Rodriguez's employment with Gurpal ended on or around September 1, 2020.

8. At all times relevant during her employment with Gurpal, Rodriguez was eligible for overtime and rest and meal periods under the California Labor Code and applicable Wage Orders of the Industrial Welfare Commission.

9. Rodriguez was routinely denied meal periods. She frequently worked shifts in excess of five hours; nonetheless, she was not provided with the opportunity to take an uninterrupted, thirty-minute meal period for each such workshift.

10. Just after Rodriguez's hire, or around July 3, 2020, Gurpal demanded that Rodriguez execute a "Break Notification/Waiver". (**Exhibit 1.**) This document would suggest that Rodriguez voluntarily waived her right to take meal periods in any instance ("whenever[] I work more than five hours in one shift"). However, such a waiver would be ineffective; Labor Code section 512, subdivision (a) holds that meal periods can only be waived by mutual consent "if the total work period per day of the employee is *no more than six hours*" (emphasis added). Rodriguez frequently worked more than six hours, yet still she was not provided with compliant meal periods. Nor was she provided with an hour of pay at her regular rate of compensation for each meal period that was not provided to her in accordance with California law. Accordingly, Gurpal violated Labor Code sections 226.7 and 512.

11. Furthermore, Gurpal refused to pay Rodriguez overtime wages to which she was entitled. For just one example, in the workweek of August 17-23, 2020, Rodriguez worked no less than 43 hours. (**Exhibit 2.**) However, Rodriguez was not paid time and one-half for all hours worked in excess of 40. (**Exhibit 3.**) Furthermore, and though she worked on the seventh day (Sunday) of that workweek, she was not paid time and one-half for any of those hours. (*Id.*)

1 12. Additionally, Rodriguez was furnished itemized wage statements which did not
2 comply with the Labor Code. Insofar as Rodriguez was not paid her earned overtime as well as
3 “premium pay” for meal period violations, the wage statements issued to her did not accurately
4 show the gross and net wages earned, in violation of Labor Code section 226, subdivisions (a)(1)
5 and (5). Also because she was not paid overtime, the wage statements did not accurately show all
6 applicable hourly rates and the corresponding number of hours, in violation of Labor Code section
7 226, subdivision (a)(9). Separately, and without regard to any separate wage-and-hour violation,
8 the wage statements did not show the complete address of the legal entity that is the employer
9 (omitting the city), in violation of Labor Code section 226, subdivision (a)(8). **(Exhibit 3.)**

10 13. In or around late August 2020, Rodriguez complained to the store manager,
11 Harpreet Walia (“Walia”), that she was working long shifts without any meal breaks. In retaliation
12 for this complaint, Gurpal wrote Rodriguez up for pretextual reasons, but also accused her of
13 “misunderstanding about break time (which she misunderstood even she [sic] signed the break
14 waiver)”. **(Exhibit 4.)** Put differently, Gurpal’s response to Rodriguez’s complaint that she was not
15 receiving meal breaks was to falsely claim that Rodriguez was not entitled to meal periods and to
16 write her up for having the temerity to assert otherwise. Gurpal demanded that Rodriguez sign this
17 write-up but, when she declined because she was unwilling to work without meal periods, Gurpal
18 fired her in a further act of retaliation.

19 14. At no point since her termination has Rodriguez been paid all wages due and owing,
20 in violation of Labor Code section 201.

21 15. The foregoing Labor Code violations, and each of them, were committed against
22 current and other former California employees of Gurpal, and within the last year.

23 16. On October 2, 2020, Rodriguez provided written notice to Gurpal and the California
24 Labor and Workforce Development Agency (“LWDA”) regarding the foregoing alleged violations
25 of the Labor Code, including the facts and theories to support those allegations. **(Exhibit 5.)**

26 17. As of the filing of this Complaint, more than 65 calendar days after Rodriguez’s
27 written notice, the LWDA has not provided written notice that it intends to investigate any of

1 Rodriguez's allegations as set forth above. Accordingly, Rodriguez has satisfied the administrative
2 prerequisites under Labor Code section 2699.3 to bring a civil action to recover civil penalties
3 against Defendants, in addition to other remedies, for violations of the California Labor Code.

4 18. The foregoing list of misconduct is a partial list only, and set forth by way of
5 example.

6 **FIRST CAUSE OF ACTION**
7 **FAILURE TO PAY OVERTIME**
8 **(Lab. Code, § 510)**
Against Defendants

9 19. Plaintiff hereby realleges and incorporates by reference each and every allegation
10 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
11 allegations of this cause of action.

12 20. Pursuant to California Labor Code section 510, any work in excess of eight hours in
13 one workday and any work in excess of 40 hours in any one workweek and the first eight hours
14 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
15 less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12
16 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an
17 employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall
18 be compensated at the rate of no less than twice the regular rate of pay of an employee.

19 21. Pursuant to Labor Code section 1198 and the applicable IWC Wage Order(s), it is
20 unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or
21 two-times that person's regular rate of pay, depending upon the number of hours worked by the
22 person on a daily or weekly basis.

23 22. During the relevant time period, Plaintiff regularly and/or consistently worked in
24 excess of eight hours per day, in excess of forty hours per workweek, in excess of six days per
25 workweek, and in excess of twelve hours per day.

26 23. During the relevant time period, Defendants intentionally and willfully failed to pay
27 overtime wages owed to Plaintiff.

1 24. Pursuant to California Labor Code section 1194(a), notwithstanding any agreement
2 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
3 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
4 balance of the full amount of this minimum wage or overtime compensation, including interest
5 thereon, reasonable attorney's fees, and costs of suit.

6 25. Wherefore, Plaintiff has been injured as set forth above and requests relief as
7 hereafter provided.

8 **SECOND CAUSE OF ACTION**
9 **FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS**
10 **(Lab. Code, §§ 226.7, 512)**
 Against Defendants

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

14 27. Labor Code § 226.7 requires employers to provide employees meal breaks as mandated
15 by Order of the Industrial Welfare Commission. It states:

- 16 a. No employer shall require any employee to work during any meal or
17 rest period mandated by an applicable order of the Industrial Welfare
18 Commission.
- 19 b. If an employer fails to provide an employee a meal period or rest
20 period in accordance with an applicable order of the Industrial
21 Welfare Commission, the employer shall pay the employee one
22 additional hour of pay at the employee's regular rate of
23 compensation for each work day that the meal or rest period is not
24 provided.

25 28. Labor Code § 512(a) and the applicable Wage Order(s) provide that an employer may
26 not employ a person for a work period of more than 5 hours per day without providing that employee a
27

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

7 29. During the relevant time period, Plaintiff was not provided with compliant meal breaks,
8 nor did he receive an additional hour of premium pay for each non-compliant meal break.

9 30. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
10 provided.

11 **THIRD CAUSE OF ACTION**
12 **FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS**
13 **(Lab. Code, § 226, subd. (a))**
14 **Against Defendants**

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

18 32. Pursuant to Labor Code section 226, subdivision (a), "every employer shall,
19 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a
20 detachable part of the check, draft, or voucher paying the employee's wages, or separately when the
21 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross
22 wages earned, (2) total hours worked by the employee . . . , (3) the number of piece-rate units earned
23 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net
24 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
25 employee and only the last four digits of his or her social security number or an employee
26 identification number, (8) the name and address of the legal entity that is the employer . . . , (9) all
27 applicable hourly rates in effect during the pay period and corresponding number of hours worked at
28

1 each hourly rate by the employee and, if the employer is a temporary services employer . . . , the rate of
2 pay and the total hours worked for each temporary services assignment.”

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

9 34. An employee is deemed to suffer injury if the employer fails to provide a wage
10 statement or if the employer fails to provide accurate and complete information as required by any one
11 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
12 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
13 during the pay period or any of the other information required to be provided pursuant to Labor Code
14 section 226, subdivision (a)(2)-(4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the
15 name and address of the employer and iv) the name of the employee and the last four digits of his or
16 her social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A)
17 and (B)(i)-(iv).) “Promptly and easily determine” means a reasonable person would be able to readily
18 ascertain the information without reference to other documents or information. (Lab. Code, § 226,
19 subd. (e)(2)(C).)

20 35. During the relevant time period, Defendants intentionally and willfully failed to furnish
21 accurate itemized wage statements in violation of Labor Code section 226, subdivision (a).

22 36. Wherefore, Plaintiff has been injured as set forth above and requests relief as
23 hereinafter provided.

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FOURTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE UPON CESSATION OF EMPLOYMENT
(Lab. Code, § 201)
Against Defendants

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

38. Labor Code section 201 requires an employer to pay an employee all wages earned and unpaid at the time the employer discharges the employee. Labor Code section 202 requires an employer to pay the employee all wages due no later than 72 hours after the employee quits his employment.

39. Labor Code section 203 provides: “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days”.

40. During the relevant time period, Defendants failed to pay Plaintiff all earned but unpaid wages upon cessation of employment.

41. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

FIFTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Lab. Code, § 2698 *et seq.*)
Against Defendants

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

43. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the LWDA for violations

1 of the Labor Code may, as an alternative, be recovered through a civil action brought by an
2 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
3 to the procedures outlined in Labor Code section 2699.3.

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

9 45. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable
10 in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is
11 specifically provided, one hundred dollars (\$100) for each aggrieved employee per pay period for
12 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
13 each subsequent violation.

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

19 47. Wherefore, Plaintiff and other employees (current and former) have been aggrieved
20 as set forth above and request relief as hereafter provided.

21 **SIXTH CAUSE OF ACTION**
22 **RETALIATION**
23 **(Lab. Code, § 98.6)**
24 **Against Defendants**

25 48. Plaintiff hereby realleges and incorporates by reference each and every paragraph
26 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
27 allegations of this cause of action.

1 49. Labor Code section 98.6, subdivision (a) provides that “[a] person shall not
2 discharge an employee or in any manner discriminate, retaliate, or take any adverse action against
3 any employee or applicant for employment because the employee or applicant engaged in any
4 conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96,
5 and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or
6 applicant for employment has filed a bona fide complaint or claim or instituted or caused to be
7 instituted any proceeding under or relating to his or her rights that are under the jurisdiction of the
8 Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or
9 because the employee has initiated any action or notice pursuant to Section 2699, or has testified or
10 is about to testify in a proceeding pursuant to that section, or because of the exercise by the
11 employee or applicant for employment on behalf of himself, herself, or others of any rights
12 afforded him or her.”

13 50. Nevertheless, as set forth above, Defendants retaliated against Plaintiff because of
14 exercising of rights provided under the Labor Code.

15 51. The acts taken toward Plaintiff were carried out by and/or ratified by Defendants
16 and/or managing agents/employees of Defendants acting in an oppressive, fraudulent and malicious
17 manner in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

18 52. Wherefore, Plaintiff has been injured as set forth above and requests relief as
19 hereafter provided.

20 **SEVENTH CAUSE OF ACTION**
21 **RETALIATION**
22 **(Lab. Code, § 1102.5)**
 Against Defendants

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

26 54. Labor Code section 1102.5, subdivision (b) provides that “[a]n employer, or any
27 person acting on behalf of the employer, shall not retaliate against an employee for disclosing

1 information, or because the employer believes that the employee disclosed or may disclose
2 information, to a government or law enforcement agency, to a person with authority over the
3 employee or another employee who has the authority to investigate, discover, or correct the
4 violation or noncompliance, or for providing information to, or testifying before, any public body
5 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe
6 that the information discloses a violation of state or federal statute, or a violation of or
7 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the
8 information is part of the employee's job duties.

9 55. Nevertheless, as set forth above, Defendants violated Labor Code section 1102.5.

10 56. Defendants' actions towards Plaintiff were committed or ratified by Defendants,
11 and/or their managing agents and/or employees in an oppressive, fraudulent, and malicious manner
12 in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

13 57. Wherefore, Plaintiff has been injured as set forth above and requests relief as
14 hereafter provided.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

17 **For the First through Fourth Causes of Action:**

- 18 1. For unpaid wages, including rest and meal premiums;
- 19 2. That this Court award injunctive relief, including that available under Labor Code
20 section 226(h);
- 21 3. That this Court award statutory penalties including, but not limited to, those
22 available under Labor Code sections 203 and 226(e);
- 23 4. That this Court award statutory attorneys' fees and costs, including those available
24 under Labor Code sections 218.5, 226, subdivision (e)(1), and 1194, as well as
25 Code of Civil Procedure section 1021.5;

26 ///

27 ///

1 5. That this Court award prejudgment and post-judgment interest according to any
2 applicable provision of law or as otherwise permitted by law, including those
3 available under Civil Code sections 3287(a) and 3289(b); and

4 6. That this Court award such other and further relief as the court deems just and
5 proper.

6 **For the Fifth Cause of Action:**

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

9 2. For injunctive relief;

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

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

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

16 **As to the Sixth and Seventh Causes of Action:**

17 1. For compensatory damages (general and special);

18 2. For punitive damages;

19 3. For injunctive relief;

20 4. For statutory attorneys' fees and costs, including those available under Code of
21 Civil Procedure section 1021.5;

22 5. For prejudgment and post-judgment interest according to any applicable provision
23 of law or as otherwise permitted by law, including but not limited to that available
24 under Civil Code sections 3287, subdivision (a) and 3289, subdivision (b); and

25 6. For all other and further relief as the court deems just and proper.

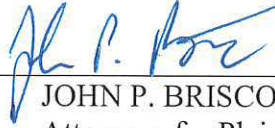
26 ///

27 ///

1 **DATED:** December 11, 2020

MAYALL HURLEY P.C.

2 By



3 JOHN P. BRISCOE

4 Attorneys for Plaintiff

5 TIFFANY RODRIGUEZ

Exhibit 1

Bonfare Market #43, Inc.

BREAK NOTIFICATION/WAIVER*

Date. 7/3/20

Tiffany Rodriguez, do hereby waive my right to take a thirty minute meal break, even when I am entitled to one, whenever, I work more than five hours in one shift. I also, understand that even with this waiver in place, in the event of a specific shift that I would desire a thirty-minute meal break, I can notify the department supervisor at the start of my shift that I will be requiring a break that day and the supervisor will ensure that I receive that break. I understand that when I do take a thirty-minute break I am required to clock out for this period and will not be paid for that time.

T2
Employee

[Signature]
Manager

Exhibit 2



Timesheet form.xlsx



Sheet1

Sheet2

Sheet3

Tiffany Rodriguez

Timesheet form		Name		Tiffany		Pay rate		\$12.00	
		Date from		To					
		8/15		8/31					
Days	Date	In	Out	In	Out	In	Out	Total	Office use
Sun									
Mon	8-17-20	8:00	12:00	12:50	4:30			8 hr	✓
Tue	8-18-20	9:00	12:30	1:00	4:30			7 hr	✓
Wed	8-19-20	6:00	12:30	1:00	2:00			7 1/2 hr	✓
THU	8-20-20	11:00	2:45	3:15	10:30			7 hrs	✓
SAT	8-22-20	6:00	1:00	1:30	2:00			7 1/2 hr	✓
Sun	8-23-20	10:00	4:00					6 hrs	✓
	8-24-20	11:00	5:00					6 hrs	✓
WED	8-26-20	5:00	7:00	7:30	12:30			7 hr	✓
THU	8-27-20	5:00	6:00	6:30	12:30			7 hr	✓
SAT	8-29-20	10:00	2:00					4 hr	✓
Wed									
Thu									
Fri									
Sat									
Sun									
Mon	8/31	11 AM	3 PM					4 hr	✓
Tue									
Wed									
Thu									
Fri									
Sat									
Sun									
Mon									
Tue									
Wed									
Thu									
Fri									
Sat									
Total								71	✓
Office use									

71

Exhibit 3

Employee
Tiffany E Rodriguez

SSN
-**-*

Pay Period: 08/16/2020 - 08/31/2020

Pay Date: 08/31/2020

Earnings and Hours	Hours	Rate	Current	YTD Amount
Hourly	71:00	12.00	852.00	1,692.00

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	0.00	
Social Security Employee	-52.82	-104.90
Medicare Employee	-12.35	-24.53
CA - Withholding	-10.55	-10.55
CA - Disability	-8.52	-16.92
	-84.24	-156.90

Net Pay	767.76	1,535.10
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Exhibit 4

on the day of 08/31/2020 at 1:30pm
at Bonjore 43 we had meeting with.

Tiffany regarding the issues mention
below.

- 1: Repeatedly late from work
- 2: Few times could not show up on work
due to her own personal reason.
- 3: misunderstanding about break time.
(which she misunderstood even she
signed the break waiver)
- 4: Disrespectful and loud tone during
conversation with co-workers
in writing and verbal.
- 5: Cigarette counting Missing.

After discussing with Tiffany she
agreed that all these allegations

Exhibit 5

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

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450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91203
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JOHN P. BRISCOE
VLADIMIR J. KOZINA
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

October 6, 2020

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Bonfare Markets #43
145 N. Santa Cruz Ave.
Modesto, CA 95354-2716

Bonfare Markets, Inc.
461 S. Milpitas Blvd., Suite 1
Milpitas, CA 95035

Re: Tiffany Rodriguez

To whom it may concern:

This firm represents Tiffany Rodriguez in relation to her joint employment with Bonfare Markets #43 and Bonfare Markets, Inc. (collectively "Employers"). In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Rodriguez's written notice to the Labor and Workforce Development Agency ("LWDA") and Employers regarding the following violations, and facts and theories supporting those violations, on Ms. Rodriguez's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Employers.

Ms. Rodriguez was hired on or around July 1, 2020 by Employers as a Cashier to work at Employers' business location (a gas station and convenience store) in Modesto, California. At all times relevant herein, Ms. Rodriguez has been eligible for rest and meal periods under the California Labor Code and applicable Wage Orders of the Industrial Welfare Commission.

Ms. Rodriguez has been routinely denied meal periods to which she is entitled under the Labor Code. She frequently works shifts that are in excess of five hours; nonetheless, she has not been provided with the opportunity to take an uninterrupted, thirty-minute meal period for each such workshift. Employers recently produced to my office Ms. Rodriguez's personnel records, including a purported "Break Notification/Waiver". (Exhibit A.) This document would suggest that Ms. Rodriguez voluntarily waived her right to take meal periods in any instance

Labor and Workforce Development Agency
Bonfare Markets #43
Bonfare Markets, Inc.
Re: Tiffany Rodriguez
October 6, 2020
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("whenever[] I work more than five hours in one shift"). However, such a waiver would be ineffective; Labor Code section 512, subdivision (a) holds that meal periods can only be waived by mutual consent "if the total work period per day of the employee is no more than six hours". Ms. Rodriguez frequently worked more than six hours, yet still she was not provided with compliant meal periods. Nor was she provided with an hour of pay at her regular rate of compensation for each meal period that was not provided to her in accordance with California law. Accordingly, Employers violated Labor Code sections 226.7 and 512.

Additionally, Ms. Rodriguez was furnished itemized wage statements which did not comply with the Labor Code. Insofar as Ms. Rodriguez was not paid with "premium pay" for meal period violations, the wage statements issued to her did not accurately show the gross and net wages earned, in violation of Labor Code section 226, subdivisions (a)(1) and (5). Separately, the wage statements also did not show the complete address of the legal entity that is the employer (omitting the city), in violation of Labor Code section 226, subdivision (a)(8). (Exhibit B.)

The foregoing Labor Code violations, and each of them, were committed against current and other former California employees of Employers, and within the last year.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Ms. Rodriguez intends to file a civil complaint against Employers pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By


JOHN P. BRISCOE

Exhibit A

Bonfare Market #43, Inc.

BREAK NOTIFICATION/WAIVER*

Date.

7/3/20

Tiffany Rodriguez, do hereby waive my right to take a thirty minute meal break, even when I am entitled to one, whenever, I work more than five hours in one shift. I also, understand that even with this waiver in place, in the event of a specific shift that I would desire a thirty-minute meal break, I can notify the department supervisor at the start of my shift that I will be requiring a break that day and the supervisor will ensure that I receive that break. I understand that when I do take a thirty-minute break I am required to clock out for this period and will not be paid for that time.

T2
Employee

[Signature]
Manager

Exhibit B

Employee
Tiffany E Rodriguez,

SSN
-**-*

Pay Period: 08/16/2020 - 08/31/2020

Pay Date: 08/31/2020

Earnings and Hours	Hours	Rate	Current	YTD Amount
Hourly	71:00	12.00	852.00	1,692.00

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	
Federal Withholding	0.00	
Social Security Employee	-52.82	-104.90
Medicare Employee	-12.35	-24.53
CA - Withholding	-10.55	-10.55
CA - Disability	-8.52	-16.92
	-84.24	-156.90

Net Pay	767.76	1,535.10
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