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Case #20CV372311
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Bevin Allen Pike (SBN 221936)
Bevin.Pike@capstonelawyers.com
Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
Daniel Jonathan (SBN 262209)
Daniel.Jonathan@capstonelawyers.com
Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Victor Manuel Monroy Chavez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

VICTOR MANUEL MONROY CHAVEZ,
individually, and on behalf of other
members of the general public similarly
situated,

Plaintiff,

vs.

CAM-BAS, INC., a California corporation;
ORSA CORPORATION, a California
corporation; WILLCO MANAGEMENT,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 20CV372311

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);

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- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Victor Manuel Monroy Chavez, individually and on behalf of all other members
2 of the public similarly situated and as an aggrieved employee and on behalf of all other
3 aggrieved employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt, hourly
9 paid employees and received at least one wage statement and against whom one or more
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,
13 and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court
14 and will be established according to proof at trial. This Court has jurisdiction over this action
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this
16 action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages,
17 penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action because there is no
23 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”
24 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information
25 and belief, two-thirds or more of the class members and Defendants are citizens of California
26 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the
27 alleged wage and hour violations occurred in California; (c) significant relief is being sought
28 against Defendants whose violations of California wage and hour laws form a significant basis

1 for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years
2 on behalf of the same proposed class against Defendants asserting the same or similar factual
3 allegations.

4 3. Venue is proper in this Court, because Defendants filed Statement of Information
5 forms with the California Secretary of State designating a principal place of business in either San
6 Jose or San Martin, County of Santa Clara, in accordance with California Corporations Code
7 section 2105(a)(3). Venue is also proper in this Court because Defendants employ persons in this
8 county, and thus a substantial portion of the transactions and occurrences related to this action
9 occurred in this county.

10 **THE PARTIES**

11 4. Plaintiff Victor Manuel Monroy Chavez is a resident of Rohnert Park, in Sonoma
12 County, California. Defendants employed Plaintiff as an hourly paid, non-exempt Cashier from
13 approximately March 2009 to June 2019, and then as a Shift Manager until July 23, 2020.
14 Plaintiff worked for Defendants at their McDonald's restaurants located at 6600 Commerce
15 Blvd., in Rohnert Park, California, from approximately 2009 to 2018; at 1702 E. Cotati Ave.,
16 in Rohnert Park, California, from approximately 2018 to June 2019; and then at 4625 Redwood
17 Drive, in Rohnert Park, California from July 2019 to the end of his employment. During his
18 employment, Plaintiff typically worked eight (8) hours or more per day and five (5) days per
19 week. Plaintiff's primary job duties included, without limitation, operating the cash register,
20 taking customer orders, and monitoring and recording restaurant costs.

21 5. CAM-BAS, INC. was and is, upon information and belief, a California
22 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
23 throughout this county, the State of California, or the various states of the United States of
24 America.

25 6. ORSA CORPORATION was and is, upon information and belief, a California
26 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
27 throughout this county, the State of California, or the various states of the United States of
28 America.

1 7. WILLCO MANAGEMENT, INC. was and is, upon information and belief, a
2 California corporation, and at all times hereinafter mentioned, an employer whose employees
3 are engaged throughout this county, the State of California, or the various states of the United
4 States of America.

5 8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
6 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
7 complaint and serve such fictitiously named Defendants once their names and capacities
8 become known.

9 9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
10 were the partners, agents, owners, or managers of CAM-BAS, INC.; ORSA CORPORATION;
11 and/or WILLCO MANAGEMENT, INC., at all relevant times.

12 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the
13 acts and omissions alleged herein was performed by, or is attributable to, CAM-BAS, INC.;
14 ORSA CORPORATION; WILLCO MANAGEMENT, INC.; and/or DOES 1 through 10
15 (collectively, “Defendants” or “CAM-BAS”), each acting as the agent, employee, alter ego,
16 and/or joint venturer of, or working in concert with, each of the other co-Defendants and was
17 acting within the course and scope of such agency, employment, joint venture, or concerted
18 activity with legal authority to act on the others’ behalf. The acts of any and all Defendants
19 were in accordance with, and represent, the official policy of Defendants.

20 11. At all relevant times, Defendants, and each of them, ratified each and every act
21 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
22 and abetted the acts and omissions of each and all the other Defendants in proximately causing
23 the damages herein alleged.

24 12. Plaintiff is informed and believes, and thereon alleges, that each of said
25 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
26 omissions, occurrences, and transactions alleged herein.

27 13. Under California law, Defendants are jointly and severally liable as employers
28 for the violations alleged herein because they have each exercised sufficient control over the

1 wages, hours, working conditions, and employment status of Plaintiff and class members. Each
2 Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled
3 their work schedule and/or conditions of employment, determined their rate of pay, and
4 maintained their employment records. Defendants suffered or permitted Plaintiff and class
5 members to work and/or “engaged” Plaintiff and class members so as to create a common-law
6 employment relationship. As joint employers of Plaintiff and class members, Defendants are
7 jointly and severally liable for the civil penalties and all other relief available to Plaintiff and
8 class members under the law.

9 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
10 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
11 members because Defendants have:

- 12 (a) jointly exercised meaningful control over the work performed by Plaintiff
13 and class members;
- 14 (b) jointly exercised meaningful control over Plaintiff’s and class members’
15 wages, hours, and working conditions, including the quantity, quality
16 standards, speed, scheduling, and operative details of the tasks performed
17 by Plaintiff and class members;
- 18 (c) jointly required that Plaintiff and class members perform work which is
19 an integral part of Defendants’ businesses; and
- 20 (d) jointly exercised control over Plaintiff and class members as a matter of
21 economic reality in that Plaintiff and class members were dependent on
22 Defendants, who shared the power to set the wages of Plaintiff and class
23 members and determined their working conditions, and who jointly
24 reaped the benefits from the underpayment of their wages and
25 noncompliance with other statutory provisions governing their
26 employment.

27 15. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
28 there has existed a unity of interest and ownership between Defendants such that any

1 individuality and separateness between the entities has ceased.

2 16. CAM-BAS, INC.; ORSA CORPORATION; WILLCO MANAGEMENT, INC.;
3 and DOES 1 through 10 are therefore alter egos of each other.

4 17. Adherence to the fiction of the separate existence of Defendants would permit an
5 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
6 liability for the wrongful acts committed by them under the name CAM-BAS.

7 18. Plaintiff further alleges, upon information and belief, that Defendants CAM-
8 BAS, INC.; ORSA CORPORATION; and WILLCO MANAGEMENT, INC. are alter egos of
9 each other for the following reasons:

10 (a) On the California Secretary of State's website
11 (<https://businesssearch.sos.ca.gov/>), CAM-BAS, INC.; ORSA
12 CORPORATION; and WILLCO MANAGEMENT, INC. share the same
13 entity mailing address, "711 CALLE ARTIS, SAN JOSE, CA 95131;"

14 (b) According to their most recent "Statement of Information" forms filed
15 with the California Secretary of State, CAM-BAS, INC.; ORSA
16 CORPORATION; and WILLCO MANAGEMENT, INC. share the same
17 officers and directors, including:

18 i. "COSME FAGUNDO," who serves as Secretary and Chief
19 Financial Officer of CAM-BAS, INC.; Chief Executive
20 Officer, Chief Financial Officer, and Director of ORSA
21 CORPORATION; and Chief Executive Officer and Director
22 of WILLCO MANAGEMENT, INC.; and

23 ii. "DANIA FAGUNDO," who serves as Chief Executive Officer
24 of CAM-BAS, INC.; Secretary of ORSA CORPORATION;
25 and Chief Financial Officer of WILLCO MANAGEMENT,
26 INC.

27 (c) On information and belief, CAM-BAS, INC.; ORSA CORPORATION;
28 and WILLCO MANAGEMENT, INC. share the same agent for service

of process, “COSME FAGUNDO;” and

(d) CAM-BAS, INC.; ORSA CORPORATION; and WILLCO MANAGEMENT, INC. utilize the same standardized employment forms and issue the same employment policies, such as their paid sick leave policies.

GENERAL ALLEGATIONS

19. Defendants own and operate at least 15 McDonald’s franchise restaurants throughout Northern California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in San Jose, California, or San Martin, California, which is responsible for recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

20. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

21. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in San Jose, California, or San Martin, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations and jobsites in California, including Plaintiff and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee’s

1 employment ends.

2 22. Defendants continue to employ non-exempt or hourly paid employees in
3 California.

4 23. Plaintiff is informed and believes, and thereon alleges, that at all times herein
5 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
6 advisors knowledgeable about California labor and wage law, employment and personnel
7 practices, and about the requirements of California law.

8 24. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
9 members were not paid for all hours worked because all hours worked were not recorded.

10 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to receive certain wages for
12 overtime compensation and that they were not receiving certain wages for overtime
13 compensation.

14 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to receive at least minimum
16 wages for compensation and that they were not receiving at least minimum wages for work that
17 was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and
18 class members were not paid at least minimum wages for work done off-the-clock.

19 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to meal periods in accordance
21 with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay
22 when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and
23 that Plaintiff and class members were not provided with all meal periods or payment of one (1)
24 additional hour of pay at their regular rates of pay when they did not receive a timely,
25 uninterrupted, thirty (30) minute meal period.

26 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to rest periods in accordance
28 with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of

1 pay at their regular rates of pay when they were not authorized and permitted to take a compliant
2 rest period. In violation of the California Labor Code, Plaintiff and class members were not
3 authorized and permitted to take compliant rest periods, nor did Defendants provide Plaintiff
4 and class members with payment of one (1) additional hour of pay at their regular rates of pay
5 when they were not authorized and permitted to take a compliant rest period.

6 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to receive complete and
8 accurate wage statements in accordance with California law. In violation of the California
9 Labor Code, Plaintiff and class members were not provided complete and accurate wage
10 statements.

11 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that they had a duty to maintain accurate and complete payroll records in
13 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
14 and intentionally failed to do so.

15 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to timely payment of all
17 wages earned upon termination of employment. In violation of the California Labor Code,
18 Plaintiff and class members did not receive payment of all wages due, including, but not limited
19 to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible
20 time periods.

21 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to timely payment of wages
23 during their employment. In violation of the California Labor Code, Plaintiff and class members
24 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
25 wages, and/or meal and rest period premiums, within permissible time periods.

26 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to receive their full wages
28 due without having to execute a release of claims.

1 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to receive full reimbursement
3 for all business-related expenses and costs they incurred during the course and scope of their
4 employment and that they did not receive full reimbursement of applicable business-related
5 expenses and costs incurred.

6 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
7 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
8 and class members for all hours worked, and that Defendants had the financial ability to pay
9 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
10 represented to Plaintiff and class members that they were properly denied wages, all in order to
11 increase Defendants' profits.

12 **PAGA REPRESENTATIVE ALLEGATIONS**

13 36. At all times herein set forth, PAGA provides that any provision of law under the
14 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
15 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
16 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
17 behalf of themselves and other current or former employees pursuant to procedures outlined in
18 California Labor Code section 2699.3.

19 37. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
20 person who was employed by the alleged violator and against whom one or more of the alleged
21 violations was committed."

22 38. Plaintiff and other current and former employees of Defendants are "aggrieved
23 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
24 or former employees and one or more of the alleged violations were committed against them.

25 39. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
26 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
27 requirements have been met:

28 ///

- 1 (a) The aggrieved employee or representative shall give written notice by
2 online filing with the LWDA and by certified mail to the employer of the
3 specific provisions of the California Labor Code alleged to have been
4 violated, including the facts and theories to support the alleged violation.
- 5 (b) An aggrieved employee's notice filed with the LWDA pursuant to
6 2699.3(a) and any employer response to that notice shall be accompanied
7 by a filing fee of seventy-five dollars (\$75).
- 8 (c) The LWDA shall notify the employer and the aggrieved employee or
9 representative by certified mail that it does not intend to investigate the
10 alleged violation ("LWDA's Notice") within sixty (60) calendar days of
11 the postmark date of the aggrieved employee's notice. Upon receipt of
12 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
13 (65) calendar days of the postmark date of the aggrieved employee's
14 notice, the aggrieved employee may commence a civil action pursuant to
15 California Labor Code section 2699 to recover civil penalties.

16 40. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
17 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
18 other than those listed in Section 2699.5 after the following requirements have been met:

- 19 (a) The aggrieved employee or representative shall give written notice by
20 online filing with the LWDA and by certified mail to the employer of the
21 specific provisions of the California Labor Code alleged to have been
22 violated (other than those listed in Section 2699.5), including the facts
23 and theories to support the alleged violation.
- 24 (b) An aggrieved employee's notice filed with the LWDA pursuant to
25 2699.3(c) and any employer response to that notice shall be accompanied
26 by a filing fee of seventy-five dollars (\$75).
- 27 (c) The employer may cure the alleged violation within thirty-three (33)
28 calendar days of the postmark date of the notice sent by the aggrieved

1 employee or representative. The employer shall give written notice
2 within that period of time by certified mail to the aggrieved employee or
3 representative and by online filing with the LWDA if the alleged violation
4 is cured, including a description of actions taken, and no civil action
5 pursuant to Section 2699 may commence. If the alleged violation is not
6 cured within the 33-day period, the aggrieved employee may commence
7 a civil action pursuant to Section 2699.

8 41. On November 12, 2020, Plaintiff provided written notice by online filing to the
9 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
10 Code alleged to have been violated, including facts and theories to support the alleged
11 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
12 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
13 PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff
14 PAGA Case Number LWDA-CM-812375-20. A true and correct copy of Plaintiff's written
15 notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

16 42. As of the filing date of this complaint, over 65 days have passed since Plaintiff
17 sent the notice described above to the LWDA, and the LWDA has not responded that it intends
18 to investigate Plaintiff's claims and Defendants have not cured the violations.

19 43. Thus, Plaintiff has satisfied the administrative prerequisites under California
20 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
21 violations of California Labor Code sections 201, 202, 203, 204, 206.5, 226(a), 226.7, 510,
22 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

23 44. Labor Code section 558(a) provides "[a]ny employer or other person acting on
24 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
25 provision regulating hours and days of work in any order of the Industrial Welfare Commission
26 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
27 each underpaid employee for each pay period for which the employee was underpaid. . . . (2)
28 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for

1 each pay period for which the employee was underpaid. . . .” Labor Code section 558(c)
2 provides “[t]he civil penalties provided for in this section are in addition to any other civil or
3 criminal penalty provided by law.”

4 45. Defendants, at all times relevant to this complaint, were employers or persons
5 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
6 rights by violating various sections of the California Labor Code as set forth above.

7 46. As set forth below, Defendants have violated numerous provisions of both the
8 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
9 Order.

10 47. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
11 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
12 private attorney general, seeks assessment and collection of civil penalties for himself, all other
13 aggrieved employees, and the State of California against Defendants for violations of California
14 Labor Code sections 201, 202, 203, 204, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d),
15 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

16 **CLASS ACTION ALLEGATIONS**

17 48. Plaintiff brings this action on his own behalf, as well as on behalf of each and all
18 other persons similarly situated, and thus seeks class certification under California Code of Civil
19 Procedure section 382.

20 49. All claims alleged herein arise under California law for which Plaintiff seeks
21 relief authorized by California law.

22 50. Plaintiff’s proposed class consists of and is defined as follows:

23 All persons who worked for Defendants as non-exempt, hourly
24 paid employees in California, within four years prior to the filing
of the initial complaint until the date of trial (“Class”).

25 51. Plaintiff’s proposed subclass consists of and is defined as follows:

26 All persons who worked for Defendants as non-exempt, hourly
27 paid employees in California and who received at least one wage
28 statement within one (1) year prior to the filing of the initial
complaint until the date of trial (“Subclass”).

1 52. Members of the Class and Subclass are referred to herein as “class members.”

2 53. Plaintiff reserves the right to redefine the Class and Subclass and to add
3 additional subclasses as appropriate based on further investigation, discovery, and specific
4 theories of liability.

5 54. There are common questions of law and fact as to class members that
6 predominate over questions affecting only individual members, including, but not limited to:

- 7 (a) Whether Defendants required Plaintiff and class members to work over
8 eight (8) hours per day, over twelve (12) hours per day, or over forty (40)
9 hours per week and failed to pay all legally required overtime
10 compensation to Plaintiff and class members;
- 11 (b) Whether Defendants failed to pay Plaintiff and class members at least
12 minimum wages for all hours worked;
- 13 (c) Whether Defendants failed to provide Plaintiff and class members with
14 meal periods;
- 15 (d) Whether Defendants failed to authorize and permit Plaintiff and class
16 members to take rest periods;
- 17 (e) Whether Defendants provided Plaintiff and class members with complete
18 and accurate wage statements as required by California Labor Code
19 section 226(a);
- 20 (f) Whether Defendants maintained accurate payroll records as required by
21 California Labor Code section 1174(d);
- 22 (g) Whether Defendants failed to pay earned overtime wages, minimum
23 wages, and/or meal and rest period premiums due to Plaintiff and class
24 members upon their discharge;
- 25 (h) Whether Defendants failed timely to pay overtime wages, minimum
26 wages, and/or meal and rest period premiums to Plaintiff and class
27 members during their employment;
- 28 (i) Whether Defendants unlawfully required Plaintiff and class members to

- 1 execute releases of claims as a condition to receiving their earned wages;
- 2 (j) Whether Defendants failed to reimburse Plaintiff and class members for
- 3 necessary and required business-related expenditures and/or losses
- 4 incurred by them in the scope of their employment;
- 5 (k) Whether Defendants engaged in unlawful and unfair business practices in
- 6 violation of California Business & Professions Code sections 17200, *et*
- 7 *seq.*; and
- 8 (l) The appropriate amount of damages, restitution, or monetary penalties
- 9 resulting from Defendants' violations of California law.

10 55. There is a well-defined community of interest in the litigation and the class

11 members are readily ascertainable:

- 12 (a) Numerosity: The class members are so numerous that joinder of all
- 13 members would be unfeasible and impractical. The membership of the
- 14 entire class is unknown to Plaintiff at this time; however, the class is
- 15 estimated to be greater than one hundred (100) individuals and the
- 16 identity of such membership is readily ascertainable by inspection of
- 17 Defendants' employment records.
- 18 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
- 19 the interests of each class member with whom he has a well-defined
- 20 community of interest, and Plaintiff's claims (or defenses, if any) are
- 21 typical of all class members as demonstrated herein.
- 22 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
- 23 the interests of each class member with whom he has a well-defined
- 24 community of interest and typicality of claims, as demonstrated herein.
- 25 Plaintiff acknowledges that he has an obligation to make known to the
- 26 Court any relationship, conflicts or differences with any class member.
- 27 Plaintiff's attorneys, the proposed class counsel, are versed in the rules
- 28 governing class action discovery, certification, and settlement. Plaintiff

1 has incurred, and throughout the duration of this action, will continue to
2 incur costs and attorneys' fees that have been, are, and will be necessarily
3 expended for the prosecution of this action for the substantial benefit of
4 each class member.

5 (d) Superiority: The nature of this action makes the use of class action
6 adjudication superior to other methods. A class action will achieve
7 economies of time, effort, and expense as compared with separate
8 lawsuits, and will avoid inconsistent outcomes because the same issues
9 can be adjudicated in the same manner and at the same time for the entire
10 class.

11 (e) Public Policy Considerations: Employers in the State of California
12 violate employment and labor laws every day. Current employees are
13 often afraid to assert their rights out of fear of direct or indirect retaliation.
14 Former employees are fearful of bringing actions because they believe
15 their former employers might damage their future endeavors through
16 negative references and/or other means. Class actions provide the class
17 members who are not named in the complaint with a type of anonymity
18 that allows for the vindication of their rights while simultaneously
19 protecting their privacy.

20 **FIRST CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

22 **(Against all Defendants)**

23 56. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above.

25 57. Labor Code section 1198 makes it illegal to employ an employee under
26 conditions of labor that are prohibited by the applicable wage order. California Labor Code
27 section 1198 requires that "... the standard conditions of labor fixed by the commission shall
28 be the ... standard conditions of labor for employees. The employment of any employee ...

1 under conditions of labor prohibited by the order is unlawful.”

2 58. California Labor Code section 1198 and the applicable IWC Wage Order provide
3 that it is unlawful to employ persons without compensating them at a rate of pay either time-
4 and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
5 worked by the person on a daily or weekly basis.

6 59. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiff and class members working more than eight (8) hours in a day or
8 more than forty (40) hours in a workweek, at the rate of time and one-half (1½) for all hours
9 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

10 60. The applicable IWC Wage Order further provides that Defendants are and were
11 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
12 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
13 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
14 employee, including nondiscretionary bonuses and incentive pay.

15 61. California Labor Code section 510 codifies the right to overtime compensation
16 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8)
17 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
18 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
19 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
20 the seventh (7th) day of work.

21 62. During the relevant time period, Defendants willfully failed to pay all overtime
22 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
23 members were not paid overtime premiums for all of the hours they worked in excess of eight
24 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours
25 in a week, because all hours worked were not recorded.

26 63. First, upon information and belief, Defendants had, and continue to have, a
27 company-wide policy and/or practice of strictly staffing their restaurant locations based on the
28 labor hours allocated by corporate for each location. Defendants’ uniform use of labor budgets,

1 combined with heavy workloads, resulted in chronic understaffing and a failure to provide
2 Plaintiff and class members with adequate meal period coverage, because there were too few
3 employees on duty to handle the workload and attend to customers. As a result of this lack of
4 meal period coverage, Plaintiff and class members were not always afforded 30-minute meal
5 periods during shifts when they were entitled to receive a meal period. For example, Defendants
6 sometimes instructed Plaintiff to work through part of his meal period to assist other employees
7 in taking and preparing orders to meet customer demands.

8 64. In conjunction with understaffing their restaurants, on information and belief,
9 Defendants had a requirement that a managerial employee, such as a Shift Manager, be present
10 on the restaurant floor at all times and prohibited managers from leaving the premises unless
11 another manager was also on duty, resulting in a lack of meal period coverage for managerial
12 employees. At the same time, the labor budgets Defendants implemented did not always allow
13 for more than one manager to be on the schedule at all times. As a result, Plaintiff and other
14 managerial employees were sometimes the only managers on duty, and were the only employees
15 authorized to grant or access certain permissions in Defendants' point-of-sale system. Because
16 managerial employees were effectively prohibited from leaving Defendants' premises for meal
17 periods without coverage, and because there were too few employees and other managers on
18 duty to handle the workload and attend to customers, Plaintiff and class members were denied
19 uninterrupted 30-minute meal periods, and were required to work through and/or to return early
20 from meal periods.

21 65. Second, Defendants' company-wide timekeeping system prevented Plaintiff and
22 class members from recording all hours worked when their meal periods were shortened or
23 interrupted, because the system locked out Plaintiff and class members once they clocked out
24 for a meal period, and would not permit them to clock back in from a meal period before 30
25 minutes had elapsed. Thus, Defendants' timekeeping system prevented Plaintiff and class
26 members from recording all hours worked when their meal periods were shortened or
27 interrupted.

28 66. Third, Defendants had, and continue to have, a company-wide policy and/or

1 practice of requiring Plaintiff and class members to perform tasks off-the-clock, such as
2 attending mandatory meetings and responding to phone communications from supervisors. For
3 example, Defendants required Plaintiff to attend one (1) hour long mandatory meetings with
4 supervisors at the restaurant, on Plaintiff's scheduled days off. Moreover, Plaintiff was required
5 to respond to phone calls and text messages from his supervisors once per week to answer
6 questions regarding tasks he had performed during previous shifts. Thus, Defendants failed to
7 track this time spent working before and after scheduled shifts, and Plaintiff and class members
8 received no compensation for this time.

9 67. Fourth, Plaintiff and class members were required to work off-the-clock or on
10 their off-days traveling to attend mandatory training sessions. For example, Plaintiff was
11 required to drive in his personal vehicle for 30 minutes roundtrip to and from mandatory
12 trainings in Petaluma, California on three (3) consecutive days, but was not paid for the time he
13 spent traveling to and from these training sessions.

14 68. Defendants knew or should have known that as a result of these company-wide
15 practices and/or policies, Plaintiff and class members were performing assigned duties during
16 meal periods and off-the-clock before and after their shifts, and were suffered or permitted to
17 perform work for which they were not paid. Because Plaintiff and class members worked shifts
18 of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock
19 work qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid
20 overtime wages for all of the overtime hours they actually worked.

21 69. Defendants' failure to pay Plaintiff and class members the balance of overtime
22 compensation as required by California law, violates the provisions of California Labor Code
23 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
24 members are entitled to recover their unpaid overtime compensation, as well as interest, costs,
25 and attorneys' fees.

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1 **SECOND CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid**
3 **Minimum Wages**
4 **(Against all Defendants)**

5 70. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 71. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
8 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
9 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
10 fixed is unlawful. Compensable work time is defined in Wage Order No. 5 as “the time during
11 which an employee is subject to the control of an employer, and includes all the time the
12 employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs.
13 tit. 8, § 11050(2)(K) (defining “Hours Worked”).

14 72. As stated above, on information and belief, due to Defendants’ company-wide
15 practice of utilizing labor budgets, assignment of heavy workloads, subsequent lack of meal
16 period coverage, and policy requiring managerial employees to stay on or near the restaurant
17 premises during meal periods, Plaintiff and class members were impeded from taking all
18 uninterrupted meal periods to which they were entitled and were required to work off-the-clock.
19 Moreover, as stated, Defendants systematically failed to pay Plaintiff and class members for
20 actual hours worked during unpaid meal periods, because Defendants’ timekeeping system
21 locked out Plaintiff and class members for 30 minutes when they clocked out for a meal period.
22 In addition, as set forth above, Defendants required Plaintiff and class members to attend
23 mandatory meetings, respond to phone calls and text messages from supervisors, and travel to
24 attend mandatory trainings sessions while off-the-clock, but did not compensate them for this
25 time.

26 73. Defendants did not pay minimum wages for off-the-clock hours that Plaintiff and
27 class members worked through that qualified for overtime premium payment. To the extent
28 that these off-the-clock hours did not qualify for overtime premium payment, Defendants did

1 not pay at least minimum wages for those hours worked off-the-clock in violation of California
2 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

3 74. Defendants' failure to pay Plaintiff and class members minimum wages violates
4 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California
5 Labor Code section 1194.2, Plaintiff and class members are entitled to recover liquidated
6 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

7 **THIRD CAUSE OF ACTION**

8 **Violations of California Labor Code, §§ 226.7, 512(a), 516, and 1198—Meal Period**

9 **Violations**

10 **(Against all Defendants)**

11 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
12 and every allegation set forth above.

13 76. At all relevant times herein set forth, California Labor Code section 512(a)
14 provides that an employer may not require, cause, or permit an employee to work for a period
15 of more than five (5) hours per day without providing the employee with a meal period of not
16 less than thirty (30) minutes, except that if the total work period per day of the employee is not
17 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
18 and the employee. Under California law, first meal periods must start after no more than five
19 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012).

20 77. At all relevant times herein set forth, California Labor Code sections 226.7,
21 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
22 meal period mandated by an applicable order of the IWC.

23 78. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
24 the applicable IWC Wage Order also require employers to provide a second meal period of not
25 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
26 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
27 hours worked is no more than twelve (12) hours, the second meal period may be waived by
28 mutual consent of the employer and the employee only if the first meal period was not waived.

1 79. First, as stated above, upon information and belief, Defendants had, and continue
2 to have, a company-wide policy and/or practice of understaffing locations due to labor
3 budgeting, which, combined with heavy workloads, has resulted in a lack of meal period
4 coverage and prevented Plaintiff and class members from taking all timely, uninterrupted meal
5 periods to which they were entitled. In conjunction with understaffing their restaurants, as
6 stated above, on information and belief, Defendants had a requirement that a managerial
7 employee be present on the restaurant floor at all times, but Defendants' labor budgets did not
8 always allow for more than one manager to be on the schedule at all times. As a result, Plaintiff
9 and other managerial employees were sometimes the only managers on duty, and would have
10 their meal periods interrupted or would work through them in order to assist their coworkers
11 and customers. Consequently, Plaintiff and class members suffered missed and/or interrupted
12 meal periods, work for which they were not paid.

13 80. Second, during the relevant period, Defendants had, and continue to have, a
14 company-wide policy and/or practice of requiring employees to complete work-related tasks
15 while off-the-clock. For example, as stated above, Defendants' management interrupted
16 Plaintiff during meal periods three (3) times per week and instructed Plaintiff to cut his meal
17 periods short to attend to customers. Moreover, as described above, Defendants implemented
18 an electronic timekeeping system that locked Plaintiff and class members out and prevented
19 them from clocking in early before the end of their 30-minute meal period. As a result of
20 Defendants' timekeeping system, Plaintiff and class members were prevented from accurately
21 recording meal period start and stop times on days when they had meal periods that were cut
22 short and/or interrupted.

23 81. Defendants' practice of labor budgeting, resultant understaffing, and lack of
24 adequate meal period coverage prevented Plaintiff and class members from taking all compliant
25 meal periods to which they were entitled. As a result, Plaintiff and class members would be
26 forced to work in excess of five (5) hours before taking a meal period, had their meal periods
27 interrupted, and/or had to forgo their meal periods altogether. For example, Plaintiff would
28 miss his meal periods or have them interrupted or cut short, due to a lack of coverage resulting

1 from being the only managerial employee scheduled to work or because he needed to attend to
2 customers and the drive-thru line.

3 82. Additionally, Defendants did not provide Plaintiff and class members with
4 second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day.
5 During his employment, Plaintiff worked shifts in excess of ten (10) or more hours per day
6 twice per month, but was never provided a second 30-minute meal period. Plaintiff and class
7 members did not sign valid meal period waivers on days that they were entitled to meal periods
8 and were not relieved of all duties.

9 83. At all times herein mentioned, Defendants knew or should have known that as a
10 result of its company-wide policies and/or practices, were not actually relieved of all duties to
11 take timely, uninterrupted meal periods. Defendants further knew or should have known that
12 Defendants did not pay Plaintiff and class members meal period premium wages when meal
13 periods were missed, late, short, and/or interrupted.

14 84. Moreover, Defendants engaged in a company-wide practice and/or policy of not
15 paying all meal period premiums owed when compliant meal periods are not provided. Because
16 of Defendants' practices and/or policies, Plaintiff and class members have not received premium
17 pay for all missed, late, and interrupted meal periods. As a result, Defendants failed to provide
18 Plaintiff and class members compliant meal periods in violation of California Labor Code
19 sections 226.7, 512, and 516.

20 85. Defendants' conduct violates the applicable IWC Wage Order, and California
21 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
22 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
23 rate of compensation for each work day that the meal period was not provided.

24 **FOURTH CAUSE OF ACTION**

25 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 26 **(Against all Defendants)**

27 86. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
28 and every allegation set forth above.

1 87. At all relevant times herein set forth, the applicable IWC Wage Order and
2 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff and class
3 members' employment by Defendants.

4 88. At all relevant times, the applicable IWC Wage Order provides that "[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period" and that the "rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof" unless the total daily work time is less than three and one-half
9 (3½) hours.

10 89. At all relevant times, California Labor Code section 226.7 provides that no
11 employer shall require an employee to work during any rest period mandated by an applicable
12 order of the California IWC. To comply with its obligation to authorize and permit rest periods
13 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
14 must "relinquish any control over how employees spend their break time, and relieve their
15 employees of all duties—including the obligation that an employee remain on call. A rest
16 period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
17 257, 269-270 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code
18 section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1)
19 additional hour of pay at their regular rates of pay for each work day that a required rest period
20 was not authorized and permitted.

21 90. During the relevant time period, Defendants regularly failed to authorize and
22 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
23 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
24 practices, including utilizing labor budgets and assigning heavy workloads, prevented Plaintiff
25 and class members from being relieved of all duty to take their rest periods. Additionally,
26 Defendants failed to schedule rest periods, which, coupled with Defendants' failure to provide
27 adequate rest period coverage, further led to Plaintiff and class members not being authorized
28 and permitted to take compliant rest periods.

91. Furthermore, upon information and belief, Defendants maintained a company-wide on-premises rest period policy, which mandated that Plaintiff and class members remain on Defendants' premises during their rest periods. Because Plaintiff and class members were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes. Thus, Defendants effectively maintained control over Plaintiff and class members during rest periods.

92. As a result of Defendants' practices and policies, Plaintiff and class members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Plaintiff missed rest periods two (2) times per week due to a lack of rest period coverage. As a further example, Defendants interrupted Plaintiff during rest periods three (3) times per week and instructed Plaintiff to cut his rest periods short to attend to customers. Additionally, Plaintiff did not receive a third rest period when working shifts in excess of 10 hours.

93. Defendants have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. As a result, Defendants denied Plaintiff and class members rest periods and failed to pay them rest period premium wages due, in violation of Labor Code section 226.7, 516, and the applicable IWC Wage Order.

94. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

FIFTH CAUSE OF ACTION

**Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage
Statements and Failure to Maintain Accurate Payroll Records
(Against all Defendants)**

95. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

1 96. At all relevant times herein set forth, California Labor Code section 226(a)
2 provides that every employer shall furnish each of his or her employees an accurate and
3 complete itemized wage statement in writing, including, but not limited to, the name and address
4 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
5 and all applicable rates of pay.

6 97. At all relevant times, Defendants have knowingly and intentionally provided
7 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For
8 example, Defendants issued uniform wage statements to Plaintiff and Subclass members that
9 fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
10 applicable hourly rates in effect during the pay period, including overtime rates of pay, and the
11 corresponding number of hours worked at each hourly rate. Specifically, Defendants violated
12 sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

13 98. Because Defendants did not record the time Plaintiff and Subclass members spent
14 working off the clock, Defendants did not list the correct amount of gross wages and net wages
15 earned by Plaintiff and Subclass members in compliance with section 226(a)(1) and 226(a)(5).
16 For the same reason, Defendants failed to accurately list the total number of hours worked by
17 Plaintiff and Subclass members in violation of section 226(a)(2), and failed to list the applicable
18 hourly rates of pay in effect during the pay period and corresponding accurate number of work
19 hours worked at each hourly rate in violation of section 226(a)(9).

20 99. The wage statement deficiencies also include, without limitation, failing to list
21 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
22 piece-rate basis; failing to list all deductions; failing to list the name of the employee and only
23 the last four digits of his or her social security number or an employee identification number
24 other than a social security number; failing to list the name and address of the legal entity that
25 is the employer; failing to list the inclusive dates of the period for which class members were
26 paid; and/or failing to state all hours worked as a result of not recording or stating hours worked
27 off-the-clock.

28 100. California Labor Code section 1198 provides that the maximum hours of work

1 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
2 forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment
3 of any employees for longer hours than those fixed by the order or under conditions of labor
4 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
5 are required to keep accurate time records showing when the employee begins and ends each
6 work period and meal period. During the relevant time period, Defendants failed, on a
7 company-wide basis, to keep accurate records of work period and meal period start and stop
8 times for Plaintiff and Subclass members, in violation of section 1198. Furthermore, in light of
9 Defendants’ failure to provide Plaintiff and Subclass members with second 30-minute meal
10 periods to which they were entitled, Defendants kept no records of meal start and end times for
11 second meal periods.

12 101. California Labor Code section 1174(d) provides that “[e]very person employing
13 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
14 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
15 plants or establishments at which employees are employed, payroll records showing the hours
16 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
17 applicable piece rate paid to, employees employed at the respective plants or
18 establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d),
19 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
20 members showing the daily hours they worked and the wages paid thereto as a result of failing
21 to record the off-the-clock hours that they worked.

22 102. Plaintiff and Subclass members are entitled to recover from Defendants the
23 greater of their actual damages caused by Defendants’ failure to comply with California Labor
24 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
25 employee.

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1 **SIXTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid**

3 **Upon Termination**

4 **(Against all Defendants)**

5 103. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 104. This cause of action is dependent upon, and wholly derivative of, the overtime
8 wages, minimum wages, and/or meal and rest period premium wages that were not timely paid
9 to Plaintiff and those class members no longer employed by Defendants upon their termination.

10 105. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
11 that if an employer discharges an employee, the wages earned and unpaid at the time of
12 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
13 her employment, his or her wages shall become due and payable not later than seventy-two (72)
14 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
15 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
16 quitting.

17 106. Defendants willfully failed to pay Plaintiff and class members who are no longer
18 employed by Defendants the earned and unpaid wages set forth above, including but not limited
19 to, overtime wages, minimum wages, and/or meal and rest period premium wages, either at the
20 time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

21 107. Defendants' failure to pay Plaintiff and class members who are no longer
22 employed by Defendants their wages earned and unpaid at the time of discharge, or within
23 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
24 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
25 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
26 thirty (30) day maximum pursuant to California Labor Code section 203.

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SEVENTH CAUSE OF ACTION
Violation of California Labor Code § 204—Failure to Timely Pay Wages During
Employment
(Against all Defendants)

108. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

109. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premium wages, that were not timely paid to Plaintiff and those class members by Defendants during their employment.

110. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

111. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

112. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

113. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, within the time periods specified by California Labor Code section 204.

114. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

115. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

116. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

117. First, during the relevant time period, Defendants had a company-wide policy of requiring Plaintiff and class members to utilize their own personal cellular phones and cellular data to carry out their job duties, but Defendants failed to reimburse them for the costs of their work-related cellular phone expenses. Plaintiff and class members were required to use their personal cellular phones to complete their work-related tasks, such as discussing work-related matters with supervisors off-the-clock. For example, as stated, Defendants required Plaintiff to respond to calls from his supervisor on his personal cellular phone to discuss details about his previous shifts. Although Defendants required Plaintiff and class members to utilize their personal cellular phones to carry out their work-related responsibilities, Defendants failed to reimburse them for this cost.

118. Second, Defendants had a company-wide policy of requiring Plaintiff and other class members to utilize their own personal vehicles or obtain alternate transportation to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, Defendants required Plaintiff to drive 60 miles per week to McDonald's restaurants in neighboring cities owned by Defendants to obtain restaurant ingredients such as milk, lettuce, and tomatoes. Although Defendants required Plaintiff and class members to use their own personal vehicles or obtain alternate transportation to complete work-related tasks as part of their assigned job duties, Defendants never reimbursed them for all of their travel expenses.

119. Third, Defendants, on a company-wide basis, expected Plaintiff and class members to report to work in "clean, pressed" and presentable uniforms, including a uniform shirt emblazoned with the McDonald's logo, which forced Plaintiff and class members to frequently wash their uniforms, and incur expenses for doing so. Due to the nature of his work, Plaintiff's uniforms would become stained and/or acquire an unpleasant odor, and Plaintiff would be required to wash these uniform shirts separately after every shift.

120. Defendants could have provided Plaintiff and class members with the actual tools for use on the job, such as company phones, company vehicles, and laundering services. Or, Defendants could have reimbursed employees for the costs of their cellular phone, mileage, travel expenses, and laundering expenses. Instead, Defendants passed these operating costs off onto Plaintiff and class members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

121. Defendants' company-wide policy and/or practice of passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and other class members for necessary business-related expenses and costs.

122. Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest.

1 **NINTH CAUSE OF ACTION**

2 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

3 **(Against all Defendants)**

4 123. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 124. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
8 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 206.5, 226(a),
9 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
10 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
11 those Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

12 125. Defendants’ conduct, as alleged herein, violates numerous sections of the
13 California Labor Code, including, but not limited to, the following:

- 14 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC
15 wage order for Defendants’ failure to compensate Plaintiff and other
16 aggrieved employees with all required overtime pay, as alleged herein;
- 17 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and
18 the applicable IWC wage order for Defendants’ failure to compensate
19 Plaintiff and other aggrieved employees with at least minimum wages for
20 all hours worked, as alleged herein;
- 21 (c) Violation of Labor Code sections 226.7, 512, 516, 1198, and the
22 applicable IWC wage order for Defendants’ failure to provide Plaintiff
23 and other aggrieved employees with meal periods, as alleged herein;
- 24 (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable
25 IWC wage order for Defendants’ failure to authorize and permit Plaintiff
26 and other aggrieved employees to take rest periods, as alleged herein;
- 27 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC
28 wage order for failure to provide accurate and complete wage statements

1 to Plaintiff and other aggrieved employees, as alleged herein;

2 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable IWC
3 wage order for failure to maintain payroll records as alleged herein;

4 (g) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
5 earned wages upon termination, as alleged herein;

6 (h) Violation of Labor Code section 204 for failure to pay all earned wages
7 during employment, as alleged herein;

8 (i) Violation of Labor Code section 206.5 for requiring Plaintiff and other
9 aggrieved employees to execute a release of claims as a condition to
10 receiving wages due to them, as set forth below; and

11 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
12 and other aggrieved employees for all business expenses necessarily
13 incurred, as alleged herein.

14 126. At all relevant times herein set forth, California Labor Code section 206.5
15 prohibits employers from requiring employees to execute releases of a claim or right “on account
16 of wages due, or to become due, or made as an advance on wages to be earned, unless payment
17 of those wages has been made. A release required or executed in violation of the provisions of
18 this section shall be null and void as between the employer and the employee.”

19 127. During the relevant time period, Defendants required Plaintiff and other aggrieved
20 employees to release their claims for meal and/or rest period violations, as well as their claims
21 for uncompensated hours worked, as a condition to receiving their paychecks. For example, prior
22 to receiving his paycheck, Defendants required Plaintiff to sign a form indicating his assent to
23 certain releasing language, including, but not limited to, that Plaintiff had not worked off-the-
24 clock during that pay period, that Plaintiff had been compensated for all hours worked, that
25 Plaintiff had approved all modifications to his timesheet, that Plaintiff had received all meal and
26 rest periods to which he was entitled, and that Plaintiff had received premium pay for any and all
27 meal and rest periods that he did not receive. Defendants compelled Plaintiff and other aggrieved
28 employees to sign these false verifications when they, in fact, were not provided all meal and/or

1 rest periods and/or were unaware if they would be compensated for all hours worked during the
2 pay period.

3 128. Defendants' policy and practice of requiring Plaintiff and other aggrieved
4 employees to release their claims for meal and/or rest period violations, as well as their claims
5 for uncompensated hours worked, as a condition to receiving their wages is in violation of
6 California Labor Code section 206.5. Plaintiff and other aggrieved employees are therefore
7 entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

8 **TENTH CAUSE OF ACTION**

9 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

10 **Unlawful Business Practices**

11 **(Against all Defendants)**

12 129. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 130. Defendants are "persons" as defined by California Business & Professions Code
15 sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
16 associations.

17 131. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
18 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
19 suffered injury in fact and has lost money as a result of Defendants' unlawful business practices.
20 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
21 Code of Civil Procedure section 1021.5.

22 132. Defendants' activities, as alleged herein, are violations of California law, and
23 constitute unlawful business acts and practices in violation of California Business & Professions
24 Code sections 17200, *et seq.*

25 133. A violation of California Business & Professions Code sections 17200, *et seq.*
26 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
27 policies and practices have violated state law in at least the following respects:

28 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and

1 class members, to work overtime without paying them proper
2 compensation in violation of California Labor Code sections 510 and
3 1198 and the applicable IWC Order, as alleged herein;

4 (b) Failing to pay at least minimum wage to Plaintiff and class members in
5 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
6 and 1198 and the applicable IWC Order, as alleged herein;

7 (c) Failing to provide uninterrupted meal periods to Plaintiff and class
8 members in violation of California Labor Code sections 226.7, 512(a),
9 516, 1198, and the applicable IWC Order, as alleged herein;

10 (d) Failing to authorize and permit Plaintiff and class members to take
11 uninterrupted rest periods in violation of California Labor Code sections
12 226.7, 516, 1198, and the applicable IWC Order, as alleged herein;

13 (e) Failing to provide Plaintiff and class members with accurate wage
14 statements and failing to maintain accurate payroll records in violation of
15 California Labor Code sections 226(a), 1174(d), 1198, and the applicable
16 IWC Order, as alleged herein;

17 (f) Failing timely to pay all earned wages to Plaintiff and class members in
18 violation of California Labor Code section 204 and the applicable IWC
19 Order, as alleged herein;

20 (g) Requiring Plaintiff and class members to execute releases of claims as a
21 condition to receiving their earned wages, in violation of California Labor
22 Code section 206.5, as set forth below; and

23 (h) Failing to reimburse Plaintiff and class members for all business expenses
24 necessarily incurred in violation of California Labor Code sections 2802,
25 as alleged herein.

26 134. At all relevant times herein set forth, California Labor Code section 206.5
27 prohibits employers from requiring employees to execute releases of a claim or right “on
28 account of wages due, or to become due, or made as an advance on wages to be earned, unless

1 payment of those wages has been made. A release required or executed in violation of the
2 provisions of this section shall be null and void as between the employer and the employee.”

3 135. During the relevant time period, Defendants required Plaintiff and class members
4 to release their claims for meal and/or rest period violations, as well as their claims for
5 uncompensated hours worked, as a condition of receiving their paychecks. For example, prior
6 to receiving his paycheck, Defendants required Plaintiff to sign a form indicating his assent to
7 certain releasing language, including, but not limited to, that Plaintiff had not worked off-the-
8 clock during that pay period, that Plaintiff had been compensated for all hours worked, that
9 Plaintiff had approved all modifications to his timesheet, that Plaintiff had received all meal
10 and rest periods to which he was entitled, and that Plaintiff had received premium pay for any
11 and all meal and rest periods that he did not receive.

12 136. Defendants compelled Plaintiff and class members to sign these false
13 verifications when they, in fact, were not provided all meal and/or rest periods and/or were
14 unaware if they would be compensated for all hours worked during the pay period. Defendants’
15 policy and practice of requiring Plaintiff and class members to release their claims for meal
16 and/or rest period violations, as well as their claims for uncompensated hours worked, as a
17 condition to receiving their wages is in violation of California Labor Code section 206.5.

18 137. As a result of the violations of California law herein described, Defendants
19 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have
20 suffered pecuniary loss by Defendants’ unlawful business acts and practices alleged herein.

21 138. Pursuant to California Business & Professions Code sections 17200 *et seq.*,
22 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
23 Defendants during a period that commences four years prior to the filing of this complaint; a
24 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
25 class members; and an award of attorneys’ fees pursuant to California Code of Civil Procedure
26 section 1021.5 and other applicable laws; and an award of costs.

27 ///

28 ///

1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, et seq. –**

3 **Unfair Business Practices**

4 **(Against all Defendants)**

5 139. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 140. Defendants are “persons” as defined by California Business & Professions Code
8 sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
9 associations.

10 141. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, and
11 harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in
12 fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff seeks to
13 enforce important rights affecting the public interest within the meaning of Code of Civil
14 Procedure section 1021.5.

15 142. Defendants’ activities, namely Defendants’ company-wide practice and/or policy
16 of not paying Plaintiff and class members all meal and rest period premium wages due to them
17 under Labor Code section 226.7, deprived Plaintiff and class members of the compensation
18 guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy
19 provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate
20 employees, and secondarily to shape employer conduct. *Safeway, Inc. v. Superior Court*, 238
21 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to
22 Plaintiff and class members as part of their employment with Defendants, and thus Defendants’
23 practice and/or policy of denying these statutory benefits constitutes an unfair business practice
24 in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

25 143. A violation of California Business & Professions Code sections 17200, *et seq.*
26 may be predicated on any unfair business practice. In the instant case, Defendants’ policies and
27 practices have violated the spirit of California’s meal and rest period laws and constitute acts
28 against the public policy behind these laws.

144. Pursuant to California Business & Professions Code sections 17200 *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a class action;
3. That Plaintiff be appointed as the representative of the Class and Subclass;
4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code section 1194(a); and

2 9. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 **As to the Second Cause of Action**

5 10. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 by willfully failing to pay
7 minimum wages to Plaintiff and class members;

8 11. For general unpaid wages and such general and special damages as may be
9 appropriate;

10 12. For pre-judgment interest on any unpaid compensation from the date such
11 amounts were due, or as otherwise provided by law;

12 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
13 California Labor Code section 1194(a);

14 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15 15. For such other and further relief as the Court may deem equitable and
16 appropriate.

17 **As to the Third Cause of Action**

18 16. That the Court declare, adjudge, and decree that Defendants violated California
19 Labor Code sections 226.7, 512(a), 516, and 1198 and applicable IWC Wage Order(s) by
20 willfully failing to provide all meal periods to Plaintiff and class members;

21 17. That the Court make an award to the Plaintiff and class members of one (1) hour
22 of pay at each employee's regular rate of pay for each workday that a meal period was not
23 provided;

24 18. For all actual, consequential, and incidental losses and damages, according to
25 proof;

26 19. For premiums pursuant to California Labor Code section 226.7(c);

27 20. For pre-judgment interest on any unpaid meal period premiums from the date
28 such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198 and applicable IWC Wage Orders by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

- 1 33. For statutory penalties pursuant to California Labor Code section 226(e);
2 34. For attorneys' fees and costs pursuant to California Labor Code section
3 226(e)(1); and
4 35. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 **As to the Sixth Cause of Action**

7 36. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
9 and/or meal and rest period premiums owed at the time of termination of the employment of
10 Plaintiff and other terminated class members;

11 37. For all actual, consequential and incidental losses and damages, according to
12 proof;

13 38. For waiting time penalties according to proof pursuant to California Labor Code
14 section 203 for all employees who have left Defendants' employ;

15 39. For pre-judgment interest on any unpaid wages from the date such amounts were
16 due, or as otherwise provided by law;

17 40. For attorneys' fees pursuant to California Code of Civil Procedure section
18 1021.5, or as otherwise provided by law; and

19 41. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Seventh Cause of Action**

22 42. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime
24 wages, minimum wages, and/or meal and rest period premiums during their employment;

25 43. For all actual, consequential and incidental losses and damages, according to
26 proof;

27 44. For statutory penalties according to proof pursuant to California Labor Code
28 section 210;

1 45. For pre-judgment interest on any unpaid wages from the date such amounts were
2 due, or as otherwise provided by law;

3 46. For attorneys' fees pursuant to California Code of Civil Procedure section
4 1021.5, or as otherwise provided by law; and

5 47. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 **As to the Eighth Cause of Action**

8 48. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related
10 expenses and costs incurred by Plaintiff and class members;

11 49. For unpaid business-related expenses and such general and special damages as
12 may be appropriate;

13 50. For pre-judgment interest on any unpaid business-related expenses from the date
14 such amounts were due, or as otherwise provided by law;

15 51. For all actual, consequential, and incidental losses and damages, according to
16 proof;

17 52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c),
18 or as otherwise provided by law; and

19 53. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Ninth Cause of Action**

22 54. That the Court declare, adjudge and decree that Defendants violated the
23 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
24 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
25 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512, 516, and
26 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
27 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
28 statements and maintain accurate payroll records); 201, 202, and 203 (by failing timely to pay

all earned wages upon termination); 204 (by failing timely to pay all earned wages during employment); 206.5 (by requiring employees to execute a release of claims for wages due); and 2802 (by failing to reimburse business expenses);

55. For civil penalties pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of California Labor Code sections 201, 202, 203, 204, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

56. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of California Labor Code sections 201, 202, 203, 204, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

57. For pre-judgment and post-judgment interest as provided by law; and

58. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

59. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing timely to pay Plaintiff and class members all earned wages during employment, requiring employees to release claims as a condition to receive paychecks, and failing to reimburse Plaintiff and class members for business-related expenses, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

60. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

61. For the appointment of a receiver to receive, manage and distribute any and all

1 funds disgorged from Defendants and determined to have been wrongfully acquired by
2 Defendants as a result of violations of California Business & Professions Code sections 17200
3 *et seq.*;

4 62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Code of Civil Procedure section 1021.5; and

6 63. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Eleventh Cause of Action**

9 64. That the Court declare, adjudge and decree that Defendants' conduct of denying
10 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an
11 unfair business practice in violation of California Business and Professions Code sections
12 17200, *et seq.*;

13 65. For restitution of the statutory benefits under section 226.7 unfairly withheld
14 from Plaintiff and class members and prejudgment interest from the day such amounts were due
15 and payable;

16 66. For the appointment of a receiver to receive, manage and distribute any and all
17 funds disgorged from Defendants and determined to have been wrongfully acquired by
18 Defendants as a result of violations of California Business & Professions Code sections 17200
19 *et seq.*;

20 67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
21 California Code of Civil Procedure section 1021.5;

22 68. For pre-judgment and post-judgment interest as provided by law; and

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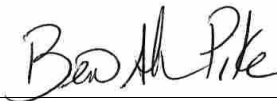
28 ///

1 69. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: January 19, 2021

Respectfully submitted,

5 Capstone Law APC

6
7 By: 

8 Bevin Allen Pike
9 Orlando Villalba
Daniel Jonathan
Trisha K. Monesi

10 Attorneys for Plaintiff Victor Manuel Monroy
11 Chavez

EXHIBIT “1”

MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

November 12, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/295>)

Subject: *Victor Manuel Monroy Chavez v. CAM-BAS, Inc., et al.*

Dear PAGA Administrator:

This office represents Victor Manuel Monroy Chavez in connection with his claims under the California Labor Code. Mr. Monroy Chavez was an employee of CAM-BAS, INC.; ORSA CORPORATION; and/or WILLCO MANAGEMENT, INC. For the purpose of this letter, Mr. Monroy Chavez collectively refers to these entities as “CAM-BAS.”

The employers may be contacted directly at the addresses below:

CAM-BAS, INC.
711 CALLE ARTIS
SAN JOSE CA 95131

ORSA CORPORATION
711 CALLE ARTIS
SAN JOSE CA 95131

WILLCO MANAGEMENT, INC.
3115 PASEO VISTA
SAN MARTIN CA 95046

WILLCO MANAGEMENT, INC.
711 CALLE ARTIS
SAN JOSE CA 95131

Mr. Monroy Chavez intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Monroy Chavez seeks relief on behalf of himself, the State of California, and other persons who are or were employed by CAM-BAS as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

CAM-BAS employed Mr. Monroy Chavez as an hourly paid, non-exempt employee Cashier from approximately March 2009 to June 2019, and then as a Shift Manager until July 23, 2020. Mr. Monroy Chavez worked for CAM-BAS at its McDonald’s restaurants located at 6600 Commerce Blvd., in Rohnert Park, California, from approximately 2009 to 2018; at 1702 E. Cotati Ave., in Rohnert Park, California, from approximately 2018 to June 2019; and then at 4625 Redwood Drive,

in Rohnert Park, California from July 2019 to the end of his employment. During his employment, Mr. Monroy Chavez typically worked eight (8) hours or more per day and five (5) days per week. At the time his employment ended, Mr. Monroy Chavez was compensated approximately \$16.50 per hour. His job duties included, without limitation, operating the cash register, taking customer orders, and monitoring and recording restaurant costs.

CAM-BAS committed one or more of the following Labor Code violations against Mr. Monroy Chavez, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

CAM-BAS’s Company-Wide and Uniform Payroll and HR Practices

CAM-BAS, INC.; ORSA CORPORATION; and WILLCO MANAGEMENT, INC. are California corporations. CAM-BAS owns and operates at least 15 McDonald’s franchise restaurants throughout Northern California. Upon information and belief, CAM-BAS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Jose or San Martin, California, for all non-exempt, hourly paid employees working for CAM-BAS in California, including Mr. Monroy Chavez and other aggrieved employees. At all relevant times, CAM-BAS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Monroy Chavez and other aggrieved employees, regardless of its location or position.

Upon information and belief, CAM-BAS maintains a centralized Payroll department at its corporate headquarters in San Jose or San Martin, California, which processes payroll for all non-exempt, hourly paid employees working for CAM-BAS in California, including Mr. Monroy Chavez and other aggrieved employees. Further, CAM-BAS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Monroy Chavez and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, CAM-BAS utilized the same methods and formulas when calculating wages due to Mr. Monroy Chavez and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of

¹ These facts, theories, and claims are based on Mr. Monroy Chavez’s experience and counsel’s review of those records currently available relating to Mr. Monroy Chavez’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Monroy Chavez reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

CAM-BAS willfully failed to pay all overtime wages owed to Mr. Monroy Chavez and other aggrieved employees. During the relevant time period, Mr. Monroy Chavez and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, upon information and belief, CAM-BAS had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours allocated by corporate for each location. CAM-BAS's uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide Mr. Monroy Chavez and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. As a result of this lack of meal period coverage, Mr. Monroy Chavez and other aggrieved employees were not always afforded 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, CAM-BAS sometimes instructed Mr. Monroy Chavez to work through part of his meal period to assist other employees in taking and preparing orders to meet customer demands. Thus, Mr. Monroy Chavez and other aggrieved employees suffered from meal periods that were missed, interrupted, and/or cut short, work for which they were not paid.

In conjunction with understaffing its restaurants, on information and belief, CAM-BAS had a requirement that a managerial employee, such as a Shift Manager, be present on the restaurant floor at all times and prohibited managers from leaving the premises unless another manager was also on duty, resulting in a lack of meal period coverage for managerial employees. At the same time, the labor budgets CAM-BAS implemented did not always allow for more than one manager to be on the schedule at all times. As a result, Mr. Monroy Chavez and other managerial employees were sometimes the only managers on duty, and were the only employees authorized to grant or access certain permissions in CAM-BAS's point-of-sale system. Because managerial employees were effectively prohibited from leaving CAM-BAS's premises for meal periods without coverage, and because there were too few employees and other managers on duty to handle the workload and attend to customers, Mr. Monroy Chavez and other aggrieved employees were denied uninterrupted 30-minute meal periods, and were required to work through and/or to return early from meal periods.

Second, CAM-BAS's company-wide timekeeping system prevented Mr. Monroy Chavez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Monroy Chavez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, CAM-BAS's timekeeping system prevented Mr. Monroy Chavez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

Third, CAM-BAS had, and continues to have, a company-wide policy and/or practice of requiring Mr. Monroy Chavez and other aggrieved employees to perform tasks off-the-clock, such as attending mandatory meetings and responding to phone communications from supervisors. For example, CAM-BAS required Mr. Monroy Chavez to attend one (1) hour long mandatory meetings with supervisors at the restaurant, on his scheduled days off. Moreover, Mr. Monroy Chavez was required

to respond to phone calls and text messages from his supervisors once per week to answer questions regarding tasks he had performed during previous shifts. Thus, CAM-BAS failed to track this time spent working before and after scheduled shifts, and Mr. Monroy Chavez and other aggrieved employees received no compensation for this time.

Fourth, Mr. Monroy Chavez and other aggrieved employees were required to work off-the-clock or on their off-days traveling to attend mandatory training sessions. For example, Mr. Monroy Chavez was required to drive in his personal vehicle for 30 minutes roundtrip to and from mandatory trainings in Petaluma, California on three (3) consecutive days, but was not paid for the time he spent traveling to and from these training sessions.

CAM-BAS knew or should have known that, as a result of these company-wide practices and/or policies, Mr. Monroy Chavez and other aggrieved employees were performing their assigned duties during meal periods and off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. CAM-BAS also knew, or should have known, that it did not compensate Mr. Monroy Chavez and other aggrieved employees applicable overtime rates of pay for overtime hours that they worked.

Because Mr. Monroy Chavez and other aggrieved employees regularly worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Monroy Chavez and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked. CAM-BAS's failure to pay Mr. Monroy Chavez and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

Furthermore, CAM-BAS did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CAM-BAS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CAM-BAS failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, CAM-BAS failed to pay all overtime wages by paying a lower overtime rate than required.

Mr. Monroy Chavez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

As set forth above, on information and belief, due to CAM-BAS's company-wide practice of utilizing labor budgets, assignment of heavy workloads, subsequent lack of meal period coverage, and policy requiring managerial employees to stay on or near the restaurant premises during meal periods, Mr. Monroy Chavez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Moreover, as stated, CAM-BAS systematically failed to pay Mr. Monroy Chavez and other aggrieved employees for actual hours worked during unpaid meal periods, because CAM-BAS's timekeeping system locked out Mr. Monroy Chavez and other aggrieved employees for 30 minutes when they clocked out for a meal period. In addition, as set forth above, CAM-BAS required Mr. Monroy Chavez and other aggrieved employees to attend mandatory meetings, respond to phone calls and text messages from supervisors, and travel to attend mandatory trainings sessions while off-the-clock, but did not compensate them for this time.

Thus, CAM-BAS did not pay at least minimum wages for off-the-clock hours that qualified for overtime premium payment. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, CAM-BAS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1197.1. Accordingly, CAM-BAS regularly failed to pay at least minimum wages to Mr. Monroy Chavez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198.

Mr. Monroy Chavez and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As stated, upon information and belief, CAM-BAS had, and continues to have, a company-wide policy and/or practice of understaffing its locations due to labor budgeting, which, combined with heavy workloads, has resulted in a lack of meal period coverage and prevented Mr. Monroy Chavez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. In conjunction with understaffing its restaurants, as stated above, on information and belief,

CAM-BAS had a requirement that a managerial employee be present on the restaurant floor at all times, but CAM-BAS's labor budgets did not always allow for more than one manager to be on the schedule at all times. As a result, Mr. Monroy Chavez and other managerial employees were sometimes the only managers on duty, and would have their meal periods interrupted or would work through them in order to assist their coworkers and customers. Consequently, Mr. Monroy Chavez and other aggrieved employees suffered missed and/or interrupted meal periods, work for which they were not paid.

Also, during the relevant period, CAM-BAS had, and continue to have, a company-wide policy and/or practice of requiring employees to complete work-related tasks while off-the-clock. For example, as stated above, CAM-BAS's management interrupted Mr. Monroy Chavez during meal periods three (3) times per week and instructed him to cut his meal periods short to attend to customers. Moreover, as described above, CAM-BAS implemented an electronic timekeeping system that locked Mr. Monroy Chavez and other aggrieved employees out and prevented them from clocking in early before the end of their 30-minute meal period. As a result of CAM-BAS's timekeeping system, Mr. Monroy Chavez and other aggrieved employees were prevented from accurately recording meal period start and stop times on days when they had meal periods that were cut short and/or interrupted.

CAM-BAS's practices and policies, including labor budgeting, resultant understaffing, and lack of adequate meal period coverage, prevented Mr. Monroy Chavez and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Monroy Chavez and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted and/or had to forgo their meal periods altogether. For example, Mr. Monroy Chavez would miss his meal periods or have them interrupted or cut short, due to a lack of coverage resulting from being the only managerial employee scheduled to work or because he needed to attend to customers and the drive-thru line.

Moreover, CAM-BAS did not provide Mr. Monroy Chavez and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Monroy Chavez worked shifts in excess of ten (10) hours or more per day twice per month, but was never provided a second 30-minute meal period. Mr. Monroy Chavez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

CAM-BAS knew or should have known that as a result of its company-wide policies and/or practices, that Mr. Monroy Chavez and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CAM-BAS further knew or should have known that it did not pay Mr. Monroy Chavez and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted.

Furthermore, CAM-BAS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Monroy Chavez and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that CAM-BAS did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, CAM-BAS did not pay other aggrieved employees at the correct rate of pay for premium wages because CAM-BAS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CAM-BAS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Monroy Chavez and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties — including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, CAM-BAS regularly failed to authorize and permit Mr. Monroy Chavez and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, CAM-BAS's company-wide practices, including utilizing labor budgets and assigning heavy workloads, prevented Mr. Monroy Chavez and other aggrieved employees from being relieved of all duty to take their rest periods. Furthermore, CAM-BAS failed to schedule rest periods, which, coupled with CAM-BAS's failure to provide adequate rest period coverage, further led to Mr. Monroy Chavez and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Additionally, upon information and belief, CAM-BAS maintained a company-wide on-premises rest period policy, which mandated that Mr. Monroy Chavez and other aggrieved employees remain on CAM-BAS's premises during their rest periods. Because Mr. Monroy Chavez and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes. Thus, CAM-BAS effectively maintained control over Mr. Monroy Chavez and other aggrieved employees during rest periods.

As a result of CAM-BAS's practices and policies, Mr. Monroy Chavez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Monroy Chavez missed his rest periods two (2) times per week due to a lack of rest period coverage. As a further example, CAM-BAS interrupted Mr. Monroy Chavez during rest periods three (3) times per week and instructed him to cut his rest periods short to attend to customers. Additionally, Mr. Monroy Chavez did not receive a third rest period when working shifts in excess of 10 hours.

CAM-BAS also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Monroy Chavez and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CAM-BAS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CAM-BAS did not pay other aggrieved employees at the correct rate of pay for premium wages because CAM-BAS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CAM-BAS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Monroy Chavez and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CAM-BAS has not provided Mr. Monroy Chavez and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, CAM-BAS has knowingly and intentionally provided Mr. Monroy Chavez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CAM-BAS issued uniform wage statements to Mr. Monroy Chavez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, CAM-BAS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CAM-BAS did not record the time Mr. Monroy Chavez and other aggrieved employees spent working off-the-clock, CAM-BAS did not list the correct amount of gross wages and net wages earned by Mr. Monroy Chavez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CAM-BAS failed to accurately list the total number of hours worked by Mr. Monroy Chavez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Also, because CAM-BAS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, CAM-BAS did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct

amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). CAM-BAS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), CAM-BAS willfully failed to maintain accurate payroll records for Mr. Monroy Chavez and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CAM-BAS failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Mr. Monroy Chavez and other aggrieved employees, in violation of section 1198. Furthermore, in light of CAM-BAS’s failure to provide Mr. Monroy Chavez and other aggrieved employees with second 30-minute meal periods to which they were entitled, CAM-BAS kept no records of meal start and end times for second meal periods.

Because CAM-BAS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Monroy Chavez and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Monroy Chavez and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Monroy Chavez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, CAM-BAS failed to pay Mr. Monroy Chavez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Mr. Monroy Chavez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

CAM-BAS willfully failed to pay Mr. Monroy Chavez and other aggrieved employees who are no longer employed by CAM-BAS all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving CAM-BAS's employ in violation of California Labor Code sections 201, 202, and 203.

Mr. Monroy Chavez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 206.5 – Release of Claims for Wages Due

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee."

During the relevant time period, CAM-BAS required Mr. Monroy Chavez and other aggrieved employees to release their claims for meal and/or rest period violations, as well as their claims for uncompensated hours worked, as a condition of receiving their paychecks. For example, prior to receiving his paycheck, CAM-BAS required Mr. Monroy Chavez to sign a form indicating his assent to certain releasing language, including, but not limited to, that Mr. Monroy Chavez had not worked off-the-clock during that pay period, that Mr. Monroy Chavez had been compensated for all hours worked, that Mr. Monroy Chavez had approved all modifications to his timesheet, that Mr. Monroy Chavez had received all meal and rest periods to which he was entitled, and that Mr. Monroy Chavez had received premium pay for any and all meal and rest periods that he did not receive.

CAM-BAS compelled Mr. Monroy Chavez and other aggrieved employees to sign these false verifications when they, in fact, had not received all earned and unpaid wages, including, but not limited to, overtime wages, minimum wages, and meal and rest period premium wages. CAM-BAS's policy and practice of requiring Mr. Monroy Chavez and other aggrieved employees to release their claims for unpaid wages as a condition to receiving their final paychecks is in violation of California Labor Code section 206.5.

Mr. Monroy Chavez and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, during the relevant time period, CAM-BAS had a company-wide policy of requiring Mr. Monroy Chavez and other aggrieved employees to utilize their own personal cellular phones and cellular data to carry out their job duties, but CAM-BAS failed to reimburse them for the costs of their work-related cellular phone expenses. Mr. Monroy Chavez and other aggrieved employees were required to use their personal cellular phones to complete their work-related tasks, such as discussing matters with supervisors off-the-clock. For example, as stated, CAM-BAS required Mr. Monroy Chavez to calls from his supervisor on his personal cellular phone to discuss details about his previous shifts. Although CAM-BAS required Mr. Monroy Chavez and other aggrieved employees to utilize their personal cellular phones to carry out their work-related responsibilities, CAM-BAS failed to reimburse them for this cost.

Second, CAM-BAS had, and continues to have, a company-wide policy of requiring Mr. Monroy Chavez and other aggrieved employees to travel in their own personal vehicles or obtain alternate transportation to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, CAM-BAS required Mr. Monroy Chavez to drive his own vehicle 60 miles per week to other CAM-BAS restaurant locations in neighboring cities, to obtain restaurant ingredients such as milk, lettuce, and tomatoes. Although CAM-BAS required Mr. Monroy Chavez

and other aggrieved employees to utilize their own personal vehicles or obtain alternate transportation to complete these work-related duties, CAM-BAS never reimbursed them for all of their travel expenses.

Third, during the relevant time period, CAM-BAS, on a company-wide basis, expected Mr. Monroy Chavez and other aggrieved employees to report to work in “clean, pressed” and presentable uniforms, including a uniform shirt emblazoned with the McDonald’s logo, which forced Mr. Monroy Chavez and other aggrieved employees to frequently wash their uniforms, and incur expenses for doing so. Due to the nature of his work, Mr. Monroy Chavez’s uniforms would become stained and/or acquire an unpleasant odor, and Mr. Monroy Chavez would be required to wash these uniform shirts separately after every shift.

CAM-BAS could have provided Mr. Monroy Chavez and other aggrieved employees with the actual tools required for use on the job, such as company phones, company vehicles, and laundering services. Or, CAM-BAS could have reimbursed employees for their cellular phone, mileage, travel expenses, and laundering expenses. Instead, CAM-BAS passed these operating costs off onto Mr. Monroy Chavez and other aggrieved employees. At all relevant times, other aggrieved employees did not earn at least two (2) times the minimum wage.

Thus, CAM-BAS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Monroy Chavez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” CAM-BAS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Monroy Chavez’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Monroy Chavez seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Monroy Chavez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against CAM-BAS for violations of California Labor Code sections 201, 202, 203, 204, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Monroy Chavez seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mao Shiokura
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Mao Shiokura', with a stylized, flowing script.

Mao Shiokura

Copy: CAM-BAS, INC. (via U.S. Certified Mail); ORSA CORPORATION (via U.S. Certified Mail); WILLCO MANAGEMENT, INC. (via U.S. Certified Mail)



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- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0000 3958 7948

CAM-BAS, INC.
711 CALLE ARTIS
SAN JOSE CA 95131

stone

LAW APC

Century Park East, Ste 1000
San Jose, CA 95067

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

CAM-BAS, INC.

Street and Apt. No., P.O. Box No.

711 CALLE ARTIS

City, State, ZIP+4®

SAN JOSE CA 95131

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for instructions

Postmark
HereMonroy V. CAM-BAS
Inc.

CERTIFIED MAIL

tone
LAW APC
ury Park East, Ste 1000
s, CA 90067



7020 1290 0000 3958 7931

ORSA CORPORATION
711 CALLE ARTIS
SAN JOSE CA 95131



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

ORSA CORPORATION
711 CALLE ARTIS
SAN JOSE CA 95131



9590 9402 5816 0034 8461 44

2. Article Number (Transfer from service label)

7020 1290 0000 3958 7931

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

ORSA CORPORATION
711 CALLE ARTIS
SAN JOSE CA 95131

Postmark
Here

Monray V. Orsa
Corporation

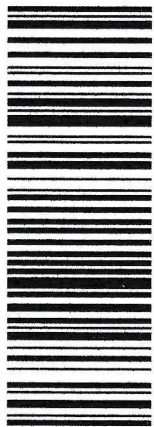
PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

tone

LAW APC

1000
 ury Park East, Ste 1000
 es, CA 90067



7020 1290 0000 3958 7924

WILLCO MANAGEMENT, INC.
 3115 PASEO VISTA
 SAN MARTIN CA 95046

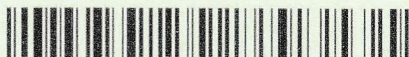


SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

WILLCO MANAGEMENT, INC.
 3115 PASEO VISTA
 SAN MARTIN CA 95046



9590 9402 5816 0034 8461 20

2. Article Number (Transfer from service label)

7020 1290 0000 3958 7924

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

WILLCO MANAGEMENT, INC.
 3115 PASEO VISTA
 SAN MARTIN CA 95046

Postmark
 Here

Monroy v. Willco
 Management, Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

tone
LAW APC
ury Park East, Ste 1000
es, CA 90067



7020 1290 0000 3958 7917

WILLCO MANAGEMENT, INC.
711 CALLE ARTIS
SAN JOSE CA 95131



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

WILLCO MANAGEMENT, INC.
711 CALLE ARTIS
SAN JOSE CA 95131



9590 9402 5816 0034 8461 51

2. Article Number (Transfer from service label)

7020 1290 0000 3958 7917

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Insured Mail
Insured Mail Restricted Delivery
(over \$500)

Domestic Return Receipt

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

WILLCO MANAGEMENT, INC.

Street and Apt. No., P.O. Box

711 CALLE ARTIS

City, State, Zip+4®

SAN JOSE CA 95131

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Monroy v. Willco
Management, Inc.

7020 1290 0000 3958 7917

SENDER: COMPLETE THIS SECTION

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1. Article Addressed to:

WILLCO MANAGEMENT, INC.
711 CALLE ARTIS
SAN JOSE CA 95131



9590 9402 5816 0034 8461 51

2. Article Number (Transfer from service label)

7020 1290 0000 3958 7917

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *JLS 312 CP*

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

12/6/20

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

CAM-BAS, INC.
711 CALLE ARTIS
SAN JOSE CA 95131



9590 9402 5816 0034 8461 37

2. Article Number (Transfer from service label)

7020 1290 0000 3958 7948

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *JLS 312 CP*

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

12/6/20

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

ORSA CORPORATION
711 CALLE ARTIS
SAN JOSE CA 95131



9590 9402 5816 0034 8461 44

2. Article Number (Transfer from service label)

7020 1290 0000 3958 7931

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *JLS 312 CP*

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

12/6/20

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

WILLCO MANAGEMENT, INC.
3115 PASEO VISTA
SAN MARTIN CA 95046



9590 9402 5816 0034 8461 20

2. Article Number (Transfer from service label)

7020 1290 0000 3958 7924

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X D. Fegundo

☒ Agent
☐ Addressee

B. Received by (Printed Name)

W RRI CT9

C. Date of Delivery

11-17-20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On **January 19, 2021**, I served the document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending [] the original [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Cosme A. Fagundo
711 Calle Artis
San Jose, CA 95131

Registered Agent for Defendant
CAM-BAS, INC.

Cosme A. Fagundo
711 Calle Artis
San Jose, CA 95131

Registered Agent for Defendant
ORSA CORPORATION

Cosme A. Fagundo
711 Calle Artis
San Jose, CA 95131

Registered Agent for Defendant
WILLCO MANAGEMENT, INC.

() **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

() **BY FAX TRANSMISSION:** At or before 5:00 pm, I caused said document(s) to be transmitted by facsimile. The name(s) and facsimile machine telephone number(s) of the person(s) served are set forth in the service list. The document was transmitted by facsimile transmission, and the sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

() **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.

() **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

(X) **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

///

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() **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

Executed on **January 19, 2021**, at Los Angeles, California.

Xochitl Tapia
Type or Print Name


Signature