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SUPERIOR COURT OF THE STATE OF CALIFORNIA

14

COUNTY OF SACRAMENTO

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Tyshawn Barnes (aka Tishawn Barnes), an
individual, on behalf of herself and on behalf of
16 all persons similarly situated,

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Plaintiff,

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19

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v.

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Bridge Locations LLC, a California
23 Corporation; and DOES 1 through 50, inclusive,

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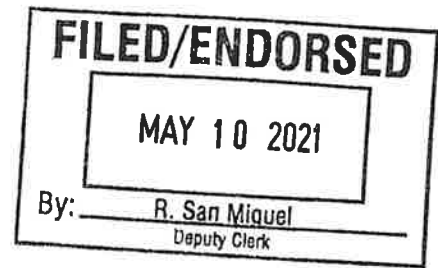
Defendants.

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Case No. 34 2021 00295839

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Pay Straight-Time and Overtime Wages
2. Failure to Provide Required Meal Breaks
3. Failure to Authorize and Permit Required Paid Rest Periods
4. Failure to Reimburse Required Expenses
5. Failure to Provide Accurate Itemized Wage Statements
6. Failure to Pay All Wages Owed Upon Separation
7. Failure to Produce Personnel File and Wage Statements
8. Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)
9. Violation of the Private Attorneys General Act (Cal. Labor Code §§ 2698, *et seq.*)

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff Tyshawn Barnes (*aka* Tishawn Barnes) (hereinafter “Plaintiff” or “Barnes”), an
2 individual, on behalf of herself and all other similarly situated current and former non-exempt
3 employees, alleges on information and belief, except for her own acts and experiences, which are
4 based on personal knowledge, the following:

5 INTRODUCTION

6 1. This is a putative class action brought against Defendant Bridge Locations LLC
7 (hereinafter “Defendant” or “Bridge Locations”) for (i) failing to pay straight-time wages and
8 overtime wages at the lawful regular rate of pay for all work performed; (ii) failing to provide
9 compliant duty-free meal breaks; (iii) failing to authorize and permit compliant paid duty-free rest
10 periods; (iv) failing to pay all owed wages each and every pay period; (v) failure to reimburse
11 business expenses; (vi) failing to provide accurate, compliant, itemized wage statements; (vii)
12 failing to pay all wages owed upon separation of employment; (viii) failing to produce timely
13 personnel file and payroll records; (ix) violation of California’s Unfair Competition Law (“UCL”);
14 and, (x) violating the California Private Attorneys General Act (hereinafter the “PAGA”).

15 2. Plaintiff is a Member of and the named representative for the Class, the Separated
16 Employee Subclass, the Wage Statement Subclass, and the Denied File Request Subclass as
17 defined in Paragraphs 19-22 below. The term “Class” includes Plaintiff and all other persons who
18 are members of the “Class,” and/or the “Separated Employee Subclass,” and/or the “Wage
19 Statement Subclass,” and/or the “Denied File Request Subclass” as herein defined.

20 3. On behalf of herself and other Members of the Class and Subclasses, Plaintiff seeks
21 1) all straight-time and overtime wages owed, under Labor Code §§ 510, 1194 and 1197; 2) an
22 additional hour of premium pay owed under Labor Code § 226.7 and the applicable I.W.C. Wage
23 Order for each day Defendant(s) failed to provide all required, compliant meal breaks; 3) an
24 additional hour of premium pay owed under Labor Code § 226.7 and the applicable I.W.C. Wage
25 Order for each day Defendant(s) failed to authorize and permit all required, compliant, paid rest
26 periods; 4) unpaid wages, due every pay period, under Labor Code § 204; 5) reimbursement of
27 incurred business expenses expense reimbursement, under Labor Code § 2802; 6) unpaid wages,
28 due at the time of resignation or termination, under Labor Code §§ 201 and/or 202; 7) continuation

1 wages under Labor Code § 203; 8) penalties for inaccurate/non-compliant itemized wage
2 statements, under Labor Code § 226(e); 9) penalties for non-compliance with production of
3 personnel records and payroll records, under Labor Code § 1198.5(k) and § 226(f); 9) restitution
4 under California Business & Professions Code (“Cal. Bus. & Prof. Code”) § 17203; and, 10)
5 injunctive relief under Labor Code § 226(h) and Cal. Bus. & Prof. Code § 17200.

6 4. The State of California Private Attorneys General Act of 2004 (“PAGA”) allows for
7 a tolling of the limitations period during the period during which the California Labor and
8 Workforce Development Agency (hereinafter the “LWDA”) is assessing, or the employer may be
9 curing, the alleged violations. Cal. Labor Code § 2699.3(d). On March 5, 2021, pursuant to Labor
10 Code § 2699.3(a)(1), counsel for Plaintiff, on behalf of Barnes, provided written notice via online
11 filing with the LWDA and via certified mail, with return-receipt, to the employer / Defendant,
12 alleging violations of the Labor Code and the facts and theories that support the alleged violations.
13 (*see Exhibit 1*, attached hereto and incorporated by this reference herein). Additionally, on
14 October 30, 2020, pursuant to Labor Code § 2699.3(a)(1)(B), counsel for Plaintiff, on behalf of
15 Barnes, submitted the required filing fee of \$75.00 to the LWDA. (*see Ex. 1*).

16 **JURISDICTION AND VENUE**

17 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
18 Procedure (“Cal. Code of Civ. Proc.”) § 410.10 and Cal. Bus. & Prof. Code § 17203. This action is
19 brought as a Class Action on behalf of Plaintiff and similarly situated employees of Defendants,
20 pursuant to Cal. Code of Civ. Proc. § 382.

21 6. Venue is proper in this Court, pursuant to Cal. Code of Civ. Proc. §§ 395 and 395.5,
22 because Plaintiff performed work on behalf of Defendant in the County of Sacramento, and
23 Defendant committed the wrongful conduct herein alleged in the County of Sacramento against
24 Plaintiff and Members of the Class.

25 **THE PARTIES**

26 **A. Plaintiff and the Class**

27 7. Plaintiff Tyshawn Barnes (*aka* Tishawn Barnes) was employed by Defendant Bridge
28 Locations LLC in the State of California as an hourly, non-exempt employee from approximately

1 February 1, 2020 through December 29, 2020. Plaintiff worked in a retail store selling “Xfinity”
2 (parent company is Comcast) cable television service, home telephone service, internet service,
3 home security services, mobile cellular telephones and tablets and accompanying cellular service.
4 Plaintiff typically was assigned to work five (5) days per week and was typically assigned a shift of
5 9 a.m. to 5 p.m. Plaintiff initially earned \$13.00 per hour, plus commissions/incentive-based
6 compensation.

7 8. Plaintiff and other hourly, non-exempt employees were provided with company
8 business cards that listed their personal cellular telephone numbers. Customers would call and text
9 Plaintiff on her personal cellular telephone and Defendants failed to reimburse for cellular
10 telephone usage. Additionally, Plaintiff was required to download several applications on her
11 personal cellular telephone (*i.e.* Replicon, Stratus HR, Yammer, Outlook, SharePoint, etc.) without
12 receiving reimbursement.

13 9. On certain occasions Plaintiff purchased supplies for the retail store location,
14 including paper and printer ink, and Defendants failed to provide reimbursement for these office
15 supplies. Additionally, Plaintiff would use her personal vehicle to travel to: 1) purchase office
16 supplies at various office supply stores; 2) make bank deposits at Wells Fargo and Bank of
17 America; and, 3) drop-off packages at FedEx or UPS, all without receiving mileage reimbursement.

18 10. Due to Defendants' policy and practice of distributing business cards for employees
19 to provide to customers, Plaintiff would receive phone calls and/or text messages from customers
20 when away from Defendant's retail store location which resulted in time spent performing work
21 while off-the-clock and without payment for this time work time. Further, the time spent working
22 away from Defendants' retail store location was not properly accounted for when determining
23 eligibility for meal breaks and rest periods.

24 11. Plaintiff earned various monetary commissions, bonuses, and/or incentives through
25 her employment, however, Defendants failed to incorporate these non-discretionary commissions,
26 bonuses, and/or incentive amounts into the regular rate of pay for purposes of calculating the
27 overtime rate of pay correctly and paying them in a timely manner as mandated under California
28 law.

1 12. On or about December 30, 2020, Plaintiff made a written requested, via certified
2 U.S. Mail to Defendants corporate office, for purposes of receiving her personnel file and wage
3 statements. As of the date of this Complaint being filed, Defendants have failed to produce the
4 personnel file and wage statements.

5 13. The Members of the Class and Subclassed are similarly situated persons who are
6 presently employed or were formerly employed by Defendants in the State of California as hourly,
7 non-exempt employees who: 1) were not paid straight-time and overtime wages at the lawful rate
8 of pay for all work performed; 2) were not provided with uninterrupted, compliant, duty-free 30-
9 minute meal breaks; 3) were not authorized and permitted to take compliant, paid, duty-free 10-
10 minute rest periods; 4) were not paid all wages due each and every pay period; 5) were not
11 reimbursed for all incurred business expenditures; 6) were not provided with copies of their
12 personnel files and wage statements when so requested in writing; 7) were not provided with all
13 earned wages upon their separation of employment; and/or, 8) were not provided compliant
14 accurate itemized wage statements.

15 14. The true names and capacities, whether individual, corporate, associate or otherwise
16 of the Defendants sued here as DOES 1 through 50, inclusive, are presently unknown to Plaintiff,
17 who therefore sues these Defendants by such fictitious names, pursuant to Cal. Civ. Proc. Code §
18 474. Plaintiff is informed and believes, and based thereon, alleges that each of the Defendants
19 designated herein is legally responsible in some manner for the unlawful acts referred to herein. To
20 the extent required, Plaintiff will seek leave of Court to amend this Complaint to reflect the true
21 names and capacities of these Defendants, when they have been ascertained and become known.

22 15. The agents, servants and/or employees of Defendants and each of them, acting on
23 behalf of the Defendants, acted within the course and scope of his, her or its authority as the agent,
24 servant and/or employee of the Defendants, and personally participated in the conduct alleged
25 herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the
26 acts of each Defendant are legally attributable to the other Defendants and all Defendants are
27 jointly and severally liable to Plaintiff and the other non-exempt hourly employees, for the loss
28 sustained as a proximate result of the conduct of the Defendants' agents, servants and/or

employees.

B. Defendants

16. Defendant Bridge Locations LLC is an entity created under the laws of the State of California. At all relevant times mentioned herein, Defendant conducted substantial business in the State of California, County of Sacramento. Bridge Locations is a premier branded partner for Xfinity (a Comcast company), operating retail sales and service centers, selling cable, internet, phone, security, and cellular service and devices. According to the Bridge Locations website (<https://bridgelocations.com>) the company currently maintains retail store locations in Colorado (7 locations), Georgia (9 locations), Washington (5 locations), Oregon (6 locations), Minnesota (5 locations), Utah (4 locations), and California (9 locations) and over a dozen additional retail store locations slated to open soon. Defendant was the employer of Plaintiff during her employment.

17. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

18. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

CLASS ACTION ALLEGATIONS

19. Plaintiff brings this action on behalf of herself and all other similarly situated persons as a class action pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class composed of defined as follows:

All of Defendants' non-exempt hourly employees working in the State of California at any time since March 5, 2017 through the date as determined by the Court ("Class Period") ("Class Members").

1 20. Plaintiff also seeks to bring this action on behalf of herself and all other similarly
2 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

3 **All Class Members whose employment ended at any time since March 5, 2018**
4 **(“Separated Subclass Members”).**

5 21. Plaintiff also seeks to bring this action on behalf of herself and all other similarly
6 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

7 **All Class Members employed at any time since March 5, 2020**
8 **(“Wage Statement Subclass Members”).**

9 22. Plaintiff also seeks to bring this action on behalf of herself and all other similarly
10 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

11 **All Class Members employed at any time since March 5, 2017 who requested**
12 **their personnel file and/or wage statements in writing and failed to receive**
13 **production of the personnel file within 30 days of said request and/or wage**
14 **statements within 21 days of said request from Defendants**
15 **(“Denied File Request Subclass Members”).**

16 23. This action has been brought and may be maintained as a class action pursuant to
17 Code of Civil Procedure § 382, because there is a well-defined community of interest among many
18 persons who comprise a readily ascertainable class.

- 19 a. The Class Members are so numerous that individual joinder of all of them as
20 plaintiffs is impractical. Although the exact number of Class members is unknown
21 to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that
22 there are not less than 100 Class Members.
- 23 b. The identity of Class Members can readily be determined from Defendants’ records.
24 Defendants’ records include the name and address of every person who performed
25 work for them during the Class Period.
- 26 c. Common questions of law and fact exist as to Class Members and predominate over
27 any questions that may affect only individual Class Members. These common
28 questions include, but are not limited to:

- (1) Did Defendants, in violation of Labor Code §§ 510, 1194, and 1197, fail to pay for all straight-time and overtime wages at the lawful rate of pay owed to them?
- (2) Did Defendants violate Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order by failing to provide compliant duty-free meal breaks as alleged herein?
- (3) Did Defendants violate Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order by failing to authorize and permit compliant duty-free paid rest periods as alleged herein?
- (4) Did Defendants, in violation of Labor Code § 2802, fail to indemnify Class Members for all necessary expenditures or losses incurred in the course of their duties?
- (5) Did Defendants fail to provide Wage Statement Subclass Members with accurate, compliant, itemized wage statements?
- (6) Are Defendants liable for civil penalties under Labor Code § 226?
- (7) Did Defendants, in violation of Labor Code § 201 or § 202, fail to pay timely all wages owed to Separated Subclass Members upon separation?
- (8) Did Defendants act willfully when they failed to pay timely all wages owed to Separated Subclass Members upon separation?
- (9) Are Defendants liable for penalty wages under Labor Code § 203?
- (10) Did Defendants fail to provide Denied File Request Subclass Members with personnel files and wage statements pursuant to Labor Code § 1198.5 and § 226?
- (11) Did Defendants violate the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by their unlawful practices, as alleged herein?
- (12) Did Defendants violate the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by failing to pay Plaintiff and Class Members all wages earned each pay period, in violation of Labor Code § 204, as alleged herein?

1 (13) Are Defendants liable for restitution under Cal. Bus. & Prof. Code § 17203?
2 (14) Are Defendants liable for pre-judgment interest?
3 (15) Are Defendants liable for attorney's fees and costs?
4 d. Plaintiff is a Member of the Class and the Subclasses, and her claims are typical of
5 the claims of the other Class Members and Subclass Members. Plaintiff is informed
6 and believes and thereon alleges that Defendants maintain policies or practices of: 1)
7 failing to pay straight-time and overtime wages at the lawful rate of pay for all hours
8 actually worked; 2) failing to provide compliant meal breaks; 3) failing to authorize
9 and permit compliant properly paid rest periods; 4) failing to pay employees for all
10 wages earned during each pay period; 5) failing to reimburse employees for all
11 incurred business expenses; 6) failing to produce personnel files and wage
12 statements pursuant to request; 7) failing to pay employees all earned wages due
13 upon separation of employment; and/or 8) failing to provide employees with
14 accurate, compliant itemized wage statements.
15 e. Plaintiff will adequately and fairly protect the interests of the Class Members and
16 Subclass Members. Plaintiff has no interest adverse to the interests of absent Class
17 Members and Subclass Members. Plaintiff is represented by legal counsel who has
18 substantial class action experience in civil litigation and employment law.
19 24. A class action is superior to other available means for fair and efficient adjudication
20 of the claims of the Class and would be beneficial for the parties and the court. Class action
21 treatment will allow a large number of similarly situated persons to prosecute their common claims
22 in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and
23 expense that numerous individual actions would require. The monetary amounts due to many
24 individual Class Members are likely to be relatively small, and the burden and expense of
25 individual litigation would make it difficult or impossible for individual members of the Class to
26 seek and obtain relief. A class action will serve an important public interest by permitting such
27 individuals to effectively pursue recovery of the sums owed to them. Further, class litigation
28 prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

FIRST CAUSE OF ACTION
Failure to Pay Straight-Time and Overtime Wages
(By Plaintiff and the Class Members against all Defendants)

25. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

26. At all relevant times, Plaintiff and the Class Members were and/or are employees of Defendants covered by Labor Code §§ 510, 1194, and 1197 and the applicable I.W.C. Wage Order.

27. By their failure to pay straight-time wages and overtime wages at the lawful rate of pay for all time worked, Defendants willfully breached their agreement to pay wages, in violation of Labor Code §§ 510, 1194 and 1197 and the applicable I.W.C. Wage Order.

28. Plaintiff is informed and believes and thereon alleges that at all relevant times within the applicable limitations period, Defendants maintained and continue to maintain a policy or practice of requiring Class Members to work off the clock, both at the retail store location(s) and away from the retail store location (*i.e.* at home, etc.), thereby failing to compensate employees properly for all the time they actually worked and were under the employer's control. Additionally, Defendants had a policy and practice of paying earned commissions to Class Members only once per month, rather than more at least semi-monthly, as prescribed by Labor Code § 204. In practice, Plaintiff and the Class Members only received their earned commissions on alternating paychecks, as reflected on half of their wage statements. Further, Defendants maintained and continue to maintain a policy or practice of paying Class Members monetary commissions, bonuses, and/or incentive compensation without factoring this additional non-discretionary compensation properly into the regular rate of pay calculation when paying overtime wages for all pay periods during which the commission, bonus, and/or incentive compensation was earned. Although Defendants appear to have taken commission payments paid into account in determining the overtime rate of pay for *some* overtime hours worked, the commission payments earned during prior pay periods are not taken into account to true up the overtime rate of pay for the overtime hours worked during the time period resulting in the subsequent commission payment. This inadequate payment of overtime wages during certain pay periods stems, at least in part, from Defendants' failure to make commission payments as frequently as required by the California Labor Code, as well as Defendants' failure to provide clear, accurate, compliant, itemized wage statements.

1 and believes and thereon alleges that at all relevant times within the applicable limitations period,
2 Defendants maintained and continue to maintain a policy or practice of not paying additional pay at
3 the lawful rate of pay to employees for the failure to provide compliant meal breaks.

4 36. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
5 suffered damages in an amount, subject to proof, to the extent they were not paid additional wages
6 at the lawful rate of pay owed for the failure to provide compliant meal breaks.

7 37. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
8 recover the full amount of their unpaid additional wages for unprovided meal breaks. Pursuant to
9 Labor Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable
10 attorney's fees and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code §3287(a), Plaintiff
11 and the Class Members are entitled to recover prejudgment interest on the additional wages owed
12 for missed meal breaks at the lawful rate of pay.

13 **THIRD CAUSE OF ACTION**

14 **Failure to Authorize and Permit Required Paid Rest Periods**

15 (By Plaintiff and the Class Members against all Defendants)

16 38. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

17 39. At all relevant times, Plaintiff and the Class Members were and/or are employees of
18 Defendants covered by Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order.

19 40. Pursuant to Labor Code §§ 226.7 and 512 and the applicable I.W.C. Wage Order,
20 Plaintiff and the Class Members are entitled to properly paid rest periods of at least ten (10)
21 minutes for each four (4) hour period of work or major fraction thereof and one (1) hour of
22 additional pay for every day that each and every required compliant paid rest period was not
23 authorized and permitted. Further, Plaintiff and the Class Members have been denied their first rest
24 period of at least ten (10) minutes for some shifts worked of at least two and a half (2.5) to four (4)
25 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between
26 six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for
27 some shifts worked of ten (10) hours or more.

28 41. Defendants have failed to provide Plaintiff and the Class Members the additional
hour of pay required under Labor Code §§ 226.7 and 512 and the applicable I.W.C. Wage Order.

1 Plaintiff is informed and believes and thereon alleges that at all times during the applicable
2 limitations period, Defendants maintained and continue to maintain a policy or practice of requiring
3 Plaintiff and Class Members to remain “on-duty” and performing work duties during their
4 supposed “rest periods,” and failing to account for work time spent by Class Members while away
5 from their retail store location Defendants failed to pay and continue to fail to properly pay
6 Plaintiff and Class Members at the regular rate of pay for all rest periods, as required by law.

7 42. As a result of Defendants’ unlawful conduct, Plaintiff and the Class Members have
8 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
9 owed for missed rest periods at the lawful rate of pay.

10 43. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
11 recover the full amount of their unpaid additional wages for missed rest periods. Pursuant to Labor
12 Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable attorney’s
13 fees and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiff and the
14 Class Members are entitled to recover prejudgment interest on the additional pay owed for missed
15 rest periods.

16 **FOURTH CAUSE OF ACTION**
17 **Failure to Reimburse Required Expenses**
(By Plaintiff and the Class Members against all Defendants)

18 44. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

19 45. At all relevant times, Plaintiff and the other Members of the Class were employees
20 of Defendants covered by Labor Code § 2802 which provides, in relevant part, that:

21 An employer shall indemnify his or her employee for all necessary expenditures or
22 losses incurred by the employee in direct consequence of the discharge of his or her
23 duties, or of his or her obedience to the directions of the employer, even though
24 unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

25 46. At all relevant times herein, Defendants violated Labor Code § 2802 by failing to
26 reimburse and indemnify the Plaintiff and the other Members of the Class for cellular/mobile
27 telephone usage/data and not providing them with company phones. Specifically, Defendants
28 printed business cards for Class Members that listed their personal cellular telephone number which

1 were to be provided to customers. Further, Plaintiff was required to download and use multiple
2 applications that were required in her daily work routine on her smartphone device.

3 47. At all relevant times herein, Defendants violated Labor Code § 2802 by failing to
4 reimburse and indemnify the Plaintiff and the other Members of the Class for mileage incurred
5 when travelling to purchase store supplies (paper, printer ink, etc.) from office supply stores (e.g.
6 Staples, Office Max, etc.), performing bank runs (e.g. Bank of America, Wells Fargo, etc.), and
7 dropping off packages at shipping locations (e.g. FedEx and UPS). Additionally, on certain
8 occasions, supplies for the retail store (paper, printer ink, etc.) were purchased and never
9 reimbursed to Plaintiff and other Class Members.

10 48. Labor Code § 2802(b) and (c) provides for interest at the statutory post judgment
11 rate of ten percent (10%) simple interest per annum from the date of the expenditure, plus
12 attorneys' fees to collect reimbursement.

13 49. Plaintiff therefore demands reimbursement for expenditures or losses incurred by
14 her and the other Class Members in the discharge of their duties for Defendants, or their obedience
15 to the directions of Defendants, with interest at the statutory rate and attorneys' fees and costs
16 under Labor Code § 2802.

17 **FIFTH CAUSE OF ACTION**

18 **Failure to Provide Compliant Accurate Itemized Wage Statements**
(By Plaintiff and the Wage Statement Subclass Members against all Defendants)

19 50. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

20 51. At all relevant times, Plaintiff and the Wage Statement Subclass Members were
21 and/or are employees of Defendants covered by Labor Code § 226.

22 52. Pursuant to Labor Code § 226(a), Plaintiff and the Wage Statement Subclass
23 Members are entitled to receive, semi-monthly or at the time of each payment of wages, an
24 accurate, compliant itemized statement showing gross wages earned; net wages earned; all
25 applicable hourly rates in effect during the pay period; the corresponding number of hours worked
26 at each hourly rate by the employee; the inclusive dates of the period for which the employee is
27 paid; and the name and address of the legal entity that is the employer.

28 ///

1 53. Defendants have failed to provide Plaintiff and the Wage Statement Subclass
2 Members accurate, compliant itemized wage statements in accordance with Labor Code §§ 226(a)
3 and 226.2. Plaintiff is informed and believes and thereon alleges that at all relevant times since one
4 (1) year preceding the filing of the Complaint in this action (the “Penalty Period”), Defendants
5 maintained a policy or practice of failing to pay straight-time and overtime wages for all time
6 actually worked, failing to pay overtime wages at the lawful rate of pay, failing to accurately record
7 all hours actually worked, failing to pay meal break premium payments, failing to pay rest period
8 premium payments, and failing to itemize the applicable rates of compensation. Additionally,
9 when Defendants paid commission, bonus, and/or incentive compensation, they failed to indicate
10 clearly the period of work to which that compensation applied. Moreover, Defendants did not
11 correct the overtime hours or rate of pay on an itemized statement for the next regular pay period,
12 including the dates of the pay period for which the correction was being made, as indicated in
13 Labor Code § 204(b)(2). Defendants’ practice resulted and continues to result in the issuance of
14 non-compliant ‘wage statements’ to Class Members that do not show the correct amount of gross
15 wages earned, the correct amount of net wages earned, the correct number of hours worked, the
16 correct hourly rates of pay in effect for each hour worked, and the correct deductions made thereto
17 for taxing authority purposes.

18 54. Further, Plaintiff is informed and believes and thereon alleges that at relevant times
19 during the Penalty Period, Defendants maintained a policy or practice of failing to indicate on the
20 wage statements / pay stubs the full and correct name and address of the legal entity that is the
21 employer of Plaintiff and the Wage Statement Subclass Members – here Defendant Bridge
22 Locations LLC. Rather, on wage statements provided to Plaintiff and Wage Statement Subclass
23 Members, Defendants indicated the name and address of Stratus.HR, which on information and
24 belief acted as Defendants' payroll company, not as the legal employer. The name "Bridge
25 Locations" (but **not** Bridge Locations LLC) appeared elsewhere on these pay stubs, but without
26 indicating any address for Bridge Locations or Bridge Locations LLC, in violation of Labor Code §
27 226(a)(8).

28 ///

1 55. Defendants' failure to provide Plaintiff and the Wage Statement Subclass Members
2 with compliant and accurate itemized wage statements was and is knowing and intentional.
3 Defendants have had the ability to provide Plaintiff and Wage Statement Subclass Members with
4 accurate wage statements, but intentionally provided 'wage statements' that Defendants knew were
5 not accurate or compliant.

6 56. As a result of Defendants' conduct, Plaintiff and the Wage Statement Subclass
7 Members have suffered injury. The absence of accurate and complete information on their wage
8 statements has prevented timely challenges to Defendants' unlawful pay practices, has and will
9 require discovery and mathematical computations to determine the amount of wages owed and
10 number of hours actually worked, has caused difficulty and expense in attempting to reconstruct
11 time and pay records, and has led to the submission of inaccurate information about wages and
12 deductions to state and federal government agencies.

13 57. Pursuant to Labor Code § 226(e), Plaintiff and the Wage Statement Subclass
14 Members are entitled to recover fifty dollars (\$50) for the initial pay period during the Penalty
15 Period in which a violation of Labor Code § 226 occurred and one hundred dollars (\$100) for each
16 violation of Labor Code § 226 in a subsequent pay period, not to exceed an aggregate penalty of
17 four thousand dollars (\$4,000) per employee.

18 58. Pursuant to Labor Code § 226(h), Plaintiff and the Wage Statement Subclass
19 Members are entitled to bring an action for injunctive relief to ensure Defendants' compliance with
20 Labor Code § 226(a). Injunctive relief is warranted because Defendants continue to provide
21 currently employed Wage Statement Subclass Members with inaccurate, deficient, non-compliant
22 'wage statements' in violation of Labor Code § 226(a) and currently employed Wage Statement
23 Subclass Members have no adequate legal remedy for the continuing injuries that will be suffered
24 as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available
25 for ensuring Defendants' compliance with Labor Code § 226(a).

26 59. Pursuant to Labor Code §§ 226(e) and 226(h), Plaintiff and the Wage Statement
27 Subclass Members are entitled to recover the full amount of penalties due under Labor Code
28 §226(e), reasonable attorney's fees and costs of suit.

SIXTH CAUSE OF ACTION
Failure to Pay All Wages Owed Upon Separation
(By Plaintiff and the Separated Subclass Members against all Defendants)

60. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

61. At all relevant times, Plaintiff and the Separated Subclass Members, were employees of Defendants covered by Labor Code §§ 201 and/or 202.

62. Pursuant to Labor Code §§ 201 and 202, Plaintiff and the Separated Subclass Members were entitled upon separation to timely payment of all wages earned and unpaid prior to separation. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

63. Defendants have failed to pay Plaintiff and the Separated Subclass Members all wages earned and unpaid prior to separation, in accordance with Labor Code §§ 201 and/or 202. Plaintiff is informed and believes and thereon alleges that during the three (3) year limitations period applicable to this cause of action, Defendants maintained and continue to maintain a policy or practice of failing to pay all straight-time and overtime wages at the lawful rate of pay for all time actually worked, all meal break premium payments, and all rest period premium payments owed at the time of separation from employment.

64. Defendants' failure to pay Plaintiff and the Separated Subclass Members all wages earned prior to separation in accordance with Labor Code § 201 and/or § 202 was and is willful. Defendants have had the ability to pay all wages earned by employees – including but not limited to all straight-time and overtime wages at the lawful rate of pay, but intentionally have adopted policies or practices incompatible with the requirements of Labor Code §§ 510, 1194, and 1197, and the applicable I.W.C. Wage Order. Defendants have had the ability to pay all meal break and rest period premium payments earned by employees but intentionally adopted policies or practices incompatible with the requirements of Labor Code § 226.7 and § 512, and the applicable I.W.C. Wage Order. When Defendants failed to pay upon separation all wages earned prior to separation,

1 Defendants knew what they were doing and intended to do what they did.

2 65. Pursuant to Labor Code § 201 or § 202, Plaintiff and the Separated Subclass
3 Members are entitled to all wages earned prior to separation that Defendants did not pay them.

4 66. Pursuant to Labor Code § 203, Plaintiff and the Separated Subclass Members are
5 entitled to penalty wages, from the day their earned and unpaid wages were due upon separation
6 until paid, up to a maximum of 30 days.

7 67. As a result of Defendants' conduct, Plaintiff and the Separated Subclass Members
8 have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
9 earned prior to separation in violation of Labor Code § 201 or § 202.

10 68. As a result of Defendants' conduct, Plaintiff and the Separated Subclass Members
11 have suffered damages in an amount, subject to proof, to the extent they were not paid all penalty
12 wages owed to them in violation of Labor Code § 203.

13 69. Pursuant to Labor Code §§ 218 and 218.5, Plaintiff and the Separated Subclass
14 Members are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, and
15 reasonable attorney's fees and costs of suit. Plaintiff and the Separated Subclass Members are
16 entitled to recover pre-judgment interest on all due and unpaid wages and penalty wages under
17 Labor Code § 218.6 and/or Civil Code § 3287(a).

18 **SEVENTH CAUSE OF ACTION**

19 **Failure to Produce Personnel File and Wage Statements**

20 (By Plaintiff and the Denied File Request Subclass Members against all Defendants)

21 70. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

22 71. Employers in California are required to "maintain a copy of each employee's personnel
23 records" and make a current or former "employee's personnel records available for inspection, and, if
24 requested by the employee or his or her representative, provide a copy thereof." Labor Code §
25 1198.5(c)(1)(3). "Every current and former employee, or his or her representative, has the right to
26 inspect and receive a copy of the personnel records that the employer maintains relating to the
27 employee's performance or to any grievance concerning the employee." Labor Code § 1198.5(a).

28 72. Employers are required to "make the contents of those personnel records available for
inspection to the current or former employee, or his or her representative, at reasonable intervals and at

1 reasonable times, but not later than 30 calendar days from the date the employer receives a written
2 request." Labor Code § 1198.5(b)(l).

3 73. Employers in California are required to keep on file for at least three years at the place
4 of employment or at a central location within the State of California copies of itemized wage statements
5 that accurately show all of the information as mandated under Labor Code § 226(a). Pursuant to Labor
6 Code § 226(b), a former employee has the right to inspect or receive a copy of records pertaining to
7 their employment, upon reasonable request to the employer, but no later than 21 days pursuant to Labor
8 Code § 226(c).

9 74. Plaintiff requested her personnel file and wage statements, via certified mail, on
10 December 30, 2020. Defendants failed to respond to her request with regard to either her personnel file
11 or her wage statements. Upon information and belief, Defendants have a pattern or practice of failing
12 to comply timely with employee requests for their personnel files and/or wage statements.

13 75. Plaintiff has been prejudiced in her efforts to obtain relief by her inability to access
14 critical employment information.

15 76. Defendants have violated Labor Code § 1198.5 by failing to provide employee
16 personnel records within thirty (30) days of the initial request for their production. As a result, Plaintiff
17 and each of the Denied File Request Subclass Members are entitled to recover the seven-hundred fifty
18 dollar (\$750) penalty from Defendants provided by Labor Code § 1198.5(k), as well as to recover costs
19 and reasonable attorney's fees provided by Labor Code § 1198.5(l).

20 77. Defendants have violated Labor Code § 226 by failing to provide wage statements
21 within twenty-one (21) days of the initial request for their production. As a result, Plaintiff and the
22 Denied File Request Subclass Members are entitled to recover the seven-hundred fifty dollar (\$750)
23 penalty from Defendants provided by Labor Code § 226(f), as well as to recover costs and reasonable
24 attorney's fees and injunctive relief, as provided by Labor Code § 226(h).

25 **EIGHTH CAUSE OF ACTION**
26 **Violation of California's Unfair Competition Law ("UCL")**
27 **[Cal. Bus. & Prof. Code § 17200, *et seq.*]**
28 **(By Plaintiff and the Class Members against all Defendants)**

78. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

///

1 79. Plaintiff brings this claim on behalf of herself and all others similarly situated in his
2 representative capacity against Defendants and Does 1 through 50, for their unlawful business acts
3 and/or practices pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”), which prohibits
4 all unlawful business acts and/or practices.

5 80. Defendants are each a “person,” as that term is defined under Cal. Bus. & Prof.
6 Code § 17021.

7 81. The UCL defines unfair competition as any unlawful, unfair, or fraudulent business
8 act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with
9 respect to unfair competition as follows:

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

19 Cal. Bus. & Prof. Code § 17203.

20 82. By the conduct alleged herein, Defendants have engaged and continue to engage in
21 business practices that violate California law, including but not limited to, the applicable I.W.C.
22 Wage Order(s), the California Code of Regulations, and the California Labor Code, including §§
23 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, 1198.5, and 2802 thereof, for which this
24 Court should issue declaratory and other equitable relief, pursuant to Cal. Bus. & Prof. Code §
25 17203, as may be necessary to prevent and remedy the conduct held to constitute unfair
26 competition, including restitution of wages and premium pay wrongfully withheld.

27 83. By the conduct alleged herein, Defendants’ practices were and are unlawful and
28 unfair in that these practices have violated public policy, are immoral, unethical, oppressive,
unscrupulous or substantially injurious to employees, and are without valid justification or utility,
for which this Court should issue equitable and injunctive relief pursuant to Cal. Bus. & Prof. Code
§ 17203, including restitution of wages and premium pay wrongfully withheld.

///

1 84. By the conduct alleged herein, Defendants' practices were and are deceptive and
2 fraudulent, in that Defendants' uniform policy and practices have failed to pay Plaintiff and the
3 Class Members straight-time and overtime wages at the lawful rate of pay for all time actually
4 worked, have failed to provide lawful meal breaks and to authorize and permit compliant paid rest
5 periods, have failed to pay wages earned each and every pay period, have failed to provide accurate
6 and compliant itemized wage statements, have failed to reimburse incurred business expenses, have
7 failed to produce timely upon written request personnel files and wage statements, and have failed
8 to pay all wages owed upon separation of employment, as alleged herein, pursuant to the applicable
9 Cal. Lab. Code, and I.W.C. requirements in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*,
10 and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof.
11 Code § 17203, including restitution of wages and premium pay wrongfully withheld.

12 85. By the conduct alleged herein, Defendants' practices are also unlawful, unfair and
13 deceptive, in that Defendants' employment practices have caused Plaintiff and the Class Members
14 to be underpaid during their employment with Defendants.

15 86. By the conduct alleged herein, Defendants' practices are also unfair and deceptive,
16 in that Defendants' uniform policies, practices and procedures have failed to provide mandatory
17 meal breaks and/or to authorize and permit compliant rest periods to Plaintiff and the Class
18 Members.

19 87. By and through the unlawful and unfair business practices described herein,
20 Defendants have obtained valuable property, money and services from Plaintiff and the Class
21 Members, including earned wages for all straight-time and overtime worked and meal and rest
22 period premium wages, and have deprived them of valuable rights and benefits guaranteed by law
23 and contract, all to the detriment of these employees and to the benefit of Defendants, so as to
24 allow Defendants to unfairly compete against competitors who comply with the law.

25 88. All of the acts described herein as violations of, among other things, the I.W.C.
26 Wage Orders, the California Code of Regulations, and the Cal. Labor Code, are unlawful and in
27 violation of public policy, are immoral, unethical, oppressive and unscrupulous, are deceptive, and
28 thereby constitute unlawful, unfair, and/or deceptive business practices, in violation of Cal. Bus. &

1 Prof. Code § 17200, *et seq.*

2 89. Plaintiff and the Class Members are entitled to, and do, seek such relief as may be
3 necessary to restore to them the money and property that Defendants have acquired, or of which
4 Plaintiff and the Class Members have been deprived, by means of the above described unlawful
5 and unfair business practices, including earned but not limited to unpaid wages for all time worked.

6 90. Plaintiff and the Class Members are further entitled to, and do, seek a declaration
7 that the described business practices are unlawful, unfair and deceptive, and that injunctive relief
8 should be issued, restraining Defendants from engaging in any such unlawful and unfair business
9 practices in the future.

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

16 92. Wherefore, Plaintiff and the other Class Members are entitled to equitable relief,
17 including restitution, attorney's fees and costs, declaratory relief, and a permanent injunction
18 enjoining Defendants from their unlawful and/or unfair activity.

19 **NINTH CAUSE OF ACTION**
Violation of the Private Attorneys General Act
[Cal. Bus. & Prof. Code §§ 2698, *et seq.*]

20 (By Plaintiff on behalf of all aggrieved employees against all Defendants)

21 93. Plaintiff and all aggrieved employees of all Defendants incorporate all the preceding
22 paragraphs as though fully set forth herein.

23 94. PAGA is a mechanism by which the State of California itself can enforce state labor
24 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
25 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
26 a law enforcement action designed to protect the public and not to benefit private parties. The
27 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
28 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California

1 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
2 private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch.
3 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

4 95. Plaintiff brings this Representative Action on behalf of the State of California with
5 respect to herself and other hourly, non-exempt employees who were employed at retail stores
6 owned and/or operated by Defendant in the State of California since March 5, 2020, and who are
7 Class Members (the "Aggrieved Employees").

8 96. On March 5, 2021, Counsel for Plaintiff on behalf of Barnes gave written notice by
9 online filing to the LWDA and the employer via U.S. certified mail, return-receipt of the specific
10 code provisions alleged to have been violated as required by Labor Code § 2699.3. (See **Exhibit 1**).
11 The statutory waiting period to commence this action has expired. As a result, pursuant to §
12 2699.3, Plaintiff may now commence a representative civil action under PAGA pursuant to § 2699
13 as the proxy of the State of California with respect to all Aggrieved Employees as herein defined.

14 97. The policies, acts, and practices heretofore described were and are an unlawful
15 business act or practice because of Defendant's failure to pay all owed straight-time and overtime
16 wages at the lawful regular rate of pay for all work performed, failure to provide lawful duty-free
17 meal breaks, failure to provide lawful duty-free rest periods, failure to reimburse all incurred
18 business expenses, failure to pay all wages due each and every pay period, failure to provide
19 accurate itemized wage statements, and failure to provide all wages owed upon separation of
20 employment and thereby gives rise to statutory penalties as a result of such conduct. Plaintiff
21 hereby seeks recovery of civil penalties as prescribed by PAGA as the representatives of the State
22 of California for the illegal conduct perpetrated on Plaintiff and the other Aggrieved Employees,
23 against whom one or more of the violations of the California Labor Code was committed.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, on behalf of herself and all others similarly situated, Plaintiff prays for
26 judgment against Defendants as follows:

- 27 A. An order certifying this case as a class action;
28 B. An order appointing Plaintiff as representative for the Class;

- 1 C. An order appointing Plaintiff's counsel as counsel for the Class;
- 2 D. Damages for unpaid straight-time and overtime wages;
- 3 E. Civil Penalties under Labor Code § 226(e);
- 4 F. Damages for unpaid premium pay owed for meal breaks that Defendants failed to
- 5 provide, pursuant to Labor Code § 226.7;
- 6 G. Damages for unpaid premium pay owed for rest periods that Defendants failed to
- 7 authorize and permit, pursuant to Labor Code § 226.7;
- 8 H. Reimbursement for expenditures and/or losses under Labor Code § 2802;
- 9 I. Damages for unpaid final wages, under Labor Code § 201 and/or § 202;
- 10 J. Penalty continuation wages, under Labor Code § 203;
- 11 K. Penalties for failing to produce timely personnel files in response to written requests,
- 12 under Labor Code § 1198.5;
- 13 L. Penalties for failing to produce timely wage statements upon written request, under
- 14 Labor Code § 226;
- 15 M. Restitution for unpaid wages, under Cal. Bus. & Prof. Code § 17203;
- 16 N. Injunctive relief, under Labor Code § 226(h) and Cal. Bus. & Prof. Code § 17200, *et*
- 17 *seq.*, requiring that Defendants provide compliant, itemized wage statements and
- 18 cease and desist from their other unlawful and/or unfair employment practices;
- 19 O. Recovery of civil penalties as prescribed by PAGA;
- 20 P. An award of penalties, attorneys' fees, and costs of suit pursuant to Labor Code §
- 21 2699(g);
- 22 Q. Pre-judgment and post-judgment interest at the maximum legal rate;
- 23 R. Reasonable attorneys' fees;
- 24 S. Costs of suit; and,
- 25 ///
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T. Such other relief as the Court may deem just and proper.

Dated: May 10, 2021

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

By: 
Alexander I. Dychter
Attorneys for Plaintiff Barnes

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for herself and the Class on all claims so triable.

Dated: May 10, 2021

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

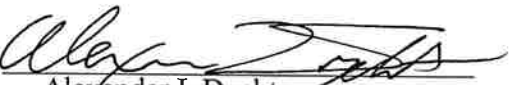
By: 
Alexander I. Dychter
Attorneys for Plaintiff Barnes

EXHIBIT 1



**DYCHTER
LAW OFFICES**
A PROFESSIONAL CORPORATION

180 BROADWAY, SUITE 1835, SAN DIEGO, CALIFORNIA 92101
TEL 619.487.0777 | FAX 619.330.1827

March 5, 2021

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7018 3090 0001 2150 0269]

Bridge Locations LLC
c/o Registered Agents Inc.
1267 Willis Street, Ste. 200
Redding, CA 96001

VIA ONLINE FILING ONLY
California Labor & Workforce Development Agency ("LWDA")

**Re: Notice of Violation of California Labor Code Sections 201-204, 226, 226.2, 226.7,
510, 1194, 1197, 2802; Industrial Welfare Commission Wage Order(s), And
Pursuant to California Labor Code Section 2699.5**

Dear Sir/Madam,

Our office represents Plaintiff Tyshawn Barnes (*aka* Tishawn Barnes) (the "Plaintiff" or "Barnes"), and other aggrieved employees in a class action lawsuit against BRIDGE LOCATIONS LLC ("Defendant" or "Bridge Locations"), a California Corporation. Plaintiff and other non-exempt hourly employees were employed at retail stores owned and/or operated by Bridge Locations, selling "Xfinity" branded products and/or services, including cable television, internet, and phone service, security systems and monitoring, and mobile cellular telephone service and accompanying mobile devices in the State of California. Defendant has failed to pay all owed straight-time and overtime wages at the lawful rate of pay for all work performed, failed to provide lawful duty-free meal breaks, failed to provide lawful duty-free rest periods, failed to reimburse all incurred business expenses, failed to pay all wages owed every pay period, failed to provide accurate itemized wage statements, and failed to pay all wages owed upon separation of employment in violation of the California Labor Code, and are therefore actionable under California Labor Code Section 2699.3.

A true and correct copy of the Complaint filed by Plaintiff on March 5, 2021 in the Superior Court of California – County of Sacramento is attached hereto as **Exhibit 1**, which **(i)** identifies the alleged violations, **(ii)** details the facts and theories which support the alleged violations, **(iii)** details the specific work performed by Plaintiff, **(iv)** sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and **(v)** sets forth the illegal practices used by Defendant. This information provides notice to the Labor and Workforce Development Agency ("LWDA") of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint (**Ex. 1**) into this letter as if fully set forth herein. If the LWDA needs any further information, please do not hesitate to ask. Attachment of **Ex. 1** herein is **NOT** meant to act as "service" of the Complaint on Defendant. Service of the attached **Ex. 1** will be conducted by Plaintiff on Defendant in the near future.

NOTE: The attached Complaint as **Exhibit 1** is **NOT** meant to act as “service” on Defendant.

This notice is provided to enable the Plaintiff to proceed with the Complaint filed in the Superior Court of California – County of Sacramento on March 5, 2021, against Bridge Locations as authorized by California Labor Code Section 2699, *et seq.* The pending class action lawsuit consists of a class of other aggrieved non-exempt hourly employees who worked for Bridge Locations in the State of California. As class counsel, our intention is to vigorously prosecute the class-wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorneys General Statute of 2004 on behalf of Plaintiff and all aggrieved Class Members.

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

Respectfully Submitted,

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above the printed name.

Alexander I. Dychter, Esq.
Attorneys for Plaintiff Barnes

encl: **Exhibit 1** = copy of Complaint filed on 3/5/2021

From: noreply@salesforce.com on behalf of **LWDA DO NOT REPLY**
To: [Alexander Dychter](#)
Subject: Thank you for submission of your PAGA Case.
Date: Friday, March 5, 2021 4:19:48 PM

3/5/2021

LWDA Case No. LWDA-CM-823868-21
Law Firm : Dychter Law Offices, APC
Plaintiff Name : Tyshawn Barnes (aka Tishawn Barnes)
Employer: Bridge Locations LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: [Alexander Dychter](#)
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Friday, March 5, 2021 4:19:58 PM

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-823868-21

Order Number: ORD-000098618

Total:\$75.00

Card Type: Visa

Date: 3/5/2021

Billing Information

Name: Alexander Dychter

Email: alex@dychterlaw.com

Billing Address:

180 Broadway, Ste. 1835

San Diego, California

92101

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

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

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

Postage

\$

Total Postage and Fees

\$

Sent To

BRIDGE LOCATIONS LLC c/o REGISTERED AGENTS, INC.

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

1267 Willis St., STE. 200

City, State, ZIP+4®

Redding, CA 96001

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

See Reverse for Instructions

Postmark
Here

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:

Bridge Locations LLC
c/o Registered Agents Inc.
1267 Willis Street, Ste. 200
Redding, CA 96001



9590 9402 5272 9154 7562 43

2. Article Number (Transfer from service label)

7018 3090 0001 2150 0269

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

FC BY

☐ Agent

☐ Addressee

B. Received by (Printed Name)

B-19

C. Date of Delivery

3-5

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

1 Tyshawn Barnes (aka Tishawn Barnes) v. Bridge Locations LLC
2 Superior Court of California, County of Sacramento
(Case No. 34-2021-00295839)

3
4 **PROOF OF SERVICE**

5 **STATE OF CALIFORNIA, COUNTY OF SACRAMENTO**

6 I, the undersigned, am over the age of 18 years and not a party to this action. My
7 business address is 180 Broadway, Suite 1835, San Diego, California 92101.

8 On the date of execution hereof, I caused to be served the following attached document:

9 **FIRST AMENDED COMPLAINT**

10 on the interested parties in this action, addressed as follows:

11 **Counsel for Defendant Bridge Locations LLC:**

12 Mr. Boris Sorsher, Esq.
13 Mr. Ashton M. Riley, Esq.
14 FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
Telephone: (949) 851-2424
15 Facsimile: (949) 851-0152
E-Mail: bsorsher@fisherphillips.com
16 E-Mail: ariley@fisherphillips.com

Co-Counsel for Plaintiff Barnes:

Mr. Walter L. Haines, Esq.
United Employees Law Group, PC
5500 Bolsa Ave., Ste. 201
Huntington Beach, CA 92649
Telephone: (562) 256-1047
Facsimile: (562) 256-1006
E-Mail: admin@uelglaw.com

17 Using the following service method(s):

18 **[XX] BY ELECTRONIC MAIL SERVICE:** Based on an agreement between the parties or
19 a court order in this action, plaintiff hereby serves the above listed document(s) via e-
20 mail only to the e-mail addresses as listed above. The transmission was reported as
complete and without error. My electronic notification address is:
Alex@DychterLaw.com

21
22 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

23 Executed on May 10, 2021, at San Diego, California.

24
25 Alexander I. Dychter