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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

JUAN JIMENEZ-MARTIN, as an individual,
on behalf of himself, and all persons similarly
situated,

Plaintiff,

v.

MATTRESS & FURNITURE EXPRESS, a
limited liability company authorized to do
business in the state of California; MHAS
COMPANIES INC., a corporation authorized to
do business in the state of California; and DOES
1 through 50 inclusive,

Defendants.

Case No.:

REPRESENTATIVE ACTION

- (1) VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
[Labor Code §§ 2698 *et seq.*];
- (2) VIOLATION OF CALIFORNIA'S
UNFAIR COMPETITION LAW
[Bus. & Prof. Code §§ 17200 *et seq.*];

INDIVIDUAL COMPLAINT

- (3) RETALIATION IN VIOLATION OF
CALIFORNIA'S REPORTING LAWS
[Labor Code §§ 98.6 and 1102.5]; and
- (4) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY

- JURY TRIAL DEMANDED -

Plaintiff Juan Jimenez-Martin ("Plaintiff") brings this individual and enforcement action in his
representative capacity against Defendants Mattress & Furniture Express, MHAS Companies, Inc., and
DOES 1 through 50, inclusive (collectively, "Defendants"), on the following grounds:

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FILED
Superior Court Of California,
Sacramento
07/14/2021
Istewart1
By _____, Deputy
Case Number:
34-2021-00304193

FILED BY FAX

INTRODUCTION

1. Plaintiff brings this enforcement action under the Private Attorneys General Act of 2004 (codified in California Labor Code §§ 2698 *et seq.*, “PAGA”) on behalf of himself and all other current or former non-exempt employees of Mattress & Furniture Express and MHAS Companies, Inc. in California (referred to herein as “Non-Exempt Employees”).

2. Plaintiff also brings this action against Defendants for retaliation and wrongful termination in violation of public policy.

3. Plaintiff alleges that during the relevant time period Defendants engaged in a common pattern and practice of wage and hour violations under the California Labor Code (“Labor Code”) and the Industrial Welfare Commission (“IWC”) Wage Orders to decrease their employment related costs by, among other things:

- a. Failing to timely pay all minimum, regular, and/or overtime wages;
- b. Failing to provide legally compliant meal periods and/or pay premium wages for non-compliant meal periods;
- c. Failing to provide legally compliant rest periods and/or pay premium wages for non-compliant rest periods;
- d. Failing to reimburse for necessary business expenses;
- e. Failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties;
- f. Failing to furnish accurate itemized wage statements;
- g. Failing to maintain accurate records; and
- h. Engaging in unlawful, unfair and/or fraudulent business practices; and
- i. Violating the Private Attorneys General Act of 2004 (“PAGA”).

4. Plaintiff further alleges that Defendants retaliated against him by wrongfully terminating his employment after Plaintiff filed a bona fide written complaint with the Department of Industrial Relations: Labor Commissioner’s Office (“DIR”) on February 9, 2021, pertaining to Defendants’ violations of the Labor Code, including those for retaliation and unpaid wages.

5. By and through this action, Plaintiff seeks to recover all available remedies including, but

1 not limited to, civil penalties, reasonable attorneys' fees and litigation costs, as provided under California
2 law.

3 6. All allegations in this Compliant are based upon information and belief except those
4 allegations specifically pertaining to Plaintiff and/or his counsel, which are based upon personal
5 knowledge. Each allegation in this Compliant has evidentiary support and/or is likely to have evidentiary
6 support after reasonable opportunity for further investigation and formal discovery.

7 **JURISDICTION AND VENUE**

8 7. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure
9 ("Code of Civil Procedure") § 410.10 and Labor Code §§ 2698 *et seq.* Pursuant to §§ 2698 *et seq.*, Plaintiff
10 brings this action on behalf of himself and all other Non-Exempt Employees.

11 8. This Court has personal jurisdiction over Defendants because Defendants' conduct
12 business in the state of California and have caused injuries in the county of Sacramento, as well as
13 throughout the state of California, through its acts, omissions, and violations of the Labor Code and
14 relevant IWC Wage Order.

15 9. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil
16 Procedure §§ 395(a) and 395.5. Defendants transact business in Sacramento County and are otherwise
17 within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have
18 a direct effect on Plaintiff and all other Non-Exempt Employees within the county of Sacramento and
19 throughout the state of California.

20 **THE PARTIES**

21 **I. PLAINTIFF**

22 10. Plaintiff Juan Jimenez-Martin at all material times mentioned herein:

- 23 a. Was and is a resident of the county of Sacramento, California;
- 24 b. Has been employed by and/or has otherwise performed work for Defendants as a
25 full-time sales association from November 27, 2021 to February 10, 2021;
- 26 c. Engaged in work for Defendants in Yuba City, California;
- 27 d. Was classified by Defendants as a non-exempt employee for purposes of the Labor
28 Code and the IWC Wage Orders;

- e. Earned an hourly wage and was paid on a biweekly basis;
- f. Regularly worked five (5) days per week from 10:00 a.m. to 7:00 p.m., frequently worked overtime, and performed work off-the-clock;
- g. Was not timely compensated the appropriate minimum, regular, and/or overtime wages for all time engaged in work;
- h. Was not provided with the opportunity to take legally compliant meal periods and/or timely paid compensation in lieu thereof;
- i. Was not authorized and permitted to take legally compliant rest periods and/or timely paid compensation in lieu thereof;
- j. Was not reimbursed for all necessary business expenses that he incurred in the discharge of his job duties, including costs incurred using his personal cellphone;
- k. Was not timely paid all wages due and payable upon separation of employment and/or the required waiting time penalties for the late payment of wages;
- l. Was not furnished with itemized wage statements that show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee;
- m. Contends his employee and/or payroll records were not accurately maintained by Defendants;
- n. Was subject to Defendants' unlawful, unfair, and fraudulent business practices;
- o. Is a member of the PAGA class and sub-class as defined herein;
- p. Is an "aggrieved employee" within the meaning of Labor Code § 2699(c);
- q. Has complied with all requirements outlined in Labor Code §§ 2698 *et seq.*;
- r. Was retaliated against for filing bona fide written complaint with the DIR on February 9, 2021, pertaining to Defendants' violations of the Labor Code, including those for retaliation and unpaid wages pursuant to Labor Code §§ 98.6 and 1102.5; and
- s. Was wrongfully terminated in violation of public policy.

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II. DEFENDANTS

11. Defendant Mattress & Furniture Express (“Mattress Express”) is a limited liability company authorized to do business, and actually doing business, in the state of California. Mattress Express is a locally owned and operated furniture retailer that sells its furniture at low prices and provides generous financing options to its customers at its various locations throughout the state of California, including, but not limited to, Roseville, Yuba City, Davis, Southern Sacramento, and Chico.

12. Defendant MHAS Companies, Inc. (“MHAS”) is a corporation authorized to do business, and actually doing business, in the state of California. MHAS Companies, Inc. is the parent company of Mattress & Furniture Express.

13. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of defendant Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiff will amend this Complaint, setting forth the true names and capacities of these fictitiously named defendants when their true names are ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitious defendants have participated in the acts and/or omissions alleged in this Complaint.

14. At all times mentioned herein, the acts alleged to have been done and/or caused by the named defendant is also alleged to have been done and/or caused by each of the fictitiously named defendants, and by each of their agents and/or employees who acted within the scope of their agency and/or employment.

15. At all times mentioned herein, each named defendant, including each fictitiously named defendant, is believed to have acted individually or as an officer, agent, or employee of the other defendants.

16. At all times mentioned herein, each named defendant, including each fictitiously named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of the other defendants, and in doing the things alleged herein acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture.

17. At all times mentioned herein, the acts and/or omissions of each of the named defendants, including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions

1 of each and every one of the other defendants, including each fictitiously named defendant, in proximately
2 causing the wrongful conduct, harm, and/or damages alleged herein. Each of the named defendants,
3 including each fictitiously named defendant, approved of, condoned, and/or otherwise ratified each and
4 every one of the acts and/or omissions complained herein. Each named defendant, including each
5 fictitiously named defendant, was and is acting with authority of each and every other defendant and/or
6 are acting as agents of each and every other defendant or Doe defendant.

7 18. At all times mentioned herein there was a unity of interest and ownership between each
8 named defendant, including each fictitiously named defendant, such that all defendants acted as a single
9 employer of Plaintiff and all other Non-Exempt Employees.

10 19. At all times mentioned herein, each named defendant, including each fictitiously named
11 defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff
12 and all other Non-Exempt Employees, including, but not limited to, implementing standard policies and
13 procedures.

14 20. At all times mentioned herein, each named defendant, including each fictitiously named
15 defendant, caused the Non-Exempt Employees, including Plaintiff, to work and/or prevented Plaintiff and
16 other Non-Exempt Employees from working.

17 21. At all times mentioned herein, each named defendant, including each fictitiously named
18 defendant, exercised and continues to exercise control over the Non-Exempt Employees.

19 22. Each named defendant, including each fictitiously named defendant, is alleged to have
20 caused each of the violations alleged herein.

21 23. Each named defendant, including each fictitiously named defendant, is jointly and
22 severally liable for each of the violations alleged herein.

23 **FACTUAL ALLEGATIONS**

24 24. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
25 paragraphs of this Complaint.

26 25. Plaintiff was employed by, or otherwise performed work for, Defendants at Defendants'
27 Mattress & Furniture Express furniture retail location in Yuba City, California from November 27, 2019
28 to February 10, 2021, at which point he was retaliated against and wrongfully terminated. Although

1 Defendants hired Plaintiff for the sales associate position, Defendants frequently required Plaintiff to
2 perform the duties typically associated with the delivery driver, custodial, and finance assistant positions.
3 Plaintiff's job duties included, but were not limited to: greeting customers; answering customer questions;
4 processing final payments; inquiring into financing options; setting up payment plans; following with
5 customers regarding late and/or missed payments; placing delivery orders and setting delivery dates;
6 driving the Companies' vehicles to and from customer drop off locations; physically lifting and carrying
7 furniture into customer homes; rearranging the furniture on the sales floor; vacuuming and cleaning the
8 sales floor; setting out and bringing in the Companies' signs; using his personal cell phone to create Yelp
9 reviews; and additional projects and assignments assigned by management.

10 26. At all times during his employment, Plaintiff was classified by Defendants as a non-exempt
11 employee, earned an hourly wage, and was paid on a bi-weekly basis. Plaintiff typically worked five (5)
12 days per week from 10:00 a.m. to 7:00 p.m., however Defendants frequently required Plaintiff to work
13 overtime and perform work off-the-clock.

14 27. Plaintiff asserts that Defendants has employed, and will continue to employ, several
15 individuals in various non-exempt positions in Sutter County and throughout the state of California.
16 Plaintiff further asserts that throughout the relevant time period all Non-Exempt Employees earned an
17 hourly wage, were paid on a biweekly basis, and worked at least eight (8) hours a day and/or forty (40)
18 hours per week.

19 28. Plaintiff contends that he and all other Non-Exempt Employees were subject to, and
20 continue to be subject to, the same and/or similar policies, practices, procedures, guidelines, and/or culture
21 described herein.

22 29. Plaintiff further alleges that he and all other Non-Exempt Employees have suffered, and
23 will continue to suffer, the same and/or similar violations of law described herein.

24 30. Plaintiff contends that Defendants had, and continues to have, a policy, practice, procedure,
25 guideline, and/or culture of not timely compensating him and all other Non-Exempt Employees minimum,
26 regular, and/or overtime wages for all time engaged in work on behalf of Defendants and/or time spent
27 under the control of Defendants.
28

1 31. Plaintiff also asserts that Defendants had, and continues to have, a policy, practice,
2 procedure, guideline and/or culture of failing to pay him and other Non-Exempt Employees for all of the
3 work they performed while off-the-clock. Plaintiff contends he and other Non-Exempt Employees are
4 directed, pressured, compelled and/or otherwise coerced by management to perform their job duties after
5 their scheduled shift ended. For instance, after Plaintiff's scheduled shifts ended Defendants often required
6 and/or coerced Plaintiff to remain at the furniture retail store to perform various closing tasks, including,
7 but not limited to, cleaning the sales floor, bringing the outdoor signs indoors, making additional
8 deliveries, and closing out customer files. Plaintiff estimates that he typically spent approximately five (5)
9 to fifteen (15) minutes performing these post-shift closing tasks. However, on at least one occasion
10 Plaintiff spent forty (40) minutes performing these post-shift tasks.

11 32. Moreover, Plaintiff further contends he and other Non-Exempt Employees are directed,
12 pressured, compelled and/or otherwise coerced by management to perform their job duties after during
13 their meal and rest periods. For example, Defendants frequently interrupted Plaintiff and other Non-
14 Exempt Employees' meal and rest periods and pressured, and even bribed them on several occasions, to
15 perform work related duties instead. For instance, Defendants have a practice of bribing the Non-Exempt
16 Employees, including Plaintiff, with either money or other items to entice them into to skipping their meal
17 and rest periods to perform more work, such as making more deliveries. Moreover, Plaintiff and other
18 Non-Exempt Employees were also expected to respond to inquiries from co-workers and supervisors,
19 schedule customer pick-ups and drop offs, answer customer questions, assist customers with orders,
20 answer the phone, and perform any other tasks assigned by management, regardless of whether they were
21 on or off the clock

22 33. Plaintiff and other Non-Exempt Employees regularly complained to Defendants that they
23 were not receiving any overtime compensation to cover all of the time they spent working off the clock,
24 to no avail. In fact, on February 8, 2021 Plaintiff tried to speak with the Defendants about not being paid
25 for all of his hours worked, his missed and/or short meal periods, and his inability to see his wage
26 statements. After voicing his concerns, the owner's son approached Plaintiff and proceeded to threaten to
27 fight Plaintiff in front of Defendants' customers and staff. Plaintiff did not engage in any aggressive
28 behavior with the owner's son in return and instead left work early as he feared for his safety. When

1 Plaintiff returned to work on February 9, 2021, the problems with the owner's son persisted, so Defendants
2 required Plaintiff to go home early without compensation. Later that afternoon Plaintiff filed a formal
3 complaint against the Companies with the DIR, wherein he recounted the details of his altercation with
4 the owner's son and his complaints for not being compensated for all of his hours worked. When Plaintiff
5 returned to work on February 10, 2021, he informed Defendants that he filed a formal complaint against
6 them. Instead of fully addressing Plaintiff's concerns regarding Defendants' alleged wage and hour
7 violations, Defendants retaliated against Plaintiff and terminated his employment instead. Moreover, when
8 Plaintiff asked for his final paycheck, Defendants responded by informing him that they would only pay
9 him his final wages if he agreed to sign a "Confidential Severance and Release of Claims Agreement."
10 Claimant refused to sign the agreement and thus, has still not received all of his wages.

11 34. Defendants improperly considered time spent by Non-Exempt Employees performing
12 tasks after the end of their scheduled shifts and through meal and periods as non-compensable and failed
13 to provide any remuneration. Plaintiff further contends that Defendants had, and continues to have, a
14 policy, practice, procedure, guideline, and/or culture of failing to including this time into Non-Exempt
15 Employees' regular rate of pay for purposes of computing overtime. Thus, Defendants failed and continue
16 to fail to compensate all Non-Exempt Employees all minimum, regular, and/or overtime wages for all
17 time engaged in work on behalf of Defendants and/or time spent under the control of Defendants by the
18 next regular pay period.

19 35. Plaintiff alleges that Defendants did not, and do not, have a policy, practice, procedure,
20 guideline, and/or culture of providing all Non-Exempt Employees with the opportunity to take an
21 uninterrupted, thirty (30) minute off-duty meal period before the end of their fifth (5th) hour of work when
22 they work five (5) or more hours in a day.

23 36. Plaintiff alleges that he and other Non-Exempt Employees are not provided with the
24 opportunity to take lawful meal periods because Defendants have a policy, practice, procedure, guideline,
25 and/or culture of not scheduling enough Non-Exempt Employees to cover each position of each shift,
26 including, but not limited to, sales associates, delivery drivers, finance associates, and janitorial staff.
27 Plaintiff further alleges that Non-Exempt Employees are often interrupted by management about work
28 related tasks during their meal periods. This practice resulted Defendants requiring the Non-Exempt

1 Employees, regardless of their position, to perform work during their meal periods in order to meet its
2 demands. For example, although Plaintiff was hired to be a Sales Associate, he was frequently required to
3 either skip his meal period or end his meal period early to complete customer deliveries. Likewise, Plaintiff
4 alleges that Non-Exempt Employees are often are directed, compelled and/or otherwise coerced by
5 management to perform work-related tasks during their meal periods.

6 37. Despite not being provided with legally compliant meal periods, Plaintiff alleges that
7 Defendants did not, and do not, have a policy, practice, procedure, guideline and/or culture of paying meal
8 period premiums to Plaintiff and other Non-Exempt Employees for all meal periods that do not comply
9 with California law on the days designated in advance by Defendants as the regular payday.

10 38. Plaintiff further alleges that Defendants did not, and do not, have a policy, practice,
11 procedure, guideline, and/or culture of authorizing and permitting Plaintiff and other Non-Exempt
12 Employees to take uninterrupted off-duty rest periods of at least ten (10) minutes for every four (4) hours
13 worked or major fraction thereof.

14 39. Plaintiff alleges that he and other Non-Exempt Employees are not provided with the
15 opportunity to take lawful rest periods because Non-Exempt Employees are interrupted during the rest
16 periods and are directed, compelled, and/or otherwise coerced by management to perform work-related
17 tasks during their rest periods. Anytime Plaintiff, and on information and belief, other Non-Exempt
18 Employees attempted to take a rest break, Defendants reprimanded and questioned them to why they were
19 taking a break instead of working. Consequently, Non-Exempt Employees, including Plaintiff, are not free
20 from Defendants' control over how they spend their rest periods. Plaintiff asserts that Defendants knew
21 or should have known that Plaintiff and other Non-Exempt Employees were not authorized and permitted
22 to take legally compliant rest periods because Defendants frequently interrupt rest periods and direct Non-
23 Exempt Employees, including Plaintiff, to perform work duties during their rest periods.

24 40. Despite not being provided with legally compliant rest periods, Plaintiff alleges that
25 Defendants did not, and do not, have a policy, practice, procedure, guideline, and/or culture of timely
26 compensating Plaintiff and other Non-Exempt Employees premium wages for all unlawful rest periods.

27 In fact, on February 8, 2021 Claimant tried to speak with the Companies' owner about not being
28 paid for all of his hours worked, his missed and/or short meal periods, and his inability to see his wage

1 statements. After voicing his concerns, the owner's son approached Claimant and proceeded to threaten
2 to fight Claimant in front of the Companies' customers and staff. Claimant did not engage in any
3 aggressive behavior with the owner's son in return and instead left work early as he feared for his safety.
4 When Claimant returned to work on February 9, 2021, the problems with the Owner's son persisted, so
5 the Companies required Claimant to go home early. Later that afternoon Claimant filed a formal complaint
6 against the Companies with the Labor Commissioner's Office, wherein he recounted the details of his
7 altercation with the owner's son and his complaints for not being compensated for all of his hours worked.
8 When he returned to work on February 10, 2021, he informed the Companies that he filed a formal
9 complaint against them. Instead of fully addressing Claimant's concerns regarding the Companies' alleged
10 wage and hour violations, the Companies retaliated against Claimant terminated his employment instead.
11 Moreover, when the Claimant asked for his final paycheck, the Companies responded by informing him
12 that they would only pay him his final wages if he agreed to sign a "Confidential Severance and Release
13 of Claims Agreement." Claimant refused to sign the agreement and thus, has still not received all of his
14 wages.

15 41. Plaintiff asserts that Defendants had, and continues to have, a policy, practice, procedure,
16 guideline, and/or culture of failing to reimburse all Non-Exempt Employees, including Plaintiff, for all
17 necessary business expenses that were incurred in the discharge of their job duties. For example, Plaintiff
18 alleges that he and other Non-Exempt Employees were required to use their personal cell phones in every
19 aspect of their jobs for purposes, such as, calling customers regarding payments, complaints, and
20 scheduling pick-ups and drop offs. This was due in part to the fact that the Companies only had two (2)
21 phone lines set up in the store, both of which were solely used by Defendants to make and answer personal
22 calls relating to their other businesses on "Offer Up," "Facebook Marketplace," and "Craigslist. In
23 addition, Plaintiff and other Non-Exempt Employees, were required to use their personal cell phones in
24 the discharge of their work duties for the purpose of posting Yelp reviews at the Defendants' direction
25 and on the Defendants' behalf. Moreover, Defendants required the Non-Exempt Employees, including
26 Plaintiff, to create fake Yelp accounts and post favorable reviews as a ploy to heighten Defendants'
27 reviews on its social media accounts to attract more customers.

28 42. Similarly, Plaintiff alleges that Defendants also required the Non-Exempt Employees to

1 use the fake Yelp accounts to advertise and scam customers into thinking that Defendants have \$1
2 financing options for large furniture items like beds, couches, etc., when in fact Defendants rarely, if ever,
3 use those options because most customers only qualify for the \$15 or more financing options. In addition,
4 Plaintiff alleges that there were several instances where some of the Non-Exempt Employees were
5 required to obtain “Obama Phones” – free governmental cells phones – in order to maintain their several
6 Yelp accounts at once. Plaintiff alleges that he and the other Non-Exempt Employees always complained
7 about being forced to create and post these Yelp reviews. However, in response, the owner’s son verbally
8 threatened Plaintiff and the other Non-Exempt Employees, and because everyone was afraid of him, they
9 just complied. Despite requiring Non-Exempt Employees to use their personal cell phones for work
10 purposes, Plaintiff and other Non-Exempt Employees did not receive any reimbursement for the use of
11 their personal cell phones in connection with the work performed on behalf of Defendants.

12 43. Plaintiff alleges that Defendants had, and continues to have, a policy, practice, procedure,
13 guideline, and/or culture of willfully failing to timely pay former Non-Exempt Employees, such as
14 himself, with all wages due and owing upon separation of employment and/or the mandated waiting time
15 penalties for the late payment of such wages. For instance, Defendants failed to timely pay Plaintiff and,
16 other former Non-Exempt Employees all minimum, regular, and/or overtime wages for all hours worked
17 and meal and/or rest period premium wages, and reimburse them for all business expenses, in part due to
18 the aforementioned Labor Code violations. In regards to Plaintiff, after Defendants wrongfully terminated
19 his employment on February 10, 2021, Defendants threatened him that if he did not sign a “Confidential
20 Severance and Release of Claims Agreement,” they would not pay him his final wages. Plaintiff refused
21 to sign the agreement and in turn, and to date has not received his final wages.

22 44. Plaintiff has not received payment for all hours worked or the statutory waiting time
23 penalties for the late payment of wages. Plaintiff further alleges, based on information and belief, that
24 other former Non-Exempt Employees were not timely paid all wages due and owing upon separation of
25 employment and/or paid the required waiting time penalties, in large part due to Defendants’ policy,
26 practice, procedure, guideline, and/or culture of failing to properly pay all minimum, regular, overtime
27 and/or premium wages.
28

45. Plaintiff asserts that Defendants have a policy, practice, procedure, guideline, and/or culture of furnishing Non-Exempt Employees, including Plaintiff, with wage statements that do not comply with California law. Plaintiff contends that the wage statements furnished to him and other Non-Exempt Employees did not include, for instance, the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period, including the proper overtime rate, the corresponding number of hours worked at each hourly rate by the employee, and the actual gross and net wages earned. Due to the lack of information on the furnished wage statements, Non-Exempt Employees, such as Plaintiff, were unable to promptly and easily determine the total number of hours actually worked, the applicable hourly rates in effect during the pay period and/or the corresponding number of hours worked at each hourly rate, among other things.

46. Plaintiff further asserts that Defendants had, and continue to have, a policy, practice, procedure and/or guideline of failing to maintain accurate employment records. In fact, Plaintiff alleges that Defendants only agreed to furnish Plaintiff with his wage statements from June 1, 2020 to September 15, 2020 after he complained to Defendants for eight (8) months about the discrepancies in his pay. As a result of Defendants' policies, practices, procedures, guidelines, and/or culture described herein including, but not limited to, failing to compensate Non-Exempt Employees all minimum, regular, and/or overtime wages; failing to provide legally compliant meal periods or compensation in lieu thereof; failing to reimburse for all business expenses; failing to furnish accurate itemized wage statements, Defendants knowingly and intentionally failed to maintain accurate employee and payroll records, reflecting Non-Exempt Employees' actual time worked, the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, among other things, as required by California law.

47. On May 3, 2021, Plaintiff submitted written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants as required by the Private Attorneys General Act of 2004 ("PAGA") informing them of Defendants' alleged violations of the Labor Code. A true and correct copy of the May 3, 2021 written notice is attached hereto as "**EXHIBIT A**" and incorporated herein by reference.

48. According to Labor Code § 2699.3 the LWDA had sixty-five (65) days from the date of submission to notify the parties of whether it intends to investigate the alleged violations. To date, the LWDA has not informed Plaintiff that it intends to investigate Plaintiff's allegations. Thus, pursuant to the PAGA, Plaintiff has the right to pursue, and does so pursue, the asserted claims in a representative action in her representative capacity on behalf of himself, all other Non-Exempt Employees, the general public and the state of California as permitted by Labor Code section 2699.3.

49. Plaintiff further believes that additional violations may be discovered and therefore reserves his right to allege additional violations of the law as investigation and discovery warrants. In the event Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint as necessary.

DEFINITION OF PAGA CLASS

50. By and through this representative action, Plaintiff intends to represent the following group of putative aggrieved employees ("PAGA Employees"), which is defined as:

All current or former non-exempt employees of Defendants, individually and/or collectively, in California during the period commencing on the date that is within one year and sixty-five days prior to the filing of this Complaint through and including the last date of trial (hereinafter the "PAGA Period"). To the extent that California Rules of Court, Appendix I, Emergency Rule 9 and/or equitable tolling operates to toll the claims by the PAGA class against Defendants, the PAGA Period should be adjusted accordingly.

51. The PAGA Employees are all "employees" as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

52. A more precise definition of the PAGA Employees may be determined after further investigation and discovery. Plaintiff reserves his right to redefine the class and/or create additional subclasses as permitted by California law.

PAGA DESIGNATION

53. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

54. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions,

boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3. Such civil penalties are in addition to any other relief provided for under the Labor Code and must be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the aggrieved employees, pursuant to § 2699(i).

55. During all, or a portion of, the one-year and sixty-five day period before Plaintiff filed notice of his claims with LWDA, Defendants was Plaintiff's and all other Non-Exempt Employees' employer or person acting on behalf of Non-Exempt Employees' employer, either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code §§ 558(a) and 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, is subject to civil penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code § 1194.2, and any applicable penalties imposed pursuant to Labor Code § 203.

56. Plaintiff is an "aggrieved employee" under the PAGA because he was employed by the alleged violator, Defendants, and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of other Non-Exempt Employees. (See *Huff v. Securitas Security Services, USA, Inc.* (2018) 23 Cal.App.5th 745, 751, 761; *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519.)

57. Plaintiff alleges that all other Non-Exempt Employees are also "aggrieved employees" under the PAGA as Defendants employed them and all Non-Exempt Employees experienced one or more of the alleged violations outlined herein.

58. Pursuant to Labor Code §§ 2698 *et seq.*, Plaintiff has exhausted his administrative remedies because he complied with the notice requirements outlined in Labor Code § 2699.3. On May 3, 2021, Plaintiff submitted notice to the LWDA and Defendants informing them of the Defendants' alleged Labor Code violations pursuant to the PAGA. (See Exh. A.) Pursuant to the PAGA, the LWDA had 65 days to provide notice of whether they intended to investigate the alleged violations. To date, the LWDA has not provided notice of whether they intend to investigate the alleged violations. Plaintiff thus has the right to pursue, and does pursue, his claims under PAGA in a representative capacity pursuant to Labor Code § 2699.

59. As set forth herein, Defendants have committed, and continue to commit, numerous violations for which the Labor Code and applicable IWC Wage Order entitles Plaintiff, in his representative capacity, to recover, on behalf of himself, all other Non-Exempt Employees, the state of California, and the general public, civil penalties as well as attorneys' fees and costs from Defendants for the alleged violations, described herein.

60. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation, and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, and 1198. Plaintiff and other Non-Exempt Employees are entitled to, and therefore seek, the civil penalties described in Labor Code § 2699(f) for the violations of law described herein.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiff in his Representative Capacity against Defendant and Does 1-50)

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code §§ 2698 *et seq.*]

61. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

62. Plaintiff, in his representative capacity on behalf of himself and all other Non-Exempt Employees, is entitled to and thus seeks to recover civil penalties through a representative action based on violations of the following Labor Code and/or IWC Wage Order provisions:

- a. Failure to timely pay all minimum, regular, and/or overtime wages in violation of Labor Code §§ 204, 210, 510, 1194, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the IWC Wage Order No. 7-2001;
- b. Failure to provide legally compliant meal periods and/or pay premium wages for non-compliant meal periods in violation of Labor Code §§ 204, 226.7, 512, and the "Meal Periods" section of the IWC Wage Order No. 7-2001;

- c. Failure to provide legally compliant rest periods and/or pay premium wages for non-compliant rest periods in violation of Labor Code §§ 204, 226.7, and the “Rest Periods” section of the IWC Wage Order No. 7-2001;
- d. Failure to reimburse for necessary business expenses in violation of Labor Code section 2802;
- e. Failure to timely pay all wages due and owing upon separation of employment and/or the necessary waiting time penalties in violation of Labor Code §§ 201-203 and 210;
- f. Failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3, and the “Records” section of the IWC Wage Order No. 7-2001; and
- g. Failure to maintain accurate records in violation of Labor Code §§ 226, 1174, 1174.5, and the “Records” section of the IWC Wage Order No. 7-2001.

63. Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code §§ 201.3, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiff and all other Non-Exempt Employees are entitled to, and do seek, such civil penalty.

64. Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation for violations of Labor Code § 226(a). Plaintiff and all other Non-Exempt Employees are thus entitled to, and seek, the described civil penalty.

65. For violations of Labor Code §§ 510 and 512, in addition to any other recovery provided by law, Labor Code § 558 imposes a civil penalty of \$50 per pay period for each underpaid employee for the initial violation and \$100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Therefore, Plaintiff and all other Non-Exempt Employees are entitled to, and do seek, the described civil penalty.

66. Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d). Plaintiff, in his representative capacity, seeks the civil penalty imposed by Labor Code § 1174.5 on behalf of himself and all other Non-Exempt Employees.

67. Labor Code § 1197.1 imposes a civil penalty of \$100 for each underpaid employee for each pay period for which the employee is underpaid and a subsequent civil penalty of \$250 for each underpaid employee for each pay period for which the employee is underpaid for paying or causing an employee to be paid a wage less than the minimum wage. Plaintiff and all other Non-Exempt Employees are entitled to, and do seek, such civil penalty.

68. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation, and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, and 1198. Plaintiff and other Non-Exempt Employees are entitled to, and therefore seek, the described civil penalty.

69. Labor Code § 2699(g)(1) provides that an employee who prevails in a civil action brought pursuant to PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such, Plaintiff, in his representative capacity on behalf of himself and all other Non-Exempt Employees, is entitled to, and therefore seeks, attorneys' fees and costs.

70. Plaintiff, in his representative capacity on behalf of himself and all other Non-Exempt Employees, is entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

71. Plaintiff, in his representative capacity on behalf of himself and all other Non-Exempt Employees, requests further relief as described in the below prayer for relief.

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1 SECOND CAUSE OF ACTION

2 (By Plaintiff in his Representative Capacity against Defendant and Does 1-50)

3 VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

4 [Bus. & Prof. Code §§ 17200 *et seq.*]

5 72. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
6 paragraphs of this Complaint.

7 73. As codified in Business & Professions Code sections 17200 *et seq.*, California's Unfair
8 Competition Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or practice."

9 74. A cause of action may be brought under the UCL if a practice violates some other law. The
10 "unlawful" prong of the UCL effectively deems a violation of the underlying law a per se violation of
11 Business & Professions Code sections 17200 *et seq.* (*Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular*
12 *Tel. Co.* (1999) 20 Cal.4th 163, 180.) Virtually any law or regulation – federal or state, statutory, or
13 common law – can serve as a predicate for a section 17200 "unlawful" violation. (*Farmers Ins. Exch. v.*
14 *Superior Court* (1992) 2 Cal.4th 377, 383.)

15 75. The "unfair" prong of the UCL does not require a practice to be specifically proscribed by
16 any law. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 20 Cal.4th 1134, 1143.) Pursuant to the
17 California Supreme Court, the "unfair standard" is intentionally broad to give maximum discretion to
18 courts in prohibiting new schemes to defraud. (*Cel-Tech Commc'ns, Inc.*, 20 Cal.4th at 180-81.)

19 76. Under the UCL, a "fraudulent" business act or practice is one where "members of the public
20 are likely to be deceived." (*Blakemore v. Superior Court* (2005) 129 Cal.App.4th 36, 49.) A showing of
21 actual deception, reasonable reliance, or damages is not required. (*Ibid.*) The fraudulent prong may be
22 used to attack the deceptive manner in which otherwise lawful contract terms are presented to an
23 individual. (*Boschma v. Home Loan Ctr., Inc.* (2011) 198 Cal.App.4th 230, 253.) As such, even a true
24 statement may be unlawful under section 17200 if it is "couched in such a manner that is likely to mislead
25 or deceive..., such as by failing to disclose other relevant information." (*Ibid.*)

26 77. As discussed herein, Defendants' business practices violate all three prongs of California's
27 UCL.

28 ///

Unlawful

78. As described herein, Defendants violated the Labor Code by, among other things, refusing to properly compensate Non-Exempt Employees for all time worked, including overtime wages. Failing to compensate employees for all time worked is a clear violation of California law, and thus a per se violation of the UCL. (*Cel-Tech Commc'ns, Inc., supra*, 20 Cal.4th at 180.) Defendants further violated California law by failing to provide legally compliant meal and/or rest periods and/or pay premium wages in lieu thereof; failing to reimburse employees for necessary business expenditures; failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; and failing to maintain accurate records. In addition, Defendants further violated California law by forcing Non-Exempt Employees to create false and/or misleading Yelp Reviews in its attempt to deceive the California's citizens. Therefore, Defendants have clearly engaged in unlawful business practices pursuant to Business & Professions Code sections 17200 *et seq.*

Unfair

79. Defendants' policy, practice, procedure, guideline, and/or culture of requiring Non-Exempt Employees to clean the sales floor, bring the outdoor signs indoors, make additional deliveries, close out customer files, respond to inquiries from co-workers and supervisors, schedule customer pick-ups and drop offs, answer customer questions, assist customers with orders, answer the phone, create false or misleading yelp reviews, and perform other job duties while off-the-clock is inherently unfair because Defendants knowingly prevent Non-Exempt Employees from receiving adequate compensation for all time actually worked, in violation of California's policy of prompt payment of wages.

80. Defendants' policy, practice, procedure, guideline, and/or culture of failing to provide Non-Exempt Employees, including Plaintiff, with legally compliant meal and/or rest periods, as a result of requiring Non-Exempt Employees to remain on the work premises and be readily available during their meal and/or rest periods, constitutes an unfair practice because Defendants knowingly strip Non-Exempt Employees of their rights under the Labor Code.

81. Defendants also violates the unfair prong of the UCL by failing to pay premium wages to Non-Exempt Employees for unlawful meal and/or rest periods because Defendants knowingly deny Non-

1 Exempt Employees, including Claimant, their legal right to one additional hour of pay at their regular rate
2 of pay for each workday a meal period was not provided.

3 82. Defendants' policy, practice, procedure, guideline, and/or culture of requiring Non-Exempt
4 Employees to use their personal cell phones in the discharge of their job duties without reimbursement is
5 inherently unfair because Non-Exempt Employees, including Plaintiff, incurred significant costs in
6 connection with the work performed on behalf of Defendants.

7 83. Defendants' policy, practice, procedure, guideline, and/or culture of failing to provide Non-
8 Exempt Employees with accurate itemized wage statements is a violation of the unfair prong of the UCL
9 because Defendants knowingly deny Non-Exempt Employees their legal right and protected interest in
10 readily ascertaining their total number of hours worked and the applicable hourly rates in effect during the
11 pay period.

12 84. Additionally, Defendants' failure to timely pay Plaintiff and other Non-Exempt Employees
13 all minimum, regular, and/or overtime wages and/or premium wages upon separation of employment
14 violates the unfair prong of the UCL because Defendants knowingly deprive Non-Exempt Employees of
15 timely compensation of their final earned wages, in violation of California law.

16 Fraudulent

17 85. Defendants' policy, practice, procedure, guideline, and/or culture of improperly
18 considering the work that Non-Exempt Employees, including Plaintiff, performed while off-the-clock as
19 non-compensable time constitutes a fraudulent business practice as it knowingly and intentionally caused
20 Non-Exempt Employees to not receive all minimum, regular, and/or overtime wages earned for all time
21 actually worked as mandated by California law, as well as premium wages for non-compliant meal and/or
22 rest periods.

23 86. Defendants' act of requiring Plaintiff and other Non-Exempt Employees to use their
24 personal cell phones in order to create false and/or misleading Yelp reviews in order to deceive
25 California's citizens is a fraudulent business practice as it knowingly and intentionally causes Non-Exempt
26 Employees to engage in illegal activity against their will.

27 87. Additionally, Defendants' policy, practice, procedure, guideline, and/or culture of
28 providing Plaintiff and other Non-Exempt Employees with inaccurate wage statements constitutes a

1 fraudulent business practice as Plaintiff and other Non-Exempt Employees are likely to be, and were
2 actually deceived, as to whether they were paid for all time worked.

3 88. Defendants' practice of failing to maintain accurate employee and/or payroll records is also
4 a fraudulent business practice as the inaccuracies intentionally misled Non-Exempt Employees as to their
5 total hours worked and wages earned.

6 89. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business
7 practices, Plaintiff and other Non-Exempt Employees have suffered injury-in-fact and have lost wages
8 rightfully owed to them.

9 90. Through its unlawful, unfair, and fraudulent conduct, Defendants have been unjustly
10 enriched by receiving and continuing to receive benefits and profits at the expense of Non-Exempt
11 Employees. Therefore, pursuant to Business & Professions Code sections 17200 *et seq.*, Defendants
12 should be enjoined from this activity and made to disgorge all ill-gotten gains and restore Plaintiff and
13 other Non-Exempt Employees the wages wrongfully withheld from them.

14 91. Moreover, the unlawful, unfair, and fraudulent conduct alleged herein has continued, and
15 there is no indication that Defendant will refrain from such activity in the future. Plaintiff believes and
16 alleges that if Defendants are not enjoined from the conduct described herein, Defendants will continue
17 to violate California law at the expense of Non-Exempt Employees. Accordingly, Plaintiff requests that
18 the court issue a preliminary and permanent injunction against Defendants.

19 92. Plaintiff, on behalf of himself and other Non-Exempt Employees, requests further relief as
20 described in the below prayer.

21 **THIRD CAUSE OF ACTION**

22 **(By Plaintiff Individually against Defendants and Does 1-50)**

23 **RETALIATION**

24 **[Violation of Cal. Lab. Code §§ 98.6 and 1102.5]**

25 93. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
26 paragraphs of this Complaint.

27 94. Labor Code § 98.6(a) states,

28 "[a] person shall not discharge an employee or in any manner discriminate,

retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 11010) of Part 3 of Division 2, or because the employee or applicant for employment has filed a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or relating to his or her rights that are under the jurisdiction of the Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because the employee has initiated any action or notice pursuant to Section 2699, or has testified or is about to testify in a proceeding pursuant to that section, or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.”

95. In addition to other remedies available, an employer who violates Labor Code section 98.6 is: “liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section, to be awarded to the employee or employees who suffered the violation.” Labor Code § 98.6(a)(3).

96. Labor Code § 1102.5(b) states,

“[a]n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

97. In addition to other penalties, “an employer that is a corporation or limited liability Companies is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section.”

98. Plaintiff believes and thereby alleges, that Plaintiff’s bona fide written complaint with the Department of Industrial Relations: Labor Commissioner’s Office (“DIR”) on February 9, 2021, pertaining to Defendants’ violations of the Labor Code, including those for retaliation and unpaid wages., was a substantial motivating factor for Defendants retaliating against him and terminating his employment.

99. As a direct and proximate result of the unlawful conduct of Defendants, Plaintiff has suffered special damages including, but not limited to, past and future loss of income, benefits, medical expenses, and other damages to be proven at time of trial.

100. As a further direct and proximate result of the unlawful conduct of Defendants, Plaintiff has suffered general damages including, but not limited to, shock, embarrassment, physical distress and injury, humiliation, emotional distress, stress and other damages to be proven at the time of trial.

101. Defendants committed the alleged acts maliciously, fraudulently and oppressively in conscious disregard for Plaintiff's rights and such acts were committed and/or ratified with the knowledge of their lack of fitness in the workplace but were allowed to proceed, by Defendants. Plaintiff is therefore, entitled to recover punitive damages from Defendants in an amount according to proof at trial.

102. Defendants' conduct described herein was undertaken, authorized and/or ratified by Defendants' officers, directors and/or managing agents. The aforementioned conduct of said officers, directors and/or managing agents and individuals was therefore undertaken on behalf of Defendants. Defendants had advanced knowledge of the actions and conduct of said individuals whose actions and conduct was ratified, authorized and approved by Defendants.

103. As a result of the conduct of Defendants, Plaintiff was forced to retain an attorney in order to protect his rights. Accordingly, Plaintiff seeks the reasonable attorneys' fees and costs incurred in this litigation in an amount according to proof at trial.

104. Plaintiff, on behalf of himself, requests further relief as described in the below prayer.

FOURTH CAUSE OF ACTION

(By Plaintiff Individually against Defendants and Does 1-50)

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

105. Plaintiff realleges and incorporates by reference, as fully set forth herein, all paragraphs of this Complaint.

106. California law prohibits an employer from terminating an employee in violation of fundamental public policies. California law establishes that the fundamental public policy of the State of California is, in part to, protect and safeguard the right and opportunity of all persons to see and hold employment without retaliation. These fundamental public policies are codified under, *inter alia*, Cal.

1 Lab. Code §§ 98.6 and 1102.5, and Article I, Section 8 of the California Constitution.

2 107. As a direct and proximate result of the unlawful conduct of Defendants, Plaintiff has
3 suffered special damages including, but not limited to, past and future loss of income, benefits, medical
4 expenses, and other damages to be proven at time of trial.

5 108. As a further direct and proximate result of the unlawful conduct of Defendants, Plaintiff
6 has suffered general damages including, but not limited to, shock, embarrassment, physical distress and
7 injury, humiliation, emotional distress, stress and other damages to be proven at the time of trial.

8 109. The unlawful conduct alleged above was engaged in by the officers, directors, supervisors
9 and/or managing agents of Defendants, who were acting at all times relevant to this Complaint within the
10 scope and course of their employment. Defendants are therefore liable for the conduct of said agents and
11 employees.

12 110. Defendants committed the alleged acts maliciously, fraudulently and oppressively in
13 conscious disregard for Plaintiff's rights and such acts were committed and/or ratified with the knowledge
14 of their lack of fitness in the workplace but were allowed to proceed, by Defendants. Plaintiff is therefore,
15 entitled to recover punitive damages from Defendants in an amount according to proof at trial.

16 111. Defendants' conduct described herein was undertaken, authorized and/or ratified by
17 Defendants' officers, directors and/or managing agents. The aforementioned conduct of said officers,
18 directors and/or managing agents and individuals was therefore undertaken on behalf of Defendants.
19 Defendants had advanced knowledge of the actions and conduct of said individuals whose actions and
20 conduct was ratified, authorized and approved by Defendants.

21 112. As a result of the conduct of Defendants, Plaintiff was forced to retain an attorney in order
22 to protect his rights. Accordingly, Plaintiff seeks the reasonable attorneys' fees and costs incurred in this
23 litigation in an amount according to proof at trial.

24 113. Plaintiff, on behalf of himself, requests further relief as described in the below prayer.

25 **PRAYER FOR RELIEF**

26 Plaintiff, in his representative and individual capacity, prays for judgment against Defendants and
27 in favor of the state of California, Plaintiff, and all other Non-Exempt Employees as follows:

28 a. For general and compensatory damages in an amount according to proof;

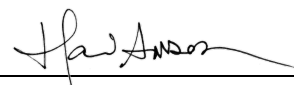
- b. For punitive damages in an amount necessary to make an example of and to punish Defendants, and to deter future similar misconduct;
- c. For mental and emotional distress damages;
- d. For back pay, front pay, and other monetary relief;
- e. For any and all civil penalties available for the Labor Code violations alleged herein including, but not limited to, civil penalties under Labor Code §§ 210, 226.3, 226(f), 558, 1174.5, 1197.1, 2699(f), 6317, 6423, and/or other applicable law;
- f. For an order determining that Plaintiff is entitled to recover a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation as provided in Labor Code § 2699(f);
- g. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including, but not limited to, Labor Code §§ 210, 218.5, 218.6, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, 2699(g)(1), Code of Civil Procedure § 1021.5, and the "common fund" theory, the "substantial benefit" theory, and/or other applicable law;
- h. For appropriate equitable relief pursuant to California law;
- i. For an award of interest at the prevailing legal rate, as permitted by law; and
- j. For any and all other relief as this Court deems proper and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on issues triable to a jury.

Dated: July 13, 2021

GRAHAMHOLLIS APC

By: 

GRAHAM S.P. HOLLIS

VILMARIE CORDERO

HALI M. ANDERSON

ALYSSA L. SMITH

Attorneys for Plaintiff Juan Jimenez-Martin

EXHIBIT A

May 3, 2021

Attorneys at Law

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Hali Anderson
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VIA ONLINE ELECTRONIC FILING

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

CERTIFIED MAIL (RETURN RECEIPT)

Mattress & Furniture Express
1811 Douglas Blvd., Ste. A7
Roseville, CA 95661-2955

MHAS Companies Inc.
c/o Stephan Brown, Agent for Service of Process
3300 Douglas Blvd., Suite 100
Roseville, CA 95661

MHAS Companies Inc.
c/o Stephan Brown, Agent for Service of Process
PO Box 3524
Yuba City, CA 95992

**Re: Juan Jimenez-Martin's Wage and Hour Claims Against Mattress
& Furniture Express and MHAS Companies Inc.**

Graham S.P. Hollis

Vilmarie Cordero

Nathan Reese

Hali Anderson

David Lin

Erik Dos Santos

Alex Kuner

Monique Rodriguez

Ridgeway Woulfe

Dear California Labor and Workforce Development Agency, Mattress & Furniture Express and MHAS Companies Inc.:

Please be advised that Juan Jimenez-Martin ("Claimant") has retained our firm, GrahamHollis APC, to represent his for various claims against Mattress & Furniture Express ("Mattress Express"), and MHAS Companies Inc. ("MHAS") (collectively, the "Companies"):

Please be advised that this letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and the Companies of the alleged California Labor Code ("Labor Code") violations

Claimant claims that the Companies, individually and collectively, committed against him and all other current or former non-exempt employees of the Companies, in California during the relevant statutory period. Claimant provides this notice, which includes the facts and theories to support his Labor Code violations alleged herein, in accordance with the Private Attorneys General Act of 2004 (codified in Labor Code §§ 2698 *et seq.*, “PAGA”), Labor Code § 2699.3.

Pursuant to Labor Code § 2699(a), and by way of this letter, Claimant intends to represent, himself and all other current or former non-exempt employees who performed work for Mattress & Furniture Express and MHAS Companies Inc. in California during the relevant time period (referred to herein as the “Non-Exempt Employees”). All Non-Exempt Employees, including Claimant, are believed to have suffered at least one of the Labor Code violations described herein. Claimant contends that he and all other Non-Exempt Employees are “aggrieved employees” as defined by the PAGA.

FACTUAL BACKGROUND

Mattress & Furniture Express is a locally owned and operated furniture retailer that sells its furniture at low prices and provides generous financing options to its customers at its various locations throughout the state of California, including, but not limited to, Roseville, Yuba City, Davis, Southern Sacramento, and Chico. Mattress & Furniture Express operates under its parent company, MHAS Companies Inc. Mattress & Furniture Express and MHAS Companies Inc. are organized in the state of California.

Claimant worked as a full-time Sales Associate at the Companies’ Yuba City location from November 27, 2019 to February 10, 2021, at which point he was wrongfully terminated. Although Claimant was initially hired for the Sales Associate position, on several occasions the Companies required him to perform the duties typically associated with the delivery driver, custodial, and finance assistant positions. As a Sales Associate, Claimant was paid an hourly rate of \$16 and typically worked five (5) days a week from 10:00 a.m. to 7:00 p.m., and frequently worked overtime.

Due to Claimant’s increased job duties, there were several occasions when Claimant was required to perform work off the clock to meet the Companies’ demands. Claimant’s required job duties included, but were not limited to: greeting customers; answering customer questions; processing final payments; inquiring into financing option; setting up payment plans; following with customers regarding late and/or missed payments; placing delivery orders and setting delivery dates; driving the Companies’ vehicles to and from customer drop off locations; physically lifting and carrying furniture into customer homes; rearranging the furniture on the sales floor; vacuuming and cleaning the sales floor; setting out and bringing in the Companies’ signs; using his personal cell phone to create Yelp reviews; and additional projects and assignments assigned by management.

At all relevant times, the Companies employed, and continue to employ, non-exempt employees to perform work for the Companies throughout the state of California. Upon information and belief, all policies, practices, procedures, and/or guidelines of the Companies applicable to Claimant were also applicable to all other Non-Exempt Employees throughout the state of California during the relevant time period. Upon information and belief, Claimant and all other Non-Exempt Employees suffered, and current Non-Exempt Employees will continue to suffer, the same and/or similar violations of law described herein.

Claimant alleges that the Companies denied, and continue to deny, Claimant and other Non-Exempt Employees the specific rights afforded to them under the Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order. Specifically, the Companies failed, and continue to fail, to timely pay all minimum, regular, and/or overtime wages to all Non-Exempt Employees, including Claimant; failed, and continue to fail, to provide Claimant and other Non-Exempt Employees with legally compliant meal and/or rest periods and/or pay them compensation in lieu thereof; failed, and continue to fail, to reimburse Claimant and other Non-Exempt Employees for necessary work expenditures; failed to timely pay former Non-Exempt Employees, including Claimant, all wages due and owing upon separation of employment and/or pay the required waiting time penalties; failed, and continue to fail, to furnish all Non-Exempt Employees, including Claimant, with accurate itemized wage statements; failed, and continue to fail, to maintain accurate employment records; and retaliated against Claimant by terminating his employment for reporting the above-mentioned Labor Code violations.

Claimant asserts that the Companies had, and continue to have, a policy, practice, procedure, and/or guideline of not timely paying Non-Exempt Employees all minimum, regular, and/or overtime wages for all time actually worked on the designated pay days. For instance, the Companies failed to compensate Claimant and, on information and belief, other Non-Exempt Employees for all of the work performed while off-the-clock. For example, the Companies frequently required Claimant and other Non-Exempt Employees to clock-out, but remain in the store to perform various closing tasks, including, but not limited to, cleaning the sales floor, bringing the outdoor signs indoors, making additional deliveries, and closing out customer files. Claimant estimates that he typically spent approximately five (5) to fifteen (15) minutes performing these post-shift closing tasks. However, on at least one occasion he spent forty (40) minutes performing these post-shift tasks.

In addition, Claimant and other Non-Exempt Employees rarely received compliant meal and rest periods due to the lack of coverage. Even when Claimant and other Non-Exempt Employees were able to take their meal or rest periods, the Companies interrupted it and required them to perform work related duties instead. For instance, the Companies’ have a practice of bribing the Non-Exempt Employees with either money or other items to entice them into to skipping their meal and rest periods to perform more work, such as making more deliveries. Moreover, Claimant and other Non-Exempt Employees were also expected to respond to inquiries

from co-workers and supervisors, schedule customer pick-ups and drop offs, answer customer questions, assist customers with orders, answer the phone, and perform any other tasks assigned by management, regardless of whether employees were on or off the clock. Claimant and other Non-Exempt Employees regularly complained to the Companies that they were not receiving any overtime compensation to cover all of the time they spent working off the clock to no avail.

In fact, on February 8, 2021 Claimant tried to speak with the Companies' owner about not being paid for all of his hours worked, his missed and/or short meal periods, and his inability to see his wage statements. After voicing his concerns, the owner's son approached Claimant and proceeded to threaten to fight Claimant in front of the Companies' customers and staff. Claimant did not engage in any aggressive behavior with the owner's son in return and instead left work early as he feared for his safety. When Claimant returned to work on February 9, 2021, the problems with the Owner's son persisted, so the Companies required Claimant to go home early. Later that afternoon Claimant filed a formal complaint against the Companies with the Labor Commissioner's Office, wherein he recounted the details of his altercation with the owners son and his complaints for not being compensated for all of his hours worked. When he returned to work on February 10, 2021, he informed the Companies that he filed a formal complaint against them. Instead of fully addressing Claimant's concerns regarding the Companies' alleged wage and hour violations, the Companies retaliated against Claimant terminated his employment instead. Moreover, when the Claimant asked for his final paycheck, the Companies responded by informing him that they would only pay him his final wages if he agreed to sign a "Confidential Severance and Release of Claims Agreement." Claimant refused to sign the agreement and thus, has still not received all of his wages.

The Companies improperly considered the work that Claimant and, on information and belief, other Non-Exempt Employees performed while off-the-clock, including the time spent performing closing duties, as non-compensable time and failed to provide any remuneration on the Companies designated pay days. Therefore, the Companies failed to timely pay Non-Exempt Employees, including Claimant, all overtime wages no later than the payday for the next regular payroll period. Based on the foregoing, Claimant contends that he and, on information and belief, all other Non-Exempt Employees were not timely paid all minimum, regular, and/or overtime wages for all hours actually worked.

Claimant contends that the Companies had, and continue to have, a policy, practice, procedure and/or guideline of not providing Non-Exempt Employees, including Claimant, with the opportunity to take timely 30-minute, off-duty, uninterrupted meal periods that are free from the employer's control when they work more than six (6) hours in a day. Claimant alleges that due to the Companies' poor scheduling practices, Claimant and other Non-Exempt Employees rarely, if ever, received meal periods and even if they did, it was either late and/or interrupted. Claimant asserts that the Companies have a practice of not scheduling enough Non-Exempt Employees to cover each shift, including sales associates, delivery drivers, finance associates, and janitorial staff.

This practice resulted in the Companies requiring the Non-Exempt Employees, regardless of their position, to perform work during their meal periods in order to meet the Companies' demands. For example, although Claimant was hired to be a Sales Associate, he was frequently required to either skip his meal period or end his meal period early to complete customer deliveries. In addition, due to the Companies' practice of bribing the Non-Exempt Employees, including Claimant, with either money or other items to bait them into skipping their meal and rest periods to tend to customers or perform more deliveries instead, the Non-Exempt Employees rarely, if ever, received a full 30-minute meal period.

Similarly, Claimant further alleges that the Companies had, and continue to have, a policy, practice, procedure and/or guideline of not authorizing and permitting Non-Exempt Employees to take an off-duty, uninterrupted, 10-minute rest period for every four (4) hours worked or major fraction thereof. Claimant alleges that Non-Exempt Employees, such as himself, were not authorized and permitted to take lawful rest periods during any of their shifts due to the demand of their workloads and the Companies' poor scheduling practices. Anytime Claimant attempted to take a rest break, he was reprimanded and questioned as to why he was taking a break instead of working. Upon information and belief, other Non-Exempt Employees endured this same treatment. As a result, Claimant and other Non-Exempt Employees did not receive rest periods that were timely, free from the Companies' control, uninterrupted, and/or at least ten (10) minutes in length.

Despite not regularly receiving legally compliant meal and/or rest periods as described herein, Claimant and, on information and belief, other Non-Exempt Employees did not timely receive premium wages on the designated pay days for non-compliant meal and/or rest periods. Claimant asserts that the Companies had, and continue to have, a policy, practice, procedure, and/or guideline of not timely paying premium wages for non-compliant meal and/or rest periods during the relevant time period.

Claimant also asserts that the Companies had, and continue to have, a policy, practice, procedure, and/or guideline of failing to reimburse Claimant and other Non-Exempt Employees for necessary work expenditures. For example, Claimant alleges that he and other Non-Exempt Employees were required to use their personal cell phones in every aspect of their jobs for purposes such as calling customers regarding payments, complaints, and scheduling pick-ups and drop offs. This was due in part to the fact that the Companies only had two (2) phone lines set up in the store, both of which were solely used by the owner and his son to make and answer personal calls relating to their other businesses on "Offer Up," "Facebook Marketplace," and "Craigslist. In addition, Claimant and other Non-Exempt Employees, were required to use their personal cell phones in the discharge of their work duties for the purpose of posting Yelp reviews at the Companies' direction and on the Companies' behalf. The Companies required the Non-Exempt Employees, including Claimant, to create fake Yelp accounts and post favorable reviews as a ploy to heighten the Companies' reviews on its social media accounts to attract more customers.

Similarly, Claimant alleges that the Companies also required the Non-Exempt Employees to use the fake Yelp accounts to advertise and scam customers into thinking that the Companies have \$1 financing options for large furniture items like beds, couches, etc., when in fact the Companies rarely, if ever, use those options because most customers only qualify for the \$15 or more financing options. In addition, Claimant alleges that there were several instances where some of the Non-Exempt Employees were required to obtain “Obama Phones” – free governmental cells phones – in order to maintain their several Yelp accounts at once. Claimant alleges that he and the other Non-Exempt Employees always complained about being forced to create and post these Yelp reviews. However, in response, the owner’s son verbally threatened them and because everyone was afraid of him, they just complied. Despite mandating Non-Exempt Employees, including Claimant, to use their personal cell phones in the discharge of their work duties, the Companies did not have a policy, practice, procedure, and/or guideline of reimbursing the Non-Exempt Employees in violation of California law.

Claimant asserts that the Companies had, and continue to have, a policy, practice, procedure, and/or guideline of not timely paying former Non-Exempt Employees all wages due and payable upon separation of employment and/or the required waiting time penalties for the late payment of wages. For instance, the Company failed to timely pay Claimant and, on information and belief, other former Non-Exempt Employees all minimum, regular, and/or overtime wages for all hours worked and meal and/or rest period premium wages, in part due to the aforementioned Labor Code violations. In regards to Claimant, after the Companies wrongfully terminated his employment on February 10, 2021, the Companies’ threatened him that if he did not sign a “Confidential Severance and Release of Claims Agreement,” they would not pay him his final wages. Claimant refused to sign the agreement and in turn, and to date has not received his final wages. Therefore, Claimant, and other former Non-Exempt Employees, have not yet received payment for all hours worked or the required waiting time penalties for the Companies’ failure to immediately pay all wages due and owing upon separation of employment.

Claimant contends that the Companies had, and continue to have, a policy, practice, procedure, and/or guideline of furnishing Non-Exempt Employees, including Claimant, with wage statements that do not comply with California law. Claimant alleges that the Companies failed to furnish him and other Non-Exempt Employees with wage statements throughout the duration of his employment. The limited wage statements the Companies furnished to him and other Non-Exempt Employees did not correctly show the information required by California law including, but not limited to, the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period, including the proper overtime rate, and the corresponding number of hours worked at each hourly rate by the employee, the gross wages actually earned, and the net actual wages earned. Due to the missing and/or incorrect information, Claimant and other Non-Exempt Employees were unable to promptly and easily determine the total number of hours worked or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

Claimant attests that the Companies had, and continue to have, a policy, practice, procedure and/or guideline of failing to maintain accurate employment records. In fact, Claimant alleges that the Companies only agreed to furnish Claimant his wage statements from June 1, 2020 to September 15, 2020 after he complained to them for eight (8) months about the discrepancies in his pay. The Companies' illegal policies, practices, procedures and/or guidelines, such as those described herein, have resulted in the Companies' failure to maintain accurate records reflecting Non-Exempt Employees' actual time worked, the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, among other things, in violation of California law.

Due to the foregoing Labor Code violations, the Companies denied, and continue to deny, Claimant and other Non-Exempt Employees certain rights afforded to them under the Labor Code and the applicable IWC Wage Order. Claimant makes these claims against the Companies on behalf of himself and all other Non-Exempt Employees.

All facts, claims and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other Non-Exempt Employees. The facts and/or claims contained in this written notice are based on information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, claims, and/or legal theories discovered after the sending of this letter on behalf of himself and other current or former Non-Exempt Employees against the Companies and/or other persons that may be discovered after the sending of this letter. Such other persons include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Companies, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Companies, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained of herein, and those who were acting within the authority and/or scope of the Companies. Claimant reserves the right to revise these facts and/or add any new claims by amending this letter and/or by adding facts and/or claims to her civil complaint.

**FAILURE TO TIMELY PAY ALL MINIMUM, REGULAR,
AND/OR OVERTIME WAGES**

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, and the "Minimum Wages" and "Hours and Days of Work" sections of IWC Wage Order No. 7-2001)

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).)

Labor Code § 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” (See *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36, 44 [providing that an employer may not pay “less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise”].)

The “Minimum Wages” section of IWC Wage Order No. 7-2001 further provides that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code § 1197.1 provides:

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...

Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code § 1199 imposes “a fine of not less than one hundred dollars (\$100)” for any employer who violates the provisions set forth in Labor Code § 1198.

Labor Code § 510(a), which codifies an employee’s right to overtime compensation, provides:

Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be

compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

The “Hours and Days of Work” and “Minimum Wages” sections of IWC Wage Order No. 5-2001 mandate the same requirements as Labor Code § 510. Under California law, an employee may not waive his or her right to overtime compensation. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

Labor Code § 1194(a) provides:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

Labor Code § 210 states that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code section 558 provides that “any 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” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Companies have a policy, practice, procedure, and/or guideline of failing to timely pay all minimum, regular, and/or overtime wages to Claimant and, on information and belief, other Non-Exempt Employees for all hours actually worked. For instance, the Companies failed to compensate Claimant and other Non-Exempt Employees for the time spent performing work duties during meal breaks; responding to text messages and answer the Companies’ calls; and performing post-shift work duties while off-the-clock without compensation. Claimant will pursue all available remedies against the Companies for their

violations of the Labor Code on behalf of himself and all Non-Exempt Employees to the extent permitted by law.

**FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS
AND/OR COMPENSATION IN LIEU THEREOF**

(Labor Code §§ 204, 226.7, 512, and 558, and the “Meal Periods”
section of IWC Wage Order No. 7-2001)

Labor Code § 512(a) provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.

In pertinent part, the “Meal Periods” section of IWC Wage Order No. 7-2001 states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal is agreed to.

(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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....

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

A meal period generally comports with the requirements of California law if the employee has at least 30 minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from "...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks." (*Id.* at 1040.)

Pursuant to Labor Code § 226.7(c),

[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.)

Labor Code section 558 provides that "any 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" of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Companies have a policy, practice, procedure, guideline, and/or culture of failing to provide Claimant and, on information and belief, other Non-Exempt Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30-minutes before the end of their fifth (5th) hour of work. Consequently, Claimant and other Non-Exempt Employees are entitled to receive, and did not receive, one-hour of premium wages for each day a compliant meal period was not provided on the payday designated by the Companies. Claimant will pursue all available remedies against the Companies for their violations of the Labor Code on behalf of himself and all Non-Exempt Employees to the extent permitted by law.

**FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS
AND/OR COMPENSATION IN LIEU THEREOF**

(Labor Code §§ 204, 226.7, and the “Rest Periods” section of IWC Wage Order No. 7-2001)

The “Rest Periods” section of IWC Wage Order No. 7-2001 provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

During rest periods, California law requires employers to relinquish all control over their employees and relieve their employees of all duties. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 273.)

In pertinent part, Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy, supra*, 40 Cal.4th at 1103-1114.)

As discussed herein, the Companies have a policy, practice, procedure, guideline, and/or culture of failing to authorize and permit Claimant and, on information and belief, other Non-Exempt Employees to take an off-duty, uninterrupted 10-minute rest period for every four hours worked or major fraction thereof. Therefore, Claimant and other Non-Exempt Employees are entitled to receive, and did not receive, one-hour of premium wages on the designated payday for each day a legally compliant rest period was not provided. Claimant will pursue all available remedies against the Companies for their violations of the Labor Code on behalf of himself and all Non-Exempt Employees to the extent allowed by law.

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES

(Labor Code § 2802)

Labor Code § 2802(a) provides in pertinent part, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

Labor Code § 2802(b) states, "[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss." Accordingly, Claimant will request that she receives interest on the applicable amount.

Furthermore, Labor Code § 2802(c) states, "[f]or purposes of this section, the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to,

attorney's fees incurred by the employee enforcing the rights granted by this section." Consequently, Claimant will also request reimbursement of the attorney's fees incurred in pursuing this matter.

As set forth above, the Companies required Claimant and other Non-Exempt Employees to use their personal cell phones in the discharge of their job duties without reimbursement. Claimant will pursue all available remedies against the Companies for their violations of the Labor Code on behalf of himself and all Non-Exempt Employees to the extent allowed by law.

**FAILURE TO TIMELY PAY ALL WAGES DUE AND
OWING UPON SEPARATION OF EMPLOYMENT**

(Labor Code §§ 201, 202, 203 and 210)

Labor Code § 201 states, in pertinent part, "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code § 202 provides, in pertinent part,

[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.

Labor Code § 203(a) further states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

Labor Code § 210 provides that, "every person who fails to pay the wages of an employee as provided in Sections...204...shall be subject to a civil penalty" of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation."

As discussed herein, the Companies violated these Labor Code sections by not timely paying to Claimant and other former Non-Exempt Employees all minimum, regular, and/or overtime wages and/or meal and/or rest period premium wages, within the required time upon separation of their employment. For example, as a result of Claimant refusing to yield to the

Companies' threats to withhold his final wages unless he signed a "Confidential Severance and Release of Claims Agreement," Claimant has yet to receive his final wages. The Companies also did not pay Claimant and, on information and belief, other former Non-Exempt Employees the required waiting time penalties for the late payment of wages. Thus, the Companies violated California law. Claimant will pursue all available remedies against the Companies for their violations of California law on behalf of himself and all former Non-Exempt Employees to the extent allowed by law.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226 and 226.3, and the "Records" section of IWC Wage Order No. 7-2001)

Labor Code § 226(a) states in pertinent part:

An employer, semimonthly or at the time of each payment of wages, shall furnish each of his or her employee, either as detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number...(8) the name and address of the legal entity that is the employer, and... (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee...

The "Records" section of IWC Wage Order No. 7-2001 further provides, in pertinent part:

Every employer shall semimonthly or at the time of each payment of wages furnish to each employee...an itemized wage statement in writing showing (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee and the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregate and shown as one item.

Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorneys' fees.

Labor Code § 226(h) states, "an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys' fees."

Labor Code § 226.3 imposes an additional civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee per violation for any subsequent violation on the employer for violations of Labor Code § 226(a).

As discussed above, the Companies failed to furnish Claimant and other Non-Exempt Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements did not, among other things, include the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period, including the proper overtime rate, and the corresponding number of hours worked at each hourly rate by the employee, the gross actual wages earned, and the net wages actually earned. Claimant will pursue all available remedies against the Companies for their violations of the Labor Code on behalf of himself and all Non-Exempt Employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§ 226(a), 226(e), 1174, and 1174.5, and the "Records" section of IWC Wage Order No. 7-2001)

Labor Code § 226(a) mandates, in pertinent part:

The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

Labor Code § 1174(c) requires every employer to "keep a recording showing the names and addresses of all employees employed..." Labor Code § 1174(d) further requires:

Every person employing labor in this state shall...[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...employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years.

The “Records” section of IWC Wage Order No. 7-2001 provides that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rates of pay.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226(e)(1) provides:

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

As set forth above, the Companies violated its record keeping requirements by failing to accurately record employee hours actually worked, including, but not limited to, failing to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the actual wages earned and paid. Even when providing Claimant his pay records, the Companies failed to provide all records to which Claimant is entitled under California law. Claimant will pursue all available remedies against the Companies for their violations of the Labor Code on behalf of himself and all Non-Exempt Employees to the extent allowed by law.

RETALIATION

(Labor Code sections 98.6 and 1102.5)

Labor Code § 98.6(a) states,

“[a] person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 11010) of Part 3 of Division 2, or because the employee or applicant for employment has filed a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or relating to his or her rights that are under the jurisdiction of the Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because the employee has initiated any action or notice pursuant to Section 2699, or has testified or is about to testify in a proceeding pursuant to that section, or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.”

In addition to other remedies available, an employer who violates Labor Code section 98.6 is: “liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section, to be awarded to the employee or employees who suffered the violation.” Labor Code § 98.6(a)(3).

Labor Code § 1102.5(b) states,

“[a]n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation,

regardless of whether disclosing the information is part of the employee's job duties."

In addition to other penalties, "an employer that is a corporation or limited liability Companies is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section."

As set forth above, the Companies engaged in retaliation against Claimant and wrongfully took adverse employment action against him after he filed his complaint with the Labor Commissioner's Office in violation of Labor Code §§ 98.6 and 1102.5.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE
AND APPLICABLE IWC WAGE ORDER

(Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f))

Labor Code § 210 provides that any person who fails to pay wages as provided in section 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25 % if the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Labor Code section 558 subjects an employer or any person acting on behalf of an employer who violates Labor Code Labor Code §§ 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation. Labor Code § 558.1(a) states that,

"[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation."

Pursuant to Labor Code § 558.1(b), Labor Code § 558.1(a) is applicable to the owners, officers, directors, or managing agents of the employer.

For violations of Labor Code § 1174 subdivisions (c) and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 2802 and relevant IWC Wage Orders.

As set forth above, the Companies violated the Labor Code and IWC Wage Order No. 7-2001 by failing to timely pay Claimant and all Non-Exempt Employees all regular, minimum, and/or overtime wages for all time actually worked; failing to timely pay all meal and/or rest period premium wages; failing to reimburse for necessary business expenses; failing to pay all wages due and owing upon the separation of employment; failing to furnish accurate itemized wage statements; and failing to maintain accurate employee records, as required under the Labor Code and the applicable sections of IWC Wage Order No. 7-2001. As a result, the Companies are liable for civil penalties under the Labor Code and Claimant will pursue all available remedies including, but not limited to, those stated herein, for the Companies' violations on behalf of himself and all Non-Exempt Employees to the extent allowed by law.

**ATTORNEYS' FEES, COSTS, INTEREST, LIQUIDATED
DAMAGES AND PENALTIES**

(Labor Code §§ 210, 218.5, 218.6, 226(e)(1), 226(h), 558, 1194, 1194.2, 1197.1, 2698 *et seq.*,
and 2802)

Labor Code §§ 210, 218.5, 218.6, 226(e)(1), 226(h), 558, 1194, 1194.2, 1197.1, 2802 and 2698 *et seq.*, among others, give employees, such as Claimant, the right to recover in a civil action the full amount of damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorneys' fees and costs.

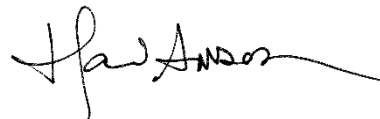
Under Labor Code § 2699(g)(1) an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Accordingly, the Companies are liable for these items. Claimant has already incurred actual damages, costs and attorney's fees and he will continue to incur such costs as a result of the Companies' unlawful actions. Claimant will pursue all available remedies against the Companies, including those provided under the PAGA, on behalf of himself and other Non-Exempt Employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Companies have violated the Labor Code and IWC Wage Order No. 7-2001, thereby depriving Claimant and other Non-Exempt Employees of the rights and protections afforded to them. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Non-Exempt Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

Accordingly, if the California agency declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself and all other Non-Exempt Employees, as permitted by the PAGA.

Sincerely,



Hali Anderson



May 13, 2021

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The following is in response to your request for proof of delivery on your item with the tracking number:
9414 8118 9876 5891 5040 06.

Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	May 12, 2021, 10:51 am
Location:	ROSEVILLE, CA 95661
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	e Express

Shipment Details

Weight:	5.0oz
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Recipient Signature

Signature of Recipient:

Address of Recipient:

1811 DOUGLAS BLVD STE A7
ROSEVILLE, CA 95661

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\$7.15 US POSTAGE
FIRST-CLASS
May 03 2021
Mailed from ZIP 92103
5 oz First-Class Mail Flats Rate

11923275



062S0012913542



Reference	34995-00002 JIMENEZ MATTRESS FURNITURE JCG
USPS #	9414811898765891504006
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 10:51 am on May 12, 2021 in ROSEVILLE, CA 95661.
USPS History	Arrived at Post Office, 05/12/2021, 3:15 am, ROSEVILLE, CA 95661 Out for Delivery, 05/10/2021, 6:10 am, ROSEVILLE, CA 95661 In Transit to Next Facility, 05/07/2021 In Transit to Next Facility, 05/06/2021 In Transit to Next Facility, 05/05/2021 In Transit to Next Facility, 05/04/2021 Arrived at USPS Regional Origin Facility, 05/03/2021, 10:43 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, May 3, 2021, 9:28 pm, SAN DIEGO, CA 92103

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May 7, 2021

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Status:	Delivered, Left with Individual
Status Date / Time:	May 6, 2021, 11:40 am
Location:	ROSEVILLE, CA 95661
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	co Stephan Brown AFSOP MHAS Companies Inc

Shipment Details

Weight:	5.0oz
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Recipient Signature

Signature of Recipient:

Can 19
Can 19

Address of Recipient:

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ROSEVILLE, CA 95661

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Reference	34995-00002 JIMENEZ MATTRESS FURNITURE JCG
USPS #	9414811898765891504464
USPS Mail Class	Certified with Return Receipt (Signature)
USPS Status	Your item was delivered to an individual at the address at 11:40 am on May 6, 2021 in ROSEVILLE, CA 95661.
USPS History	Out for Delivery, 05/06/2021, 7:20 am, ROSEVILLE, CA 95661 Arrived at Post Office, 05/06/2021, 7:09 am, ROSEVILLE, CA 95661 Arrived at USPS Regional Destination Facility, 05/05/2021, 11:42 pm, SACRAMENTO CA DISTRIBUTION CENTER In Transit to Next Facility, 05/05/2021 In Transit to Next Facility, 05/04/2021 Arrived at USPS Regional Origin Facility, 05/03/2021, 10:40 pm, SAN DIEGO CA DISTRIBUTION CENTER Accepted at USPS Origin Facility, May 3, 2021, 9:25 pm, SAN DIEGO, CA 92103

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