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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SHASTA

KIANA ANDERBERG, individually, and
on behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

NORTH STATE GROCERY INC., a
California corporation; HOLIDAY
RANCHES, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 197480

CLASS ACTION

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**[PROPOSED] ORDER PERMITTING
PLAINTIFF TO FILE FIRST AMENDED
COMPLAINT**

[PROPOSED] ORDER

By Fax

1 [PROPOSED] ORDER

2 Based upon the stipulation of the Parties, and good cause appearing, it is
3 hereby ORDERED that:

4 1. Leave to file the First Amended Complaint that is attached hereto as Exhibit A
5 is GRANTED;

6 2. Upon entry of this Order, the First Amended Complaint attached hereto as
7 Exhibit A shall be deemed to have been filed with the Court; AND

8 3. Upon Plaintiff's service of a Notice of Entry of this Order on Defendant, which
9 may be affected by email, Defendant shall have 30 days in which to file a responsive pleading.

10 IT IS SO ORDERED.

11 Date: AUG 24 2021

TAMARA L. WOOD

The Honorable Tamara L. Wood

EXHIBIT “A”

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Attorneys for Plaintiff Kiana Anderberg

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA

KIANA ANDERBERG, individually, and
on behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

NORTH STATE GROCERY INC., a
California corporation; HOLIDAY
RANCHES, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 197480

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code §§ 551, 552, and 558 (Failure to Provide One Day's Rest in Seven);

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

Jury Trial Demanded

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

4 JURISDICTION AND VENUE

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

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

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

4 3. Venue is proper in this Court, because Defendants filed Statement of
5 Information forms with the California Secretary of State designating a principal place of
6 business in Cottonwood, County of Shasta, in accordance with California Corporations Code
7 section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because
8 Defendants employ persons in this county, and thus a substantial portion of the transactions
9 and occurrences related to this action occurred in this county.

10 **THE PARTIES**

11 4. Plaintiff KIANA ANDERBERG is a resident of Alturas, in Modoc County,
12 California. Defendants employed Plaintiff as an hourly, non-exempt Grocery Clerk from
13 approximately August 2020 to February 26, 2021. During her employment, Plaintiff worked
14 for Defendants at their grocery store location in Alturas, California. Plaintiff worked
15 approximately eight (8) hours or more per day, five (5) days per week, and forty (40) hours or
16 more per week. At the time Plaintiff's employment with Defendants ended, she earned
17 approximately \$13.00 per hour. Her job duties as a Grocery Clerk included inspecting,
18 watering, and restocking produce; monitoring the produce department; providing customer
19 service; and cashiering.

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

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

28 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10

1 were the partners, agents, owners, or managers of NORTH STATE GROCERY, INC. at all
2 relevant times.

3 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the
4 acts and omissions alleged herein was performed by, or is attributable to, NORTH STATE
5 GROCERY, INC.; and/or DOES 1 through 10 (collectively, “Defendants” or “NORTH
6 STATE”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working
7 in concert with, each of the other co-Defendants and was acting within the course and scope of
8 such agency, employment, joint venture, or concerted activity with legal authority to act on
9 the others’ behalf. The acts of any and all Defendants were in accordance with, and represent,
10 the official policy of Defendants.

11 9. At all relevant times, Defendants, and each of them, ratified each and every act
12 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
13 and abetted the acts and omissions of each and all the other Defendants in proximately causing
14 the damages herein alleged.

15 10. Plaintiff is informed and believes, and thereon alleges, that each of said
16 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
17 omissions, occurrences, and transactions alleged herein.

18 11. Under California law, Defendants are jointly and severally liable as employers
19 for the violations alleged herein because they have each exercised sufficient control over the
20 wages, hours, working conditions, and employment status of Plaintiff and class members.
21 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
22 controlled their work schedule and/or conditions of employment, determined their rate of pay,
23 and maintained their employment records. Defendants suffered or permitted Plaintiff and
24 class members to work and/or “engaged” Plaintiff and class members so as to create a
25 common-law employment relationship. As joint employers of Plaintiff and class members,
26 Defendants are jointly and severally liable for the civil penalties and all other relief available
27 to Plaintiff and class members under the law.

28 12. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,

Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members because Defendants have:

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

13. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

14. NORTH STATE GROCERY, INC.; and/or DOES 1 through 10 are therefore alter egos of each other.

15. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name NORTH STATE.

GENERAL ALLEGATIONS

16. Defendants are a supermarket chain operating approximately 22 grocery stores in California and Oregon. In California, Defendants operate approximately 21 Holiday

1 Market and SAVMOR Foods grocery store locations. Upon information and belief,
2 Defendants maintain a single, centralized Human Resources (“HR”) department at their
3 company headquarters in Cottonwood, California, which is responsible for the recruiting and
4 hiring of new employees, and communicating and implementing Defendants’ company-wide
5 policies, including timekeeping policies and meal and rest period policies, to employees
6 throughout California.

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

14 18. Upon information and belief, Defendants maintain a centralized Payroll
15 department at their company headquarters in Cottonwood, California, which processes payroll
16 for all non-exempt, hourly paid employees working for Defendants at their various locations
17 in California, including Plaintiff and class members. Based upon information and belief,
18 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
19 employees in California, irrespective of their work locations. Upon information and belief,
20 Defendants process payroll for departing employees in the same manner throughout the State
21 of California, regardless of the manner in which each employee’s employment ends.

22 19. Defendants continue to employ non-exempt or hourly paid employees in
23 California.

24 20. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
26 and advisors knowledgeable about California labor and wage law, employment and personnel
27 practices, and about the requirements of California law.

28 21. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class

1 members were not paid for all hours worked because all hours worked were not recorded.

2 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to receive certain wages for
4 overtime compensation and that they were not receiving certain wages for overtime
5 compensation.

6 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and/or class members were entitled to be paid at a regular
8 rate of pay, and corresponding overtime rate of pay, that included as eligible income all
9 remuneration required by law, including but not limited to, all income derived from incentive
10 pay, nondiscretionary bonuses, and/or other forms of compensation, but failed to include all
11 forms of remuneration in calculating the regular rate of pay for Plaintiff and/or class members.

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

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

25 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to rest periods in
27 accordance with the California Labor Code and applicable IWC Wage Order or payment of
28 one (1) additional hour of pay at their regular rates of pay when they were not authorized and

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

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

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

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

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

26 31. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, that Defendants knew or should have known that they had a duty to cover the costs
28 and expenses Plaintiff and class members incurred obtaining mandatory physical examinations

1 and/or drug tests, but failed to do so.

2 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to one day's rest in seven.
4 In violation of the California Labor Code, Defendants required Plaintiff and class members to
5 work more than six consecutive days without a day of rest, where the total hours worked
6 exceeded 30 hours in any week or six hours in any one day thereof.

7 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to suitable seating and/or
9 were entitled to sit when it did not interfere with the performance of their duties and also have
10 seats nearby to use during a lull in tasks that do require moving about or standing. In
11 violation of the California Labor Code and applicable IWC Wage Order, Defendants failed to
12 provide Plaintiff and class members suitable seating.

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

18 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants knew or should have known that they had a duty to provide Plaintiff
20 and class members with written notice of the material terms of their employment with
21 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

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

28 ///

PAGA REPRESENTATIVE ALLEGATIONS

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

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

39. Plaintiff and other current and former employees of Defendants are “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or former employees and one or more of the alleged violations were committed against them.

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

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation (“LWDA’s Notice”) within sixty (60) calendar days of the postmark date of the aggrieved employee’s notice. Upon receipt of

1 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
2 (65) calendar days of the postmark date of the aggrieved employee's
3 notice, the aggrieved employee may commence a civil action pursuant
4 to California Labor Code section 2699 to recover civil penalties.

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

- 9 (a) The aggrieved employee or representative shall give written notice by
10 online filing with the LWDA and by certified mail to the employer of
11 the specific provisions of the California Labor Code alleged to have
12 been violated (other than those listed in Section 2699.5), including the
13 facts and theories to support the alleged violation.
- 14 (b) An aggrieved employee's notice filed with the LWDA pursuant to
15 2699.3(c) and any employer response to that notice shall be
16 accompanied by a filing fee of seventy-five dollars (\$75).
- 17 (c) The employer may cure the alleged violation within thirty-three (33)
18 calendar days of the postmark date of the notice sent by the aggrieved
19 employee or representative. The employer shall give written notice
20 within that period of time by certified mail to the aggrieved employee or
21 representative and by online filing with the LWDA if the alleged
22 violation is cured, including a description of actions taken, and no civil
23 action pursuant to Section 2699 may commence. If the alleged violation
24 is not cured within the 33-day period, the aggrieved employee may
25 commence a civil action pursuant to Section 2699.

26 42. On June 11, 2021, Plaintiff provided written notice by online filing to the
27 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
28 Code alleged to have been violated, including facts and theories to support the alleged

1 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
2 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
3 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
4 Plaintiff PAGA Case Number LWDA-CM-834721-21. A true and correct copy of Plaintiff's
5 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

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

9 44. Thus, Plaintiff has satisfied the administrative prerequisites under California
10 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
11 violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510,
12 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

13 45. Labor Code section 558(a) provides "[a]ny employer or other person acting on
14 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
15 provision regulating hours and days of work in any order of the Industrial Welfare
16 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
17 dollars (\$50) for each underpaid employee for each pay period for which the employee was
18 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
19 underpaid employee for each pay period for which the employee was underpaid. . . ." Labor
20 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
21 to any other civil or criminal penalty provided by law."

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

25 47. As set forth below, Defendants have violated numerous provisions of both the
26 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
27 Order.

28 48. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),

1 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as
2 private attorneys general, seek assessment and collection of civil penalties for herself, all other
3 aggrieved employees, and the State of California against Defendants for violations of
4 California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516,
5 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

6 **CLASS ACTION ALLEGATIONS**

7 49. Plaintiff brings this action on her own behalf, as well as on behalf of each and
8 all other persons similarly situated, and thus seeks class certification under California Code of
9 Civil Procedure section 382.

10 50. All claims alleged herein arise under California law for which Plaintiff seeks
11 relief authorized by California law.

12 51. Plaintiff's proposed class consists of and is defined as follows:

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

15 52. Plaintiff's proposed subclass consists of and is defined as follows:

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

19 53. Members of the Class and Subclass are referred to herein as "class members."

20 54. Plaintiff reserves the right to redefine the Class and Subclass and to add
21 additional subclasses as appropriate based on further investigation, discovery, and specific
22 theories of liability.

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

25 (a) Whether Defendants required Plaintiff and class members to work over
26 eight (8) hours per day, over twelve (12) hours per day, or over forty
27 (40) hours per week and failed to pay all legally required overtime
28 compensation to Plaintiff and class members;

- (b) Whether Defendants failed to properly calculate the “regular rate” of pay on which Plaintiff’s and/or class members’ overtime rate of pay was based;
- (c) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;
- (d) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (e) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (f) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (g) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (h) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (i) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members during their employment;
- (j) Whether Defendants failed to cover the costs and expenses Plaintiff and class members incurred obtaining mandatory physical examinations and/or drug tests as required by California Labor Code section 222.5;
- (k) Whether Defendants failed to provide Plaintiff and class members one day’s rest in seven;
- (l) Whether Defendants failed to provide Plaintiff and class members suitable seating;
- (m) Whether Defendants failed to reimburse Plaintiff and class members for

necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;

(n) Whether Defendants failed to timely provide Plaintiff and class members written notice of the material terms of their employment with Defendants as required by the California Wage Theft Prevention Act and California Labor Code section 2810.5;

(o) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and

(p) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

56. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

(a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any

1 class member. Plaintiff's attorneys, the proposed class counsel, are
2 versed in the rules governing class action discovery, certification, and
3 settlement. Plaintiff has incurred, and throughout the duration of this
4 action, will continue to incur costs and attorneys' fees that have been,
5 are, and will be necessarily expended for the prosecution of this action
6 for the substantial benefit of each class member.

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

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

22 **FIRST CAUSE OF ACTION**

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

24 **(Against all Defendants)**

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

27 58. Labor Code section 1198 makes it illegal to employ an employee under
28 conditions of labor that are prohibited by the applicable wage order. California Labor Code

1 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
2 be the . . . standard conditions of labor for employees. The employment of any employee . . .
3 under conditions of labor prohibited by the order is unlawful.”

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

8 60. Specifically, the applicable IWC Wage Order provides that Defendants are and
9 were required to pay Plaintiff and class members working more than eight (8) hours in a day
10 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
11 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
12 workweek.

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

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

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

1 64. First, during the relevant time period, Defendants had, and continue to have, a
2 company-wide policy and/or practice of improperly rounding employee clock-in and clock-out
3 duration times to the nearest 1/10 of the hour in their timekeeping system. Defendants'
4 rounding policy resulted in the failure to compensate Plaintiff and class members fully for all
5 hours worked, causing Plaintiff and class members to not be paid overtime wages for all of the
6 overtime hours they actually worked. Upon information and belief, Defendants' rounding
7 policy was, and continues to be, unfair and has, over time, resulted in the underpayment of
8 wages to Plaintiff and class members. To the extent Defendants' rounding policy has taken
9 away time worked that was eligible for overtime, Plaintiff and class members were denied
10 overtime pay for all hours worked.

11 65. Second, during the relevant time period, Defendants had, and continue to have,
12 of requiring Plaintiff and class members to continue to perform work-related tasks while off-
13 the-clock, such as assisting customers. For example, on at least three (3) occasions, after she
14 had clocked out from her shift, Plaintiff would be stopped on her way out of the store and
15 asked to help customers with locating items in the aisles. Thus, Defendants failed to track this
16 time spent working after scheduled shifts, and Plaintiff and class members received no
17 compensation for this time.

18 66. Third, on information and belief, Defendants had, and continue to have, a
19 company-wide policy and/or practice of staffing their store locations strictly based on a labor
20 budget set by the corporate office. Defendants' use of a labor budget resulted in chronic
21 understaffing, such that there were too few employees on duty to handle the workload and
22 provide uninterrupted meal period coverage. Thus, Plaintiff and class members missed their
23 meal periods and/or were not provided adequate meal period coverage to allow them to be
24 relieved of their duties for compliant meal periods. As a result, Plaintiff and class members
25 missed meal periods and/or had their meal periods interrupted, but were not compensated for
26 this time.

27 67. Defendants knew or should have known that as a result of these company-wide
28 practices and/or policies, Plaintiff and class members were performing their assigned duties

1 off-the-clock and/or during meal periods, and were suffered or permitted to perform work for
2 which they were not paid. Because Plaintiff and class members worked shifts of eight (8)
3 hours a day or more or forty (40) hours a week or more, some of this off-the-clock work
4 qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid
5 overtime wages for all of the overtime hours they actually worked.

6 68. Defendants' failure to pay Plaintiff and class members the balance of overtime
7 compensation as required by California law, violates the provisions of California Labor Code
8 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
9 members are entitled to recover their unpaid overtime compensation, as well as interest, costs,
10 and attorneys' fees.

11 **SECOND CAUSE OF ACTION**

12 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 13 **Minimum Wages** 14 **(Against all Defendants)**

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

17 70. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
18 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
19 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
20 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as "the
21 time during which an employee is subject to the control of an employer, and includes all the
22 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
23 Code. Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

24 71. As set forth above, Defendants had a company-wide practice and/or policy of
25 rounding Plaintiff's and other class members' hourly clock-in and clock-out duration times to
26 the 1/10 of an hour in their timekeeping system, resulting in the failure to compensate Plaintiff
27 and class members fully for all hours worked. Also, as set forth above, during the relevant
28 time period, Defendants required that Plaintiff and class members perform work off-the-clock

1 after their scheduled shifts, including assisting customers. Additionally, as stated above, on
2 information and belief, due to Defendants' uniform practice of labor budgeting and
3 subsequent understaffing and lack of meal period coverage, Plaintiff and class members were
4 forced to forego meal periods and/or had their meal periods interrupted by work.

5 72. Moreover, during the relevant time period, Defendants also maintained and
6 implemented a company-wide policy of requiring all employees to travel to a medical facility
7 on their own time and using their own personal vehicles to undergo mandatory drug testing
8 and/or physical examinations. However, Defendants did not compensate Plaintiff and class
9 members for the time they spent traveling to and from the medical facilities or for the time
10 they spent undergoing testing and/or examination. At all times, Defendants were in control of
11 scheduling the date and time for the testing and/or examination, selecting the provider or
12 facility where the testing and/or examination was to take place, and determining the scope of
13 the testing and/or examination. For example, Plaintiff followed Defendants' instructions and
14 traveled to a medical facility designated by Defendants, Modoc Medical Center, in Alturas,
15 California. Plaintiff spent approximately forty (40) minutes traveling to and from the
16 designated medical facility and undergoing a physical examination. However, Defendants did
17 not compensate Plaintiff and class members for the time they spent traveling and undergoing
18 the mandatory drug testing and/or physical examinations.

19 73. Defendants did not pay minimum wages for all hours worked by Plaintiff and
20 class members. To the extent that these off-the-clock hours did not qualify for overtime
21 premium payment, Defendants did not pay at least minimum wages for those hours worked
22 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
23 1198.

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

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1 **THIRD CAUSE OF ACTION**

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

3 **Violations**

4 **(Against all Defendants)**

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

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

14 77. At all relevant times herein set forth, California Labor Code sections 226.7,
15 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
16 meal period mandated by an applicable order of the IWC.

17 78. At all relevant times herein set forth, California Labor Code sections 226.7 and
18 512(a) and the applicable IWC Wage Order also require employers to provide a second meal
19 period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or
20 to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if
21 the total hours worked is no more than twelve (12) hours, the second meal period may be
22 waived by mutual consent of the employer and the employee only if the first meal period was
23 not waived.

24 79. During the relevant time period, Defendants had, and continue to have, a
25 company-wide policy and/or practice of understaffing their locations pursuant to their use of
26 labor budgets. As a result of Defendants' practices and/or policies, on information and belief,
27 Plaintiff and class members were forced to work in excess of five (5) hours before taking a
28 meal period and, at times, had their meal periods interrupted, and/or had to forgo their meal

1 periods altogether.

2 80. Furthermore, during the relevant time period, Defendants had, and continue to
3 have, a company-wide policy and/or practice of not providing Plaintiff and class members
4 with second 30-minute meal periods on days that they worked in excess of ten (10) hours in
5 one day. During her employment, Plaintiff worked shifts in excess of ten (10) hours or more
6 per day, but was not provided a second 30-minute meal period. Plaintiff and class members
7 did not sign valid meal period waivers on days that they were entitled to meal periods and
8 were not relieved of all duties.

9 81. Moreover, Defendants had a company-wide policy of requiring all newly hired
10 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
11 the position that non-exempt, hourly paid employees had waived their rights to first and
12 second meal periods for the entirety of their employment and, on that basis, did not provide
13 them with all meal periods to which they were entitled. Moreover, Defendants' "Waiver of
14 Meal Periods" does not advise employees that they may revoke the waiver. Defendants'
15 company-wide use of blanket meal period waivers signed at or near the time of hire
16 discouraged and impeded Plaintiff and class members from taking all meal periods to which
17 they were entitled. And, Defendants' presumption that second meal periods would not be
18 provided for shifts in excess of ten (10) hours but less than twelve (12) hours due to blanket
19 meal period waivers discouraged Plaintiff and class members from taking second meal
20 periods.

21 82. What's more, an employer's obligation to provide a meal period is only
22 "triggered" when the employer "employs an employee for a work period of more than five
23 hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits
24 anyone to work for a full five hours, its meal break obligation is triggered.").

25 [A]fter the meal break obligation is triggered . . . an employer is put to a
26 choice: it must (1) afford an off-duty meal period; (2) consent to a
27 mutually agreed-upon waiver if one hour or less will end the shift; or (3)
28 obtain written agreement to an on-duty meal period if circumstances
permit. Failure to do one of these will render the employer liable for
premium pay.

1 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). Further, under
2 Labor Code section 512(a) and the applicable IWC Wage Order, employees may waive their
3 second meal periods only if they took their first meal period. That Defendants require
4 Plaintiff and class members to sign meal period waivers simultaneously at or near their time of
5 hire (as opposed to on a specific work day) renders them invalid and unenforceable, because
6 Defendants' obligation to provide Plaintiff and class members with meal periods did not arise
7 until they had employed them for a full five (5) hours.

8 83. At all times herein mentioned, Defendants knew or should have known that, as
9 a result of these policies, Plaintiff and class members were prevented from being relieved of
10 all duties and required to perform some of their assigned duties during meal periods.
11 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
12 members meal period premiums when meal periods were late, interrupted, shortened, and/or
13 missed.

14 84. As described above, Defendants' company-wide policy and/or practice of
15 rounding employee clock-in and clock-out time durations in their timekeeping system
16 prevented Plaintiff and class members from receiving meal period premiums when they took
17 late and/or shortened meal periods. Defendants' rounding policy rounded employees' clock-
18 in and clock-out times in their timekeeping system to the nearest 1/10 of an hour. Thus, to the
19 extent that Defendants' timekeeping system reported that Plaintiff and class members were
20 provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken
21 after the fifth hour of work or were less than 30 minutes, Plaintiff and class members were
22 entitled to a meal period penalty. Plaintiff and class members did not receive meal period
23 penalties for these improperly rounded meal periods.

24 85. Furthermore, Defendants engaged in a company-wide practice and/or policy of
25 not paying all meal period premiums owed when compliant meal periods are not provided.
26 Because of this practice and/or policy, Plaintiff and class members have not received premium
27 pay for missed, late, and/or interrupted meal periods. As a result, Defendants failed to provide
28 Plaintiff and class members compliant meal periods in violation of California Labor Code

1 sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

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

6 **FOURTH CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 8 **(Against all Defendants)**

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

11 88. At all relevant times herein set forth, the applicable IWC Wage Order and
12 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
13 members' employment by Defendants.

14 89. At all relevant times, the applicable IWC Wage Order provides that "[e]very
15 employer shall authorize and permit all employees to take rest periods, which insofar as
16 practicable shall be in the middle of each work period" and that the "rest period time shall be
17 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
18 hours or major fraction thereof" unless the total daily work time is less than three and one-half
19 (3 ½) hours.

20 90. At all relevant times, California Labor Code section 226.7 provides that no
21 employer shall require an employee to work during any rest period mandated by an applicable
22 order of the California IWC. To comply with its obligation to authorize and permit rest
23 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
24 employer must "relinquish any control over how employees spend their break time, and
25 relieve their employees of all duties—including the obligation that an employee remain on
26 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
27 *Inc.*, 2 Cal. 5th 257, 269-270 (2016). Pursuant to the applicable IWC Wage Order and
28 California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover

1 from Defendants one (1) additional hour of pay at their regular rates of pay for each work day
2 that a required rest period was not authorized and permitted.

3 91. During the relevant time period, Defendants regularly failed to authorize and
4 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
5 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
6 practices, including understaffing and labor budgeting, prevented Plaintiff and class members
7 from being relieved of all duty to take rest periods. Additionally, Defendants failed to
8 schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period
9 coverage, further led to Plaintiff and class members not being authorized and permitted to take
10 compliant rest periods. Moreover, Plaintiff and class members missed some rest periods
11 altogether because Defendants' managers discouraged rest periods by reasoning that since
12 their first rest periods were close in time to their meal periods, Plaintiff and class members
13 should forego their rest periods and simply wait until they took their meal periods.

14 92. Furthermore, Defendants maintained and implemented a company-wide on-
15 premises rest period policy, which mandated that Plaintiff and class members remain on the
16 work premises during their rest periods. Because Plaintiff and class members were restricted
17 from leaving Defendants' work premises during rest periods, they were denied the ability to
18 use their rest periods freely for their own purposes, such as running personal errands. Thus,
19 Defendants effectively maintained control over Plaintiff and class members during rest
20 periods.

21 93. As a result of Defendants' practices and policies, Plaintiff and class members
22 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
23 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
24 Plaintiff missed rest periods and had rest periods cut short or interrupted due to a heavy
25 workload and/or lack of coverage. As a further example, about 2-3 times per week, Plaintiff's
26 rest period would be interrupted by her manager inquiring about when she would be returning
27 from her rest period and giving her assignments to complete upon her return.

28 94. Defendants have also engaged in a company-wide practice and/or policy of not

1 paying all rest period premiums owed when compliant rest periods are not authorized and
2 permitted. As a result, Defendants denied Plaintiff and class members rest periods and failed
3 to pay them rest period premiums due, in violation of California Labor Code sections 226.7
4 and 516, and the applicable IWC Wage Order.

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

10 **FIFTH CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 12 **Statements and Failure to Maintain Accurate Payroll Records** 13 **(Against all Defendants)**

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

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

21 98. At all relevant times, Defendants have knowingly and intentionally provided
22 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
23 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
24 that fail to correctly list: gross wages earned; total hours worked; net wages earned; address of
25 the legal entity that is the employer; and all applicable hourly rates in effect during the pay
26 period, including rates of pay for overtime, and the corresponding number of hours worked at
27 each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5),
28 226(a)(8), and 226(a)(9).

1 99. Because Defendants did not record the time Plaintiff and Subclass members
2 spent working off-the-clock, Defendants did not list the correct amount of gross wages and net
3 wages earned by Plaintiff and Subclass members in compliance with section 226(a)(1) and
4 section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the
5 total number of hours worked by Plaintiff and Subclass members, in violation of section
6 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period
7 and the corresponding accurate number of hours worked at each hourly rate, in violation of
8 section 226(a)(9).

9 100. Additionally, and separate from these violations, Defendants issued uniform
10 wage statements to Plaintiff and Subclass members that failed to correctly list the address of
11 the legal entity of the actual employer in violation of 226(a)(8). The purpose of section
12 226(a)(8) is to provide California employees with transparency as to the true identity of their
13 employer, to allow the employee to contact their employer during employment in the future
14 for various reasons, including filing an administrative claim, judicial claim, or other action to
15 seek relief against their employer, to obtain unemployment benefits, etc. This includes
16 providing employees with a physical address of the employer and not a Post Office Box.
17 Plaintiff's and Subclass members' wage statements incorrectly list the employer's address as
18 "P.O. Box 439, Cottonwood, CA 96022", but, according to the California Secretary of State's
19 website, Defendants' entity address should either be "20803 Front Street, Cottonwood, CA
20 96022" or "19230 Hooker Creek Rd., Cottonwood, CA 96022."

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

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

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

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

28 ///

1 **SIXTH CAUSE OF ACTION**

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

3 **Upon Termination**

4 **(Against all Defendants)**

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

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

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

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

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

28 ///

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

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

111. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and those class members.

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

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

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

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

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

EIGHTH CAUSE OF ACTION

Violation of California Labor Code §§ 551, 552, and 558—Failure to Provide One Day's Rest in Seven (Against all Defendants)

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

117. At all relevant times herein, California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. Additionally, California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest.

118. At all relevant times herein set forth, California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six hours in any one day thereof.

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

120. During the relevant time period, Defendants sometimes scheduled Plaintiff and class members to work six (6) or more hours per day and more than seven (7) consecutive days in a workweek. For example, on information and belief, Plaintiff sometimes worked

1 seven (7) and up to ten (10) consecutive days, and eight (8) hours per day. Because Plaintiff
2 and class members worked over 30 hours per week and over six (6) hours per day in a
3 workweek, they were not exempt from the day-of-rest requirement. To the extent that
4 Plaintiff and class members may have signed purported waivers of their right to a day's rest in
5 seven, such waivers are invalid.

6 121. Thus, during the relevant time period, and in violation of Labor Code sections
7 551 and 552, Defendants willfully caused Plaintiff and class members to work more than six
8 days in seven. Plaintiff and class members are therefore entitled to recover civil penalties
9 pursuant to Labor Code section 558.

10 **NINTH CAUSE OF ACTION**

11 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 12 **(Against all Defendants)**

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

15 123. At all times herein set forth, California Labor Code section 2802 provides that
16 an employer must reimburse employees for all necessary expenditures and losses incurred by
17 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
18 to prevent employers from passing off their cost of doing business and operating expenses on
19 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
20 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: “[w]hen
21 tools or equipment are required by the employer or are necessary to the performance of a job,
22 such tools and equipment shall be provided and maintained by the employer, except that an
23 employee whose wages are at least two (2) times the minimum wage provided herein may be
24 required to provide and maintain hand tools and equipment customarily required by the trade
25 or craft.”

26 124. First, during the relevant time period, Defendants, on a company-wide basis,
27 required that Plaintiff and class members use their own personal cellular phones and/or
28 cellular data to carry out their job duties, but failed to reimburse them for the costs of their

1 work-related cellular phone expenses. Plaintiff and class members were required to use their
2 personal cellular phones to complete their work-related tasks, such as discussing matters with
3 supervisors. Plaintiff would spend time texting or speaking with her managers to ask about
4 locating an item or a customer order. Although Defendants required Plaintiff and class
5 members to utilize their personal cellular phones to carry out their work-related
6 responsibilities, Defendants failed to fully reimburse them for this cost.

7 125. Second, during the relevant time period, on information and belief, Defendants
8 had a company-wide policy of requiring Plaintiff and class members to utilize their own
9 personal vehicles or alternate transportation to obtain mandatory drug testing and/or physical
10 examinations, but failed to reimburse them for all costs of travel, including mileage.
11 Defendants maintained and implemented a company-wide policy of requiring employees to
12 travel to a medical facility on their own time and using their own personal vehicles to undergo
13 mandatory drug testing and/or physical examinations. At all times, Defendants were in
14 control of scheduling the date and time for the testing and/or physical examinations, selecting
15 the provider or facility where the testing and/or physical examinations were to take place, and
16 determining the scope of the testing and/or physical examinations.

17 126. For example, as stated, Defendants gave Plaintiff strict instructions to obtain a
18 physical examination, and Plaintiff underwent the examination for the sole benefit of
19 Defendants. Plaintiff followed Defendants' instructions and traveled several miles to and
20 from the medical facility designated by Defendants, Modoc Medical Center, in Alturas,
21 California. Although Defendants required Plaintiff and class members to use their own
22 vehicles or obtain alternate transportation to undergo drug testing and/or physical
23 examinations, Defendants never reimbursed them for their travel expenses.

24 127. Defendants could have provided Plaintiff and class members with the actual
25 tools for use on the job, such company vehicles and phones, or Defendants could have
26 reimbursed employees for the costs of their cellular phone usage, mileage, and travel
27 expenses. Instead, Defendants passed these operating costs off onto Plaintiff and class
28 members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum

1 wage.

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

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

9 **TENTH CAUSE OF ACTION**

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

11 **(Against all Defendants)**

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

14 131. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
15 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
16 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 222.5,
17 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor
18 Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil
19 penalties for violations of those Labor Code sections not found in section 2699.5, including
20 sections 516, 1182.12, and 2810.5.

21 132. Defendants' conduct, as alleged herein, violates numerous sections of the
22 California Labor Code, including, but not limited to, the following:

23 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
24 Wage Order for Defendants' failure to compensate Plaintiff and other
25 aggrieved employees with all required overtime pay and failure to
26 properly calculate the overtime rates paid to other aggrieved employees,
27 as set forth below;

28 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and

1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;

(c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other aggrieved employees with meal periods, as alleged herein;

(d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;

(e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;

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

(g) Violation of Labor Code section 204 for failure to pay all earned wages during employment to Plaintiff and other aggrieved employees, as alleged herein;

(h) Violation of Labor Code sections 201, 202, and 203 for failure to pay Plaintiff and other aggrieved employees all earned wages upon termination, as alleged herein;

(i) Violation of California Labor Code section 222.5 for failure to pay the costs of mandatory physical examinations and/or drug testing, as set forth below;

(j) Violation of Labor Code section 551 and 552 for failure to provide Plaintiff and other aggrieved employees one day's rest in seven, as alleged herein;

- 1 (k) Violation of Labor Code section 1198 and the applicable IWC Wage
2 Order for failing to provide suitable seating to Plaintiff and other
3 aggrieved employees, as set forth below;
- 4 (l) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
5 and other aggrieved employees for all business expenses necessarily
6 incurred, as alleged herein; and
- 7 (m) Violation of Labor Code section 2810.5 for failure to provide notice of
8 material terms of employment to other aggrieved employees, as set forth
9 below.

10 133. California Labor Code sections 510 and 1198 and the applicable IWC Wage
11 Order require employers to pay employees working more than eight (8) hours in a day or more
12 than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular
13 rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40)
14 hours in a workweek. The applicable IWC Wage Order further provides that employers are
15 required to pay employees working more than twelve (12) hours in a day overtime
16 compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate
17 of pay includes all remuneration for employment paid to, or on behalf of, the employee,
18 including incentive pay and nondiscretionary bonuses.

19 134. During the relevant time period, Defendants did not pay other aggrieved
20 employees the correct overtime rates for the recorded overtime hours that they generated. In
21 addition to an hourly wage, Defendants paid other aggrieved employees incentive pay,
22 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
23 California Labor Code, Defendants failed to incorporate all remunerations, including incentive
24 pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
25 purposes of calculating the overtime wage rates. Therefore, during times when other
26 aggrieved employees worked overtime and received these other forms of pay, Defendants
27 failed to pay all overtime wages by paying a lower overtime rate than required. Other
28 aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code

1 sections 2699(a), (f), and (g).

2 135. At all relevant times herein, California Labor Code section 222.5 requires
3 employers to pay for the costs an employee incurs for obtaining any required medical or
4 physical examination.

5 136. During the relevant time period, Defendants implemented, on a company-wide
6 basis, an employer-imposed requirement that Plaintiff and other aggrieved employees undergo
7 a mandatory drug test and/or physical examination, but required them to do so at their own
8 expense. As stated, Defendants had a company-wide policy requiring that all employees,
9 including Plaintiff and other aggrieved employees, travel to a specified medical facility using
10 their own personal vehicles or alternate transportation to undergo physical examinations
11 and/or drug testing. At all times, Defendants were in control of scheduling the date and time
12 for the testing and/or examination, selecting the provider/facility where the testing and/or
13 examination was to take place, and determining the scope of the testing and/or examination.

14 137. During the relevant time period, as stated, Plaintiff was instructed by
15 Defendants to travel to a medical facility, Modoc Medical Center, in Alturas, California, and
16 obtain a physical examination. Plaintiff followed Defendants' instructions, traveled to the
17 facility Defendants selected, and underwent the examination. Plaintiff was required to travel
18 several miles to and from a medical facility selected by Defendants using her own vehicle, and
19 spent an additional 40 minutes waiting at the medical facility and undergoing the requisite
20 physical examination.

21 138. However, Defendants did not compensate Plaintiff and other aggrieved
22 employees for the time they spent traveling to and from their drug tests and/or physical
23 examinations, or for the time they spent undergoing the testing and/or examinations, or
24 reimburse them for the travel expenses they incurred getting to and from the medical facilities.
25 Defendants' policy and/or practice of not paying for all costs Plaintiff and other aggrieved
26 employees incurred obtaining mandatory drug tests and/or physical examinations violates
27 California Labor Code section 222.5. Plaintiff and other aggrieved employees are therefore
28 entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

1 139. At all relevant times herein, California Labor Code section 1198 makes it
2 illegal to employ an employee under conditions of labor that are prohibited by the applicable
3 wage order. California Labor Code section 1198 requires that “. . . the standard conditions of
4 labor fixed by the commission shall be the . . . standard conditions of labor for employees.
5 The employment of any employee . . . under conditions of labor prohibited by the order is
6 unlawful.”

7 140. California Code of Regulations, Title 8, section 11070(14)(A) provides that
8 “[a]ll working employees shall be provided with suitable seats when the nature of the work
9 reasonably permits the use of seats.”

10 141. Defendants’ California supermarkets are generally similar in their layout and
11 design and there was, and continues to be, space behind cash wraps to allow for the presence
12 and use of a seat or stool by Plaintiff and other aggrieved employees (with reasonable or no
13 modification to these work areas) during the performance of their work duties. Defendants
14 could provide Plaintiff and other aggrieved employees with a seat or stool at their cash wraps,
15 but instead denied employees seating and force other aggrieved employees to stand
16 throughout the day.

17 142. Plaintiff and other aggrieved employees spent a substantial portion of their day
18 behind or at cash wraps. The nature of the work of an employee performing cashier duties can
19 reasonably be accomplished from a seated position. However, as set forth herein, Defendants
20 systematically, and on a company-wide basis, do not provide seats or stools at or near cash
21 wraps, forcing Plaintiff and other aggrieved employees to stand throughout their work shifts.

22 143. During the relevant time period, Defendants violated California Labor Code
23 section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because
24 Plaintiff and other aggrieved employees were not allowed to sit, even when it would not have
25 interfered with the performance of their duties, nor were they provided with suitable seats.
26 Defendants’ management did not inform Plaintiff and other aggrieved employees that they
27 were allowed to sit down, provide any means for them to sit down, or mention any policy
28 regarding sitting.

1 144. As a result of Defendants' company-wide policy and/or practice of prohibiting
2 employees from sitting during their shifts and company-wide failure to provide suitable
3 seating, Plaintiff and other aggrieved employees were forced to stand during shifts and denied
4 seats. Defendants' failure to provide suitable seating to Plaintiff and other aggrieved
5 employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001,
6 subdivision 14(A). Plaintiff and other aggrieved employees are therefore entitled to recover
7 civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

8 145. At all relevant times herein, California Labor Code section 1198 makes it
9 illegal to employ an employee under conditions of labor that are prohibited by the applicable
10 wage order. California Labor Code section 1198 requires that "... the standard conditions of
11 labor fixed by the commission shall be the ... standard conditions of labor for employees.
12 The employment of any employee ... under conditions of labor prohibited by the order is
13 unlawful."

14 146. California Code of Regulations, Title 8, section 11070(14)(B) provides that
15 "[w]hen employees are not engaged in the active duties of their employment and the nature of
16 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
17 proximity to the work area and employees shall be permitted to use such seats when it does
18 not interfere with the performance of their duties."

19 147. During the relevant time period, Defendants violated California Labor Code
20 section 1198 and California Code of Regulations, Title 8, section 11070(14)(B), because
21 Plaintiff and other aggrieved employees were not provided with suitable seats in reasonable
22 proximity to their work areas and, therefore, effectively not allowed to sit, even during lulls in
23 their work duties.

24 148. As stated, Defendants' California supermarkets are generally similar in their
25 layout and design and there was, and continues to be, space near work areas (with reasonable
26 or no modification to these work areas) to allow for the presence and use of a seat or stool by
27 Plaintiff and other aggrieved employees during lulls in operation. Defendants could have
28 provided Plaintiff and other aggrieved employees with a seat or stool in their work areas, but

1 instead denied employees seating and forced Plaintiff and other aggrieved employees to stand
2 throughout the day.

3 149. Defendants did not provide Plaintiff and other aggrieved employees with seats
4 or stools in reasonable proximity to their work areas to allow them to use seats when it would
5 not interfere with the performance of their duties for times when they were not engaged in
6 active duties that require standing. In other words, to the extent Plaintiff and other aggrieved
7 employees engaged in duties in which the nature of the work required standing, Defendants
8 denied them the use of seats nearby during lulls in their work duties. Moreover, Defendants
9 did not inform Plaintiff and other aggrieved employees of their rights to a seat or stool under
10 California law.

11 150. As a result of Defendants' company-wide policy and/or practice of prohibiting
12 employees from sitting at any time, even when they were not engaged in active duties
13 requiring standing, and company-wide failure to provide seats in reasonable proximity to their
14 work areas, Plaintiff and other aggrieved employees were forced to stand during shifts and
15 denied seats. Defendants' failure to provide suitable seating to Plaintiff and other aggrieved
16 employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001,
17 subdivision 14(B). Plaintiff and other aggrieved employees are therefore entitled to recover
18 civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

19 151. California's Wage Theft Prevention Act was enacted to ensure that employers
20 provide employees with basic information material to their employment relationship at the
21 time of hiring, and to ensure that employees are given written and timely notice of any
22 changes to basic information material to their employment. Codified at California Labor
23 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
24 employer must provide written notice to employees containing basic and material payroll
25 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
26 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
27 overtime, the regular payday designated by the employer, and any allowances claims as part
28 of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-

1 (C).

2 152. During the relevant time period, Defendants failed to provide Plaintiff and
3 other aggrieved employees with written notice that lists all the requisite information set forth
4 in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and other
5 aggrieved employees with written notice of basic information regarding their employment
6 with Defendants is in violation of Labor Code section 2810.5. Plaintiff and other aggrieved
7 employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
8 2699(a), (f), and (g).

9 **ELEVENTH CAUSE OF ACTION**

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

11 **Unlawful Business Practices**

12 **(Against all Defendants)**

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

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

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

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

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

- 1 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
2 class members, to work overtime without paying them proper
3 compensation in violation of California Labor Code sections 510 and
4 1198 and the applicable IWC Wage Order, as alleged herein;
- 5 (b) Failing to pay at least minimum wage to Plaintiff and class members in
6 violation of California Labor Code sections 1182.12, 1194, 1197,
7 1197.1, and 1198 and the applicable IWC Wage Order, as alleged
8 herein;
- 9 (c) Failing to provide uninterrupted meal periods to Plaintiff and class
10 members in violation of California Labor Code sections 226.7, 512(a),
11 516, and 1198 and the applicable IWC Wage Order, as alleged herein;
- 12 (d) Failing to authorize and permit Plaintiff and class members to take
13 uninterrupted rest periods in violation of California Labor Code sections
14 226.7, 516, and 1198 and the applicable IWC Wage Order, as alleged
15 herein;
- 16 (e) Failing to provide Plaintiff and class members with accurate wage
17 statements and failing to maintain accurate payroll records in violation
18 of California Labor Code sections 226(a), 1174(d), and 1198 and the
19 applicable IWC Wage Order, as alleged herein;
- 20 (f) Failing timely to pay all earned wages to Plaintiff and class members in
21 violation of California Labor Code section 204, as alleged herein;
- 22 (g) Failing to pay the costs of mandatory physical examinations and/or drug
23 testing in violation of California Labor Code section 222.5, as set forth
24 below;
- 25 (h) Failing to provide one day's rest in seven to Plaintiff and class members
26 in violation of California Labor Code sections 551 and 552, as alleged
27 herein;
- 28 (i) Failing to reimburse Plaintiff and class members for all business

1 expenses necessarily incurred in violation of California Labor Code
2 sections 2802, as alleged herein; and

- 3 (j) Failing to provide written notice of information material to Plaintiff's
4 and class members' employment with Defendants in violation of
5 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

6 158. At all relevant times herein, California Labor Code section 222.5 requires
7 employers to pay for the costs an employee incurs for obtaining any required medical or
8 physical examination.

9 159. During the relevant time period, Defendants implemented, on a company-wide
10 basis, an employer-imposed requirement that Plaintiff and class members undergo a
11 mandatory drug test and/or physical examination, but required them to do so at their own
12 expense. As stated, Defendants had a company-wide policy requiring that all employees,
13 including Plaintiff and class members, travel to a specified medical facility using their own
14 personal vehicles or alternate transportation to undergo physical examinations and/or drug
15 testing. At all times, Defendants were in control of scheduling the date and time for the
16 testing and/or examination, selecting the provider/facility where the testing and/or
17 examination was to take place, and determining the scope of the testing and/or examination.

18 160. During the relevant time period, as stated, Plaintiff was instructed by
19 Defendants to travel to a medical facility, Modoc Medical Center, in Alturas, California, and
20 obtain a physical examination. Plaintiff followed Defendants' instructions, traveled to the
21 facility Defendants selected, and underwent the examination. Plaintiff was required to travel
22 several miles to and from a medical facility selected by Defendants using her own vehicle, and
23 spent an additional 40 minutes waiting at the medical facility and undergoing the requisite
24 physical examination.

25 161. However, on information and belief, Defendants did not compensate Plaintiff and
26 class members for the time they spent traveling to and from their drug tests and/or physical
27 examinations, or for the time they spent undergoing the testing and/or examinations, or
28 reimburse them for the travel expenses they incurred getting to and from the medical facilities.

1 Defendants' policy and/or practice of not paying for all costs Plaintiff and class members
2 incurred obtaining mandatory drug tests and/or physical examinations violates California Labor
3 Code section 222.5.

4 162. At all relevant times herein, California's Wage Theft Prevention Act was
5 enacted to ensure that employers provide employees with basic information material to their
6 employment relationship at the time of hiring, and to ensure that employees are given written
7 and timely notice of any changes to basic information material to their employment. Codified
8 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
9 time of hiring, an employer must provide written notice to employees containing basic and
10 material payroll information, including, among other things, the rate(s) of pay and basis
11 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
12 including any rates for overtime, the regular payday designated by the employer, and any
13 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
14 Code § 2810.5(a)(1)(A)-(C).

15 163. At all relevant times, on information and belief, Defendants failed, on a
16 company-wide basis, to provide written notice to Plaintiff and class members that lists the
17 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
18 to provide Plaintiff and class members with written notice of basic information regarding their
19 employment with Defendants is in violation of Labor Code sections 2810.5(a)(1)(A)-(C).

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

24 165. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
25 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
26 Defendants during a period that commences four years prior to the filing of this complaint; a
27 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
28 class members; and an award of attorneys' fees pursuant to California Code of Civil

1 Procedure section 1021.5 and other applicable laws; and an award of costs.

2 **TWELFTH CAUSE OF ACTION**

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

4 **Unfair Business Practices**

5 **(Against all Defendants)**

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

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

11 168. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
12 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
13 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
14 seeks to enforce important rights affecting the public interest within the meaning of Code of
15 Civil Procedure section 1021.5. Defendants’ activities, namely Defendants’ company-wide
16 practice and/or policy of not paying Plaintiff and class members meal and rest period
17 premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members
18 of the compensation guarantee and enhanced enforcement implemented by section 226.7. The
19 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
20 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
21 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
22 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
23 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
24 unfair business practice in violation of California Business & Professions Code sections
25 17200, *et seq.* (*Id.*)

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

1 acts against the public policy behind these laws.

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

9 **REQUEST FOR JURY TRIAL**

10 Plaintiff requests a trial by jury.

11 **PRAYER FOR RELIEF**

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

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

17 **Class Certification**

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

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

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

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

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

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

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

As to the Second Cause of Action

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

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

20. For pre-judgment interest on any unpaid meal period premiums from the date

1 such amounts were due, or as otherwise provided by law;

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

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

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

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

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

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

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

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

18 28. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and

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

22 **As to the Fifth Cause of Action**

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

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

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

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

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

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

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

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

18 40. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and

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

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

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

27 43. For all actual, consequential and incidental losses and damages, according to
28 proof;

1 44. For statutory penalties according to proof pursuant to California Labor Code
2 section 210;

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

5 46. For attorneys' fees pursuant to California Code of Civil Procedure section
6 1021.5, or as otherwise provided by law; and

7 47. For such other and further relief as the Court may deem equitable and
8 appropriate.

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

10 48. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 551 and 552 by failing to provide a day's rest in seven; and that
12 Defendants committed said violations of the Labor Code against Plaintiff and class members;

13 49. For civil penalties for conduct occurring any time between one year prior to the
14 filing of this complaint and judgment, pursuant to California Labor Code section 558;

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

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

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

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

22 53. For unpaid business-related expenses and such general and special damages as
23 may be appropriate;

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

26 55. For all actual, consequential, and incidental losses and damages, according to
27 proof;

28 56. For attorneys' fees and costs pursuant to California Labor Code section

1 2802(c), or as otherwise provided by law; and

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

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

5 58. That the Court declare, adjudge and decree that Defendants violated the
6 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
7 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
8 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
9 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
10 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
11 statements and maintain accurate payroll records); 201, 202, and 203 (by failing to timely pay
12 all earned wages upon termination); 204 (by failing to timely pay all earned wages during
13 employment); 222.5 (by failing to pay for costs of mandatory physical exams and/or drug
14 testing); 551 and 552 (by failing to provide one day's rest in seven); 1198 and the applicable
15 IWC Wage Order (by failing to provide suitable seating); 2802 (by failing to reimburse
16 business expenses); and 2810.5 (by failing to provide notice of material terms of
17 employment);

18 59. For civil penalties pursuant to California Labor Code sections 210, 226.3, 256,
19 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of California Labor Code
20 sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d),
21 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5;

22 60. For attorneys' fees and costs pursuant to California Labor Code section
23 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of California
24 Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 551, 552,
25 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5;

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

27 62. For such other and further relief as the Court may deem equitable and
28 appropriate.

As to the Eleventh Cause of Action

63. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to pay costs of mandatory drug testing and/or physical examinations, failing to provide one day's rest in seven, failing to reimburse Plaintiff and class members for business-related expenses, and failing to provide Plaintiff and class members with written notice of the material terms of their employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

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

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

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

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

As to the Twelfth Cause of Action

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

1 69. For restitution of the statutory benefits under section 226.7 unfairly withheld
2 from Plaintiff and class members and prejudgment interest from the day such amounts were
3 due and payable;

4 70. For the appointment of a receiver to receive, manage, and distribute any and all
5 funds disgorged from Defendants and determined to have been wrongfully acquired by
6 Defendants as a result of violations of California Business & Professions Code sections
7 17200, *et seq.*;

8 71. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
9 California Code of Civil Procedure section 1021.5;

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

11 73. For such other and further relief as the Court may deem equitable and
12 appropriate.

13 Dated: August 11, 2021

Respectfully submitted,

Capstone Law APC

16 By: _____


Orlando Villalba
Helga Hakimi
Roxanna Tabatabaeepour

Attorneys for Plaintiff Kiana Anderberg

EXHIBIT “1”

MAO SHIOKURA
310.712.8030 Direct
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June 11, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Kiana Anderberg v. North State Grocery, Inc., et al.*

Dear PAGA Administrator:

This office represents Kiana Anderberg in connection with her claims under the California Labor Code. Ms. Anderberg was an employee of NORTH STATE GROCERY, INC. and/or HOLIDAY RANCHES, INC. For the purpose of this letter, Ms. Anderberg collectively refers to these entities as “NORTH STATE.”

The employers may be contacted directly at the addresses below:

NORTH STATE GROCERY, INC.
20803 FRONT STREET
COTTONWOOD CA 96022

HOLIDAY RANCHES, INC.
19230 HOOKER CREEK RD
COTTONWOOD CA 96022

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

NORTH STATE employed Ms. Anderberg as a non-exempt, hourly paid Grocery Clerk from approximately August 2020 to February 26, 2021. Ms. Anderberg worked for NORTH STATE at its grocery store located at 1200 West 12th Street in Alturas, California. She typically worked eight (8) hours or more per day, five (5) days per week, and approximately 40 hours or more per week. At the time her employment ended, Ms. Anderberg was compensated approximately \$13.00 per hour. Her job duties included inspecting, watering, and restocking produce; monitoring the produce department; providing customer service; and cashiering.

NORTH STATE has committed one or more of the following Labor Code violations against Ms. Anderberg, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

NORTH STATE’s Company-Wide and Uniform Payroll and HR Practices

NORTH STATE GROCERY, INC. and HOLIDAY RANCHES, INC. are both California corporations. NORTH STATE is a supermarket chain operating approximately 22 grocery stores in California and Oregon. In California, NORTH STATE operates approximately 21 Holiday Market and SAVMOR Foods grocery store locations. Upon information and belief, NORTH STATE maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Cottonwood, California, for all non-exempt, hourly paid employees working for NORTH STATE in California, including Ms. Anderberg and other aggrieved employees. At all relevant times, NORTH STATE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Anderberg and other aggrieved employees, regardless of their location or position.

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

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

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

NORTH STATE willfully failed to pay all overtime wages owed to Ms. Anderberg and other aggrieved employees. During the relevant time period, Ms. Anderberg and other aggrieved

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

employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, NORTH STATE had, and continues to have, a company-wide policy and/or practice of improperly rounding employee clock-in and clock-out duration times to the nearest 1/10 of the hour in its timekeeping system. NORTH STATE's rounding policy resulted in the failure to compensate Ms. Anderberg and other aggrieved employees fully for all hours worked, causing Ms. Anderberg and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. Upon information and belief, NORTH STATE's rounding policy was, and continues to be, unfair and has, over time, resulted in the underpayment of wages to Ms. Anderberg and other aggrieved employees. To the extent NORTH STATE's rounding policy has taken away time worked that was eligible for overtime, Ms. Anderberg and other aggrieved employees were denied overtime pay for all hours worked.

Second, during the relevant time period, NORTH STATE had, and continues to have, a policy of requiring Ms. Anderberg and other aggrieved employees to continue to perform work-related tasks while off-the-clock, such as assisting customers. For example, on at least three (3) occasions, after she had clocked out from her shift, Ms. Anderberg would be stopped on her way out of the store and asked to help customers with locating items in the aisles. Thus, NORTH STATE failed to track this time spent working after scheduled shifts, and Ms. Anderberg and other aggrieved employees received no compensation for this time.

Third, on information and belief, NORTH STATE had, and continues to have, a company-wide policy and/or practice of staffing its store locations strictly based on a labor budget set by the corporate office. NORTH STATE's use of a labor budget resulted in chronic understaffing, such that there were too few employees on duty to handle the workload and provide uninterrupted meal period coverage. Thus, Ms. Anderberg and other aggrieved employees missed their meal periods and/or were not provided adequate meal period coverage to allow them to be relieved of their duties for compliant meal periods. As a result, Ms. Anderberg and other aggrieved employees missed meal periods and/or had their meal periods interrupted, but were not compensated for this time.

NORTH STATE knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Anderberg and other aggrieved employees were performing their assigned duties off-the-clock and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Anderberg and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

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

NORTH STATE's failure to pay Ms. Anderberg and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Anderberg and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

As stated above, NORTH STATE had a company-wide practice and/or policy of rounding Ms. Anderberg's and other aggrieved employees' hourly clock-in and clock-out duration times to the 1/10 of an hour in its timekeeping system, resulting in the failure to compensate Ms. Anderberg and other aggrieved employees fully for all hours worked. Also, as set forth above, during the relevant time period, NORTH STATE required that Ms. Anderberg and other aggrieved employees perform work off-the-clock after their scheduled shifts, including assisting customers. Additionally, as stated above, on information and belief, due to NORTH STATE's uniform practice of labor budgeting and subsequent understaffing and lack of meal period coverage, Ms. Anderberg and other aggrieved employees were forced to forego meal periods and/or had their meal periods interrupted by work.

Moreover, during the relevant time period, NORTH STATE maintained and implemented a company-wide policy of requiring all employees to travel to a medical facility on their own time and using their own personal vehicles to undergo mandatory drug testing and/or physical examinations. At all times, NORTH STATE was in control of scheduling the date and time for the testing and/or examination, selecting the provider or facility where the testing and/or examination was to take place, and determining the scope of the testing and/or examination. For example, Ms. Anderberg followed NORTH STATE's instructions and traveled to a medical facility designated by NORTH STATE, Modoc Medical Center, in Alturas, California. Ms. Anderberg spent approximately forty (40) minutes traveling to and from the designated medical facility and undergoing a physical examination. However, NORTH STATE did not compensate Ms. Anderberg and other aggrieved employees for the time they spent traveling to and from the medical facilities and undergoing the mandatory drug testing and/or physical examinations.

Thus, NORTH STATE did not pay minimum wages for all hours worked by Ms. Anderberg and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, NORTH STATE did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, NORTH STATE regularly failed to pay at least minimum wages to Ms. Anderberg and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Anderberg and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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

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

As stated, NORTH STATE had, and continues to have, company-wide a policy and/or practice of understaffing its locations pursuant to its use of labor budgets. As a result, Ms. Anderberg and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Moreover, NORTH STATE did not provide Ms. Anderberg and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During her employment, Ms. Anderberg worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Ms. Anderberg and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, NORTH STATE implemented a company-wide policy of requiring all newly hired employees, including Ms. Anderberg and other aggrieved employees, to sign blanket meal period waivers at or near their time of hire. NORTH STATE took the position that non-exempt, hourly paid employees had waived their rights to first and second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Moreover, NORTH STATE's "Waiver of Meal Periods" does not advise employees that they may revoke the waiver. NORTH STATE's company-wide use of blanket meal period waivers signed at or near the time of hire discouraged and impeded Ms. Anderberg and other aggrieved employees from taking all meal periods to which they were entitled. And NORTH STATE's presumption that second meal periods would not be provided for shifts in excess of ten (10) hours but less than twelve (12) hours due to blanket second meal period waivers discouraged Ms. Anderberg and other aggrieved employees from taking second meal periods.

In addition, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). Further, under Labor Code section 512(a) and the applicable IWC Wage Order, employees may waive their second meal periods only if they took their first meal period. That NORTH STATE requires employees to sign meal period waivers in advance (as opposed to on a specific work day) renders them invalid and unenforceable, because NORTH STATE's obligation to provide Ms. Anderberg and other aggrieved employees with meal periods did not arise until NORTH STATE had employed them for a full five (5) hours.

At all times mentioned herein, NORTH STATE knew or should have known that as a result of its policies, Ms. Anderberg and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. NORTH STATE further knew or should have known that it did not pay Ms. Anderberg and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

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

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

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

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

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

During the relevant time period, NORTH STATE regularly failed to authorize and permit Ms. Anderberg and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, NORTH STATE’s policies and/or practices of understaffing and labor budgeting prevented Ms. Anderberg and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. NORTH STATE also failed to schedule rest periods, which, coupled with NORTH STATE’s failure to provide adequate rest period coverage, further led to Ms. Anderberg and other aggrieved employees not being authorized and permitted to take rest periods. Moreover, Ms. Anderberg and other aggrieved employees missed some rest periods altogether because NORTH STATE’s managers discouraged rest periods by reasoning that since their first rest periods were close in time to their meal periods, Ms. Anderberg and other aggrieved employees should forego their rest periods and simply wait until they took their meal periods.

Furthermore, NORTH STATE maintained and implemented a company-wide practice and/or policy requiring that Ms. Anderberg and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Anderberg and other aggrieved employees were restricted from leaving the work premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, NORTH STATE effectively maintained control over Ms. Anderberg and other aggrieved employees during rest periods, and, as a result of this rest period policy, NORTH STATE did not relinquish control over Ms. Anderberg and other aggrieved employees during rest periods.

As a result of NORTH STATE’s practices and policies, Ms. Anderberg and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Anderberg missed rest periods and had rest periods cut short or interrupted due to understaffing and/or lack of coverage. As a further example, about 2-3 times per week, Ms. Anderberg’s rest period would be interrupted by her manager inquiring about when she would be returning from her rest period and giving her assignments to complete upon her return.

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

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

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

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. NORTH STATE has not provided Ms. Anderberg and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, NORTH STATE has knowingly and intentionally provided Ms. Anderberg and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, NORTH STATE issued uniform wage statements to Ms. Anderberg and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, NORTH STATE violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

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

Furthermore, because NORTH STATE did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, NORTH STATE did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). NORTH STATE also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay, in violation of section 226(a)(9).

Additionally, and separate from these violations, NORTH STATE issued uniform wage statements to Ms. Anderberg and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. This includes providing employees with a physical address of the employer and not a Post Office Box. Ms. Anderberg's and other aggrieved employees' wage statements incorrectly list the employer's address as "P.O. Box 439, Cottonwood, CA 96022", but,

according to the California Secretary of State's website, NORTH STATE's entity address should either be "20803 Front Street, Cottonwood, CA 96022" or "19230 Hooker Creek Rd., Cottonwood, CA 96022."

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

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

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. At all relevant times, as stated, NORTH STATE engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Anderberg and other aggrieved employees in violation of section 1198. Furthermore, in light of NORTH STATE's failure to provide Ms. Anderberg and other aggrieved employees with second 30-minute meal periods to which they were entitled, NORTH STATE kept no records of meal start and end times for second meal periods.

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

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

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

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

During the relevant time period, NORTH STATE failed to pay Ms. Anderberg and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

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

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

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

NORTH STATE willfully failed to pay Ms. Anderberg and other aggrieved employees who are no longer employed by NORTH STATE all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving NORTH STATE's employ.

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

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

During the relevant time period, NORTH STATE implemented, on a company-wide basis, an employer-imposed requirement that Ms. Anderberg and other aggrieved employees undergo mandatory drug testing and/or physical examinations, but required them to do so at their own

expense. As stated, NORTH STATE had a company-wide policy requiring that Ms. Anderberg and other aggrieved employees travel to a specified medical facility on their own time and use their own means of transportation to undergo drug testing and/or physical examinations. At all times, NORTH STATE was in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations. Ms. Anderberg was instructed by NORTH STATE to travel to a medical facility, Modoc Medical Center, in Alturas, California, and obtain a physical examination. Ms. Anderberg followed NORTH STATE's instructions, traveled to the facility NORTH STATE selected, and underwent the examination. Ms. Anderberg was required to travel several miles to and from a medical facility selected by NORTH STATE using her own vehicle, and spent an additional 40 minutes waiting at the medical facility and undergoing the requisite physical examination.

However, NORTH STATE did not compensate Ms. Anderberg and other aggrieved employees for the time they spent traveling to and from the medical facilities, for the time they spent undergoing the drug testing and/or physical examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. NORTH STATE's policy and/or practice of not paying for all costs Ms. Anderberg and other aggrieved employees incurred undertaking mandatory drug testing and/or physical examinations is in violation of California Labor Code section 222.5.

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

Violation of California Labor Code § 450 – Compelling Patronization

Labor Code section 450 provides that an employer may not "compel or coerce any employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of anything of value." An employer violates section 450 by forcing an employee to patronize the employer's business in the purchase of a company-provided good.

NORTH STATE had a company-wide policy of requiring employees to purchase uniform items directly from the company. On information and belief, Ms. Anderberg and other aggrieved employees were required to pay for certain uniform items, including jackets bearing the "Holiday Market" logo. For example, Ms. Anderberg and other aggrieved employees were forced to pay for uniform jackets because they were required to spend time in the refrigeration and freezer areas of the store, but were not allowed to wear their own long-sleeved shirts, sweaters, or jackets (with the exception of a dark green or black jacket without any patterns or designs). Ms. Anderberg was ultimately required to purchase two (2) jackets from NORTH STATE for \$50 total. Furthermore, when working in the front-end during winter (near-freezing temperatures), NORTH STATE's doors remained open for the majority of the day, even during the colder months of the year, but Ms. Anderberg and other aggrieved employees were not provided protective wear and were forced to purchase jackets from NORTH STATE.

NORTH STATE's conduct of compelling and/or coercing Ms. Anderberg and other aggrieved employees to purchase goods from them is in violation of California Labor Code section 450. Ms. Anderberg and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code §§ 551 and 552 – Failure to Provide One Day’s Rest in Seven

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day’s rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six hours in any one day thereof.

During the relevant time period, on information and belief, NORTH STATE sometimes scheduled Ms. Anderberg and other aggrieved employees to work six (6) or more hours per day and more than six (6) consecutive days in a workweek. For example, on information and belief, Ms. Anderberg sometimes worked seven (7) and up to ten (10) consecutive days, and eight (8) hours per day. Because Ms. Anderberg and other aggrieved employees worked over 30 hours per week and over six (6) hours per day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Ms. Anderberg and other aggrieved employees may have signed purported waivers of their right to a day’s rest in seven, such waivers are invalid.

Thus, NORTH STATE caused Ms. Anderberg and other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Ms. Anderberg and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

NORTH STATE’s California supermarkets are generally similar in their layout and design and there was, and continues to be, space behind cash wraps to allow for the presence and use of a seat or stool

by Ms. Anderberg and other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. NORTH STATE could provide Ms. Anderberg and other aggrieved employees with a seat or stool at its cash wraps, but instead denies employees seating and forces Ms. Anderberg and other aggrieved employees to stand throughout the day.

Ms. Anderberg and other aggrieved employees spent a substantial portion of their day behind or at these cash wraps. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. However, as set forth herein, NORTH STATE systematically, and on a company-wide basis, does not provide seats or stools at or near the cash wraps, forcing Ms. Anderberg and other aggrieved employees to stand throughout their work shifts.

NORTH STATE violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Ms. Anderberg and other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. NORTH STATE's management did not inform Ms. Anderberg and other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of NORTH STATE's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Ms. Anderberg and other aggrieved employees were forced to stand during shifts and denied seats. NORTH STATE's failure to provide suitable seating to Ms. Anderberg and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(A).

Ms. Anderberg and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring NORTH STATE into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." California Code of Regulations, Title 8, section 11070(14)(B) provides that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties."

The IWC states that subdivision 14(B) applies during "lulls in operation" when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during "lulls in operation." *Id.*

As stated, NORTH STATE's California supermarket locations are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Ms. Anderberg and other aggrieved employees during lulls in operation. NORTH STATE could provide Ms. Anderberg and other aggrieved employees with a seat or stool in its work areas, but instead denies employees seating and forces Ms. Anderberg and other aggrieved employees to stand throughout the day.

NORTH STATE did not provide Ms. Anderberg and other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. Anderberg and other aggrieved employees engaged in duties in which the nature of the work required standing, NORTH STATE denied them the use of seats nearby during lulls in their work duties. Moreover, NORTH STATE did not inform Ms. Anderberg and other aggrieved employees of their rights to a seat or stool under California law.

As a result of NORTH STATE's company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Ms. Anderberg and other aggrieved employees were forced to stand during shifts and denied seats. NORTH STATE's failure to provide suitable seating to Ms. Anderberg and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 14(B).

Ms. Anderberg and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring NORTH STATE into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, during the relevant time period, NORTH STATE, on a company-wide basis, required that Ms. Anderberg and other aggrieved employees use their own personal cellular phones and/or cellular data to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. Ms. Anderberg and other aggrieved employees were required to use their personal cellular phones to complete their work-related tasks, such as discussing matters with supervisors. Ms. Anderberg would spend time texting or speaking with her managers to ask about locating an item or a customer order. Although NORTH STATE required Ms. Anderberg and other aggrieved employees to utilize their personal cellular phones to carry out their work-related responsibilities, NORTH STATE failed to fully reimburse them for this cost.

Second, NORTH STATE had a company-wide policy of requiring Ms. Anderberg and other aggrieved employees to utilize their own personal vehicles or alternate transportation to obtain mandatory drug testing and/or physical examinations, but failed to reimburse them for all costs of travel, including mileage. At all times, NORTH STATE was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. For example, as stated, NORTH STATE gave Ms. Anderberg strict instructions to obtain a physical examination, and Ms. Anderberg underwent the examination for the sole benefit of NORTH STATE. Ms. Anderberg followed NORTH STATE's instructions and traveled several miles to and from the medical facility designated by NORTH STATE, Modoc Medical Center, in Alturas, California. Although NORTH STATE required Ms. Anderberg and other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, NORTH STATE never reimbursed them for their travel expenses.

Third, during the relevant time period, NORTH STATE required Ms. Anderberg and other aggrieved employees to wear uniforms bearing the company logo, including uniform shirts and/or jackets, but only provided their employees with three (3) shirts as part of their uniform and no jackets. As stated, Ms. Anderberg and other aggrieved employees were required to spend time in the refrigeration and freezer areas of the store, such as the meat department, or in the front-end during winter (near-freezing temperatures), but were not allowed to wear their own long-sleeved shirts, sweaters, or jackets (with the exception of a dark green or black jacket without any patterns or designs). For example, Ms. Anderberg was ultimately required to purchase two (2) branded jackets from NORTH STATE for approximately \$50 total. Since NORTH STATE did not provide uniform jackets to employees, Ms. Anderberg and other aggrieved employees were required to purchase uniform items, including jackets, directly from NORTH STATE, and were not reimbursed for this cost.

NORTH STATE could have provided Ms. Anderberg and other aggrieved employees with the actual tools for use on the job, such as company phones and vehicles, as well as uniform items. Or, NORTH STATE could have reimbursed employees for the costs of their cellular phone usage, travel, mileage, and uniform expenses. Instead, NORTH STATE passed these operating costs off onto Ms. Anderberg and other aggrieved employees. At all relevant times, Ms. Anderberg did not earn at least two (2) times the minimum wage.

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

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the

employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

NORTH STATE failed to provide Ms. Anderberg and other aggrieved employees written notice that lists all of the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). NORTH STATE's failure to provide Ms. Anderberg and other aggrieved employees with written notice of basic information regarding their employment with NORTH STATE is in violation of Labor Code section 2810.5.

Ms. Anderberg and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

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

Accordingly, Ms. Anderberg seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Anderberg, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against NORTH STATE for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 450, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Anderberg seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

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

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

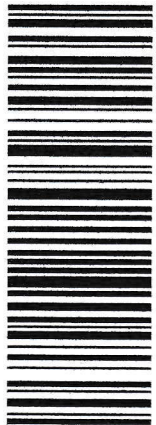
Best Regards,

A handwritten signature in black ink, appearing to read "Mao Shiokura", with a stylized flourish at the end.

Mao Shiokura

Copy: NORTH STATE GROCERY, INC. (via U.S. Certified Mail); HOLIDAY RANCHES, INC.
(via U.S. Certified Mail)

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NORTH STATE GROCERY, INC.
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COTTONWOOD CA 96022



9590 9402 5816 0034 8454 75

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4129

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 2.63

Total Postage and Fees

\$ 8.08

Sent To

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

City, State, ZIP+4®

NORTH STATE GROCERY, INC.
20803 FRONT STREET
COTTONWOOD CA 96022

Postmark
Here

Anderberg v. North
State Grocery, Inc.

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

See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
HOLIDAY RANCHES, INC.
19230 HOOKER CREEK RD
COTTONWOOD CA 96022



9590 9402 5816 0034 8454 82

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4136

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 4136

HOLIDAY RANCHES, INC.
19230 HOOKER CREEK RD
COTTONWOOD CA 96022

U.S. Postal Service™
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☒ Return Receipt (hardcopy) \$ 2.85☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

HOLIDAY RANCHES, INC.
19230 HOOKER CREEK RD
COTTONWOOD CA 96022

City, State, ZIP+4®

Postmark
Here

Andersberg v.
Holiday Ranches,
Inc.

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

See Reverse for Instructions

one
AW APC
y Park East, Ste 1000
C.A 90067

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

HOLIDAY RANCHES, INC.
19230 HOOKER CREEK RD
COTTONWOOD CA 96022



9590 9402 5816 0034 8454 82

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4136

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Maurine Morgan* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

6/18

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

3. Service Type

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

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

NORTH STATE GROCERY, INC.
20803 FRONT STREET
COTTONWOOD CA 96022



9590 9402 5816 0034 8454 75

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4129

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Kathy Brown* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

PROOF OF SERVICE

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

On **August 23, 2021**, I served the document(s) described as: **JOINT STIPULATION TO FILE AMENDED COMPLAINT** on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Jennifer E. Duggan
Christina Bucci Hamilton
DUGGAN McHUGH LAW
CORPORATION
641 Fulton Ave., Suite 100
Sacramento, CA 95825
Telephone: 916.550.5309
Fax: 916.404.5900

Attorneys for Defendant
NORTH STATE GROCERY, INC.

Paul C. Meidus
REESE, SMALLEY, WISEMAN &
SCHWEITZER, LLP
1265 Willis St.
Redding, CA 96001
Telephone: 530.241.1611
Fax: 530.364.1645

Attorneys for Defendant
HOLIDAY RANCHES, INC.

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

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

☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

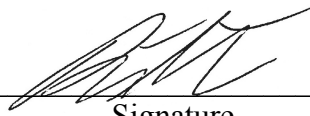
☐ **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **August 23, 2021**, at Los Angeles, California.

Riley McIntire

Type or Print Name



Signature