

MAR 28 2022

BY: ENDORSED-E. FISHER
DEPUTY CLERK

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Attorneys for Plaintiff Natasha Temple

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SISKIYOU

NATASHA TEMPLE, an individual, on her
own behalf and on behalf of the Labor and
Workforce Development Agency;

Plaintiff,

vs.

STEVE DECLERCK ENTERPRISES,
INC., a corporation; and DOES 1-100,
inclusive,

Defendants.

Case No.: CVCV 22-35

COMPLAINT FOR DAMAGES AND CIVIL
PENALTIES

1. FAILURE TO PROVIDE PAID SICK
LEAVE
2. FAILURE TO PROVIDE MEAL PERIODS
OR PAY PREMIUMS
3. FAILURE TO PROVIDE REST PERIODS
OR PAY PREMIUMS
4. FAILURE TO FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS
5. FAILURE TO PAY ALL WAGES DUE AT
END OF EMPLOYMENT
6. PRIVATE ATTORNEYS GENERAL ACT

JURY TRIAL DEMANDED

Plaintiff Natasha Temple brings this action against Steve DeClerck Enterprises, Inc., a
corporation; and Does 1 through 100, for violations of the Labor Code.

PARTIES

1. Plaintiff Natasha Temple ("Temple" or "Plaintiff") is and at all times relevant herein
was employed in Siskiyou County, California, and was an "employee" as defined by the Labor Code
and applicable California Industrial Wage Commission ("IWC") Wage Order(s).

2. Defendant Steve DeClerck Enterprises, Inc. (“SDEI” or “Defendant”) is a California corporation, formed under the laws of Oregon, and at all times relevant was an “employer” as defined by the Labor Code and applicable IWC Wage Order(s).

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

4. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

5. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

VENUE AND JURY TRIAL DEMAND

6. Venue is proper in this court because the unlawful acts alleged herein took place in Siskiyou County, California and Plaintiff's place of employment with Defendants was within Siskiyou County. With respect to the First through Fifth Causes of Action, Plaintiff demands a jury trial.

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GENERAL ALLEGATIONS

7. Temple was hired by SDEI on or around October 16, 2021 as a shift manager at SDEI's KFC restaurant in Yreka, California. At all times during said employment, Temple was an hourly employee, eligible for rest and meal periods as well as overtime under California law.

8. Temple's employment with SDEI ended on January 11, 2022.

9. Temple is informed and believes that SDEI operates at least two other franchisee restaurants in California.

10. SDEI routinely failed to relieve Temple of all duty and authorize and permit her to take an uninterrupted, thirty-minute meal period for every workshift of more than five hours. Due to the demands of the job, Temple found herself frequently compelled to work through her meal periods. Similarly, Temple was frequently denied the opportunity to take an uninterrupted, ten-minute rest period for every work period of four hours or more.

11. When Temple complained to SDEI about the lack of breaks, she was informed by her General Manager, Felicia Wiles ("Wiles"), that there was not time for the shift manager (e.g., Temple) to take a meal period. Wiles also told Temple that nobody was allowed to take any breaks from 11:00 a.m. to 1:30 p.m.; this effectively meant, since Temple started work at 9:00 a.m., that she was forbidden from taking rest periods in the middle of every work period of four hours.

12. Furthermore, SDEI falsified Temple's time records so that they falsely reflected that Temple was receiving her meal periods; accordingly, Temple was not paid an hour pay at her regular rate of compensation for each meal period that was not provided to her. Temple was also not paid premium pay for denied rest periods. Accordingly, SDEI violated Labor Code sections 226.7 and 512.

13. Because Temple was not provided with rest and meal periods and not paid all premium pay owed, *supra*, and because her time records were altered so as to falsely suggest that she received all meal periods, the itemized wage statements furnished to her did not accurately show gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in

1 violation of Labor Code section 226, subdivisions (a)(1), (2), (5), and (9), respectively. The wage
2 statements furnished to Temple also failed to accurately show the name of the employee (instead,
3 showing only the last name and first initial), in violation of Labor Code section 226, subdivision
4 (a)(7).

5 14. Additionally, the wage statements issued to Temple did not accurately show the
6 “name and address of the legal entity that is the employer”, in violation of Labor Code section 226,
7 subdivision (a)(8), as the wage statements (1) inaccurately showed the name of the employer as
8 “DECLERCK ENTERPRISES, INC.” and (2) did not show the employer address. **(Exhibit 1.)**
9 Last, the wage statements failed to show “the inclusive dates of the period for which the employee
10 is paid”. (*Id.*)

11 15. SDEI also failed to provide its employees with paid sick leave. As shown by
12 Temple’s wage statements (an example of which is attached hereto as Exhibit 1), those documents
13 did not show the balance of any accrued paid sick leave or paid time off provided in lieu of sick
14 leave. Temple never received any separate written notice that showed the amount of paid sick leave
15 available. Temple is informed and believes, and thereon alleges, that she in fact never accrued any
16 paid sick leave, pursuant to a uniform policy or practice. By failing to provide paid sick leave and
17 written notice of the same, SDEI violated Labor Code section 246.

18 16. As mentioned above, Temple’s employment with SDEI ended on January 11, 2022.
19 However, at no point has SDEI paid Temple the full balance of rest and meal break premiums,
20 *supra*. Accordingly, SDEI violated Labor Code sections 201 and 202.

21 17. The foregoing violations, and each of them, were committed as against other
22 employees of SDEI in California, and within the last year.

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

24 19. On January 17, 2022, Temple provided written notice to the Labor and Workforce
25 Development Agency (“LWDA”) and SDEI regarding the specific provisions of the Labor Code
26 alleged to have been violated, including the facts and theories to support those alleged violations.
27 **(Exhibit 2.)**

1 20. As of the filing of this Complaint, more than 65 calendar days after Temple's initial
2 written notice, the LWDA has not provided written notice that it intends to investigate any of
3 Temple's allegations as set forth above. Accordingly, Temple has satisfied the administrative
4 prerequisites under Labor Code section 2699.3 to bring a civil action to recover civil penalties
5 against Defendants, in addition to other remedies, for violations of the California Labor Code.

6 **FIRST CAUSE OF ACTION**
7 **FAILURE TO PAY SICK LEAVE**
8 **(Lab. Code, §§ 218, 233, 246 *et seq.*)**
 Against Defendants

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

12 22. Labor Code section 246(l) requires that employers pay sick time pay to non-exempt
13 employees at that employee's "regular rate of pay."

14 23. According to the California Supreme Court, sick pay is a form of wages. (*Murphy v.*
15 *Kenneth Cole Productions* (2007) 40 Cal.4th 1094, 1103.)

16 24. Labor Code section 233 provides that "any employer who provides sick leave for
17 employees shall permit an employee to use in any calendar year the employee's accrued and
18 available sick leave entitlement, in an amount not less than the sick leave that would be accrued
19 during six months at the employee's then current rate of entitlement, for the reasons specified in
20 subdivision (a) of Section 246.5."

21 25. During the relevant time period, Defendants intentionally and willfully failed to
22 provide paid sick leave as required by law. Accordingly, Plaintiff did not receive the full amount of
23 paid sick time that she was entitled to receive by law, and was therefore denied the right to use sick
24 leave within the meaning of Labor Code sections 233(a) and (c).

25 26. Any employer who violates Labor Code section 233 is liable to employees for the
26 greater of one days' pay or actual damages, reasonable equitable relief, and reasonable attorneys'
27 fees and costs. (Lab. Code, § 233, subds. (d), (e).)

1 27. Further, Labor Code section 218 authorizes a private right of action to recover unpaid
2 wages.

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

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

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

12 30. Labor Code section 226.7 requires employers to provide employees meal periods as
13 mandated by Order of the Industrial Welfare Commission. It states:

14 a. No employer shall require any employee to work during any meal or rest
15 period mandated by an applicable order of the Industrial Welfare
16 Commission.

17 b. If an employer fails to provide an employee a meal period or rest period in
18 accordance with an applicable order of the Industrial Welfare Commission,
19 the employer shall pay the employee one additional hour of pay at the
20 employee's regular rate of compensation for each work day that the meal or
21 rest period is not provided.

22 31. Labor Code section 512(a) and the applicable wage order provide that an employer
23 may not employ a person for a work period of more than five hours per day without providing that
24 employee a meal period of not less than thirty minutes, except that if the total work period per day
25 is no more than six hours, the meal period may be waived by mutual consent of both the employer
26 and employee. An employer may not employ a person for a work period of more than ten hours
27 per day without providing an employee with a second meal period of not less than thirty minutes,
28 except that if the total work period per day of the employee is no more than twelve hours, the meal

1 period may be waived by mutual consent of both the employer and the employee, and if the first
2 meal period was not waived.

3 32. During the relevant time period, Plaintiff was not provided with meal breaks as
4 required by law and did not receive an additional hour of premium pay for each missed meal
5 period.

6 33. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

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

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

14 35. Labor Code section 226.7 requires employers to provide employees rest periods as
15 mandated by Order of the Industrial Welfare Commission. It states:

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

24 36. Section 11 of the applicable IWC Wage Order provides:

25 “(A) Every employer shall authorize and permit all employees to take rest periods,
26 which insofar as practicable shall be in the middle of each work period. Nothing in
27 this provision shall prevent an employer from staggering rest periods to avoid
28 interruption in the flow of work and to maintain continuous operations, or from
scheduling rest periods to coincide with breaks in the flow of work that occur in the
course of the workday. The authorized rest period time shall be based on the total
hours worked daily at the rate of ten (10) minutes net rest time for every four (4)

1 hours worked, or major fraction thereof. Rest periods shall take place at employer
2 designated areas, which may include or be limited to the employees' immediate work
3 area.

4 (B) Rest periods need not be authorized in limited circumstances when the disruption
5 of continuous operations would jeopardize the product or process of the work.
6 However, the employer shall make up the missed rest period within the same workday
7 or compensate the employee for the missed ten (10) minutes of rest time at his/her
8 regular rate of pay within the same pay period.

9 (C) A rest period need not be authorized for employees whose total daily work time
10 is less than three and one-half (3 ½) hours. Authorized rest period time shall be
11 counted as hours worked for which there shall be no deduction from wages.

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

16 37. During the relevant time period, Plaintiff was not provided with rest breaks as
17 required by law and did not receive an additional hour of premium pay for each missed rest break.

18 38. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

19 **FOURTH CAUSE OF ACTION**
20 **FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS**
21 **(Lab. Code, § 226(a))**
22 **Against Defendants**

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

26 40. Pursuant to Labor Code section 226(a) "every employer shall, semimonthly or at the
27 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
28 check, draft, or voucher paying the employee's wages, or separately when the wages are paid by
personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable
piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the

1 last four digits of his or her social security number or an employee identification number, (8) the name
2 and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during
3 the pay period and corresponding number of hours worked at each hourly rate by the employee and, if
4 the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each
5 temporary services assignment.”

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

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

23 43. As set forth above, Defendants intentionally and willfully failed to furnish accurate
24 itemized wage statements which complied with Labor Code section 226.

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

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1 **FIFTH CAUSE OF ACTION**
2 **FAILURE TO PAY ALL WAGES DUE AT END OF EMPLOYMENT**
3 **(Lab. Code, § 201, *et seq.*)**
4 **Against Defendants**

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

8 46. Labor Code section 201 provides that if an employer discharges an employee, the wages
9 earned and unpaid at the time of discharge are due and payable immediately.

10 47. Labor Code section 202 requires an employer to pay an employee all earned wages
11 within 72 hours of the employee quitting his or her employment, or immediately at the time of quitting
12 if the employee has given 72 hours previous notice of his or her intention to quit.

13 48. As set forth above, Plaintiff was not timely paid all earned but unpaid wages when her
14 employment with Defendants ended.

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

17 **SEVENTH CAUSE OF ACTION**
18 **PRIVATE ATTORNEYS GENERAL ACT**
19 **(Lab. Code, § 2698 *et seq.*)**
20 **Against Defendants**

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

24 51. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
25 Code which provides for a civil penalty to be assessed and collected by the LWDA for violations
26 of the Labor Code may, as an alternative, be recovered through a civil action brought by an
27 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
28 to the procedures outlined in Labor Code section 2699.3.

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

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

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

55. Pursuant to the PAGA, Temple seeks to recover civil penalties against Defendants for violations of the Labor Code.

56. Wherefore, Plaintiff and other employees (current and former) have been aggrieved and Plaintiff, on behalf of the Labor and Workforce Development Agency, requests relief as hereafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

As to the First through Fifth Causes of Action:

1. That this Court award injunctive relief, including that available under Labor Code sections 226(h) and 248.5(e);

2. That this Court award unpaid wages, including meal and rest break premiums;

3. That this Court award statutory penalties including, but not limited to, those available under Labor Code sections 203 and 226;
4. That this Court award statutory attorneys' fees and costs under Labor Code sections 218.5, 226(e)(1) and (h), and 248.5(e), as well as those available under Code of Civil Procedure section 1021.5;
5. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
6. That this Court award such other and further relief as the court deems just and proper.

As to the Sixth Cause of Action:

1. For civil penalties, including but not limited to those available under Labor Code sections 226.3, 558, and 2699(f);
2. For injunctive relief;
3. For statutory attorneys' fees and costs, including but not limited to those available under Labor Code section 2699(g);
4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code sections 3287(a) and 3289(b); and
5. For such other and further relief as the court deems just and proper.

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DATED: March 25, 2022

MAYALL HURLEY P.C.

By _____

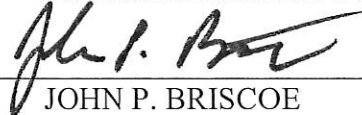

JOHN P. BRISCOE
Attorneys for Plaintiff

EXHIBIT 1

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EXHIBIT 2

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J. ANTHONY ABBOTT

January 17, 2022

SUBMITTED ELECTRONICALLY

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

SENT VIA CERTIFIED MAIL

Steve DeClerck Enterprises, Inc.
303 N. Oregon St.
Yreka, CA 96097

Re: Natasha Temple

To whom it may concern:

This firm represents Natasha Temple ("Temple") in relation to her former employment with Steve DeClerck Enterprises, Inc. ("SDEI"). In accordance with Labor Code section 2699.3, this letter shall serve as Temple's written notice to the Labor and Workforce Development Agency ("LWDA") and SDEI regarding the following violations, and facts and theories supporting those violations, on Temple's behalf and, as a proxy for the LWDA, on behalf of former and other current California employees of SDEI.

Temple was hired by SDEI on or around October 16, 2021 as a shift manager at SDEI's KFC restaurant in Yreka, California. At all times during said employment, Temple was an hourly employee, eligible for rest and meal periods as well as overtime under California law. Temple's employment with SDEI ended on January 11, 2022. Temple is informed and believes that SDEI operates at least two other franchisee restaurants in California.

SDEI routinely failed to relieve Temple of all duty and authorize and permit her to take an uninterrupted, thirty-minute meal period for every workshift of more than five hours. Due to the demands of the job, Temple found herself frequently compelled to work through her meal periods. Similarly, Temple was frequently denied the opportunity to take an uninterrupted, ten-minute rest period for every work period of four hours or more. When Temple complained to SDEI about the lack of breaks, she was informed by her General Manager, Felicia Wiles ("Wiles"), that there was not time for the shift manager (e.g., Temple) to take a meal period.

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Wiles also told Temple that nobody was allowed to take any breaks from 11:00 a.m. to 1:30 p.m.; this effectively meant, since Temple started work at 9:00 a.m., that she was forbidden from taking rest periods in the middle of every work period of four hours. Furthermore, SDEI falsified Temple's time records so that they falsely reflected that Temple was receiving her meal periods; accordingly, Temple was not paid an hour pay at her regular rate of compensation for each meal period that was not provided to her. Temple was also not paid premium pay for denied rest periods. Accordingly, SDEI violated Labor Code sections 226.7 and 512.

Because Temple was not provided with rest and meal periods and not paid all premium pay owed, *supra*, and because her time records were altered so as to falsely suggest that she received all meal periods, the itemized wage statements did not accurately show gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code section 226, subdivisions (a)(1), (2), (5), and (9), respectively. The wage statements furnished to Temple also failed to accurately show the name of the employee (instead, showing only the last name and first initial), in violation of Labor Code section 226, subdivision (a)(7). Additionally, the wage statements issued to Temple did not accurately show the "name and address of the legal entity that is the employer", in violation of Labor Code section 226, subdivision (a)(8), as the wage statements (1) inaccurately showed the name of the employer as "DECLERCK ENTERPRISES, INC." and (2) did not show the employer address. (**Exhibit A.**) Last, the wage statements failed to show "the inclusive dates of the period for which the employee is paid". (*Id.*)

SDEI also failed to provide its employees with paid sick leave. As shown by Temple's wage statements (an example of which is attached hereto as Exhibit A), those documents did not show the balance of any accrued paid sick leave or paid time off provided in lieu of sick leave. Temple never received any separate written notice that showed the amount of paid sick leave available. Temple is informed and believes, and thereon alleges, that she in fact never accrued any paid sick leave, pursuant to a uniform policy or practice. By failing to provide paid sick leave and written notice of the same, SDEI violated Labor Code section 246.

As mentioned above, Temple's employment with SDEI ended on January 11, 2022. However, at no point has SDEI paid Temple the full balance of rest and meal break premiums, *supra*. Accordingly, SDEI violated Labor Code sections 201 and 202.

The foregoing violations, and each of them, were committed as against current and other former employees of SDEI, and within the last year.

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

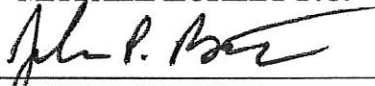
Labor and Workforce Development Agency
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If the LWDA does not intend to investigate these violations, Temple intends to file a civil complaint against SDEI pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*),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

Sincerely,

MAYALL HURLEY P.C.

By



JOHN P. BRISCOE

Exhibit A

RECLIPACK ENTERPRISES, INC. A Franchise of Face Hall and KFC

21542

02-0000000/TEMPLE N

15.53 HB

11/18/2021

021542

Regular

26.58

411.99

411.99

Social Security Tax
Medicare Tax
CA Disability Tax

25.54

5.97

4.94

25.54

5.97

4.94

411.99

411.99

36.45

36.45

375.54

py:

706