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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

12 JUANITA JUAREZ, individually, and on
13 behalf of other members of the general
14 public similarly situated, and as an
15 aggrieved employee pursuant to the Private
16 Attorneys General Act ("PAGA"),

17 Plaintiff,

18 vs.

19 TWM/FRESNO, LLC, a California limited
20 liability company; T W M
21 MANAGEMENT, INC., a California
22 corporation; THE CHOWCHILLA
23 CONNECTION, LLC, a California limited
24 liability company; VALLEY
25 CONNECTION, LLC, a California limited
26 liability company; MANTECA STAR,
27 LLC, a California limited liability
28 company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.:

STK-CV-081-2022-2562

**CLASS ACTION COMPLAINT &
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEY 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 § 2802 (Unreimbursed Business Expenses);

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

Jury Trial Demanded

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

4 JURISDICTION AND VENUE

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

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

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

4 3. Venue is proper in this Court, because Defendants employ persons within the
5 County of San Joaquin, and have violated the requirements of the California Labor Code and
6 applicable Wage Order in this county which give rise to the penalties sought in this action. Cal.
7 Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California
8 Labor Code and applicable Wage Order in at least four restaurant locations within the County
9 of San Joaquin, including Defendants' restaurants located in Manteca (1465 W. Yosemite
10 Avenue, Manteca, California 95337; 1489 Hulsey Way, Manteca, California 95336; and 990 N.
11 Main Street, Manteca, California 95336) and Ripon (1410 Colony Road, Ripon, California
12 95366). Pursuant to California Civil Code of Procedure section 393, venue is proper for the
13 recovery of a penalty or forfeiture imposed by statute in the county in which the cause, or some
14 part of the cause, arose. Because Defendants have employees in San Joaquin County and
15 Plaintiff could bring this action to recover penalties in San Joaquin County, venue is proper.

16 **THE PARTIES**

17 4. Plaintiff Juanita Juarez is a resident of Fresno, in Fresno County, California.
18 Defendants employed Plaintiff as an hourly paid, non-exempt Shift Leader from approximately
19 August 30, 2019, to March 2021. Plaintiff worked for Defendants at their Carl's Jr. restaurant
20 location at 2590 South East Avenue in Fresno, California. During her employment, Plaintiff
21 typically worked eight (8) or more hours per day, and five (5) days per week. Plaintiff's primary
22 job duties included, without limitation, counting money, cashiering and operating the drive-thru
23 window, creating reports, cooking, cleaning, and maintaining the premises.

24 5. TWM/FRESNO, LLC was and is, upon information and belief, a California
25 limited liability company, and at all times hereinafter mentioned, an employer whose employees
26 are engaged throughout this county, the State of California, or the various states of the United
27 States of America.

28 6. T W M MANAGEMENT, INC. was and is, upon information and belief, a

1 California corporation, and at all times hereinafter mentioned, an employer whose employees
2 are engaged throughout this county, the State of California, or the various states of the United
3 States of America.

4 7. THE CHOWCHILLA CONNECTION, LLC was and is, upon information and
5 belief, a California limited liability company, and at all times hereinafter mentioned, an
6 employer whose employees are engaged throughout this county, the State of California, or the
7 various states of the United States of America.

8 8. VALLEY CONNECTION, LLC was and is, upon information and belief, a
9 California limited liability company, and at all times hereinafter mentioned, an employer whose
10 employees are engaged throughout this county, the State of California, or the various states of
11 the United States of America.

12 9. MANTECA STAR, LLC was and is, upon information and belief, a California
13 limited liability company, and at all times hereinafter mentioned, an employer whose employees
14 are engaged throughout this county, the State of California, or the various states of the United
15 States of America.

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

20 11. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
21 were the partners, agents, owners, or managers of TWM/FRESNO, LLC; T W M
22 MANAGEMENT, INC.; THE CHOWCHILLA CONNECTION, LLC; VALLEY
23 CONNECTION, LLC; and MANTECA STAR, LLC, at all relevant times.

24 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the
25 acts and omissions alleged herein was performed by, or is attributable to, TWM/FRESNO, LLC;
26 T W M MANAGEMENT, INC.; THE CHOWCHILLA CONNECTION, LLC; VALLEY
27 CONNECTION, LLC; MANTECA STAR, LLC; and/or DOES 1 through 10 (collectively,
28 “Defendants” or “TWM”), each acting as the agent, employee, alter ego, and/or joint venturer

1 of, or working in concert with, each of the other co-Defendants and was acting within the course
2 and scope of such agency, employment, joint venture, or concerted activity with legal authority
3 to act on the others' behalf. The acts of any and all Defendants were in accordance with, and
4 represent, the official policy of Defendants.

5 13. At all relevant times, Defendants, and each of them, ratified each and every act
6 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
7 and abetted the acts and omissions of each and all the other Defendants in proximately causing
8 the damages herein alleged.

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

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

22 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
23 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
24 members because Defendants have:

- 25 (a) jointly exercised meaningful control over the work performed by Plaintiff
26 and class members;
- 27 (b) jointly exercised meaningful control over Plaintiff's and class members'
28 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.

17. 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.

18. TWM/FRESNO, LLC; T W M MANAGEMENT, INC.; THE CHOWCHILLA CONNECTION, LLC; VALLEY CONNECTION, LLC; MANTECA STAR, LLC; and/or DOES 1 through 10 are therefore alter egos of each other.

19. 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 the name TWM.

20. Plaintiff further alleges, upon information and belief, that Defendants TWM/FRESNO, LLC; T W M MANAGEMENT, INC.; THE CHOWCHILLA CONNECTION, LLC; VALLEY CONNECTION, LLC; and MANTECA STAR, LLC; are alter egos of each other for the following reasons:

(a) On the California Secretary of State's website (<https://businesssearch.sos.ca.gov/>), TWM/FRESNO, LLC; T W M MANAGEMENT, INC.; THE CHOWCHILLA CONNECTION, LLC; VALLEY CONNECTION, LLC; and MANTECA STAR, LLC share the

1 same entity and/or mailing address of “899 CHERRY AVE SAN
2 BRUNO CA 94066”;

3 (b) According to their most recent “Statement of Information” forms filed
4 with the California Secretary of State, TWM/FRESNO, LLC and THE
5 CHOWCHILLA CONNECTION, LLC share the same Agent for Service
6 of Process, Jeff Casaretto;

7 (c) Based on the Statement of Information forms filed with the California
8 Secretary of State, TWM/FRESNO, LLC; THE CHOWCHILLA
9 CONNECTION, LLC; VALLEY CONNECTION, LLC; MANTECA
10 STAR, LLC share the same officers and/or directors, including, but not
11 limited to, Jeff Casaretto, who serves as Manager and Owner/Partner of
12 TWM/FRESNO, LLC and THE CHOWCHILLA CONNECTION, LLC;
13 as Manager of VALLEY CONNECTION, LLC; and as VP Operations of
14 MANTECA STAR, LLC; and

15 (d) On information and belief, TWM/FRESNO, LLC; T W M
16 MANAGEMENT, INC.; THE CHOWCHILLA CONNECTION, LLC;
17 VALLEY CONNECTION, LLC; and MANTECA STAR, LLC utilize the
18 same standardized employment forms and issue the same employment
19 policies.

20 **GENERAL ALLEGATIONS**

21 21. Defendants operate approximately 35 Carl’s Jr. restaurant franchise locations
22 throughout California. Upon information and belief, Defendants maintain a single, centralized
23 Human Resources (“HR”) department at their corporate headquarters in San Bruno, California,
24 which is responsible for the recruiting and hiring of new employees, and communicating and
25 implementing Defendants’ company-wide policies, including timekeeping policies and meal
26 and rest period policies, to employees throughout California.

27 22. In particular, Plaintiff and class members, on information and belief, received
28 the same standardized documents and/or written policies. Upon information and belief, the

usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions.

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

24. Defendants continue to employ non-exempt or hourly paid employees in California.

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

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

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

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

1 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to meal periods in accordance
3 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
4 additional hour of pay at their regular rates of pay when they were not provided with timely,
5 uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not
6 provided with all meal periods or payment of one (1) additional hour of pay at their regular rates
7 of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

8 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to rest periods in accordance
10 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
11 additional hour of pay at their regular rates of pay when they were not authorized and permitted
12 to take a compliant rest period. In violation of the California Labor Code, Plaintiff and class
13 members were not authorized and permitted to take compliant rest periods, nor did Defendants
14 provide Plaintiff and class members with payment of one (1) additional hour of pay at their
15 regular rates of pay when they were not authorized and permitted to take a compliant rest period.

16 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to receive complete and
18 accurate wage statements in accordance with California law. In violation of the California
19 Labor Code, Plaintiff and class members were not provided complete and accurate wage
20 statements.

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

25 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to timely payment of all
27 wages earned upon termination of employment. In violation of the California Labor Code,
28 Plaintiff and class members did not receive payment of all wages due, including, but not limited

1 to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay,
2 within permissible time periods.

3 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to timely payment of wages
5 during their employment. In violation of the California Labor Code, Plaintiff and class members
6 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
7 wages, meal and rest period premiums, and/or reporting time pay, within permissible time
8 periods.

9 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and/or class members were entitled to receive all reporting
11 time pay when Defendants required Plaintiff and/or class members to report to work but put
12 them to work for less than half of their usual or scheduled shift. In violation of the California
13 Labor Code and applicable IWC Wage Order, Plaintiff and/or class members were not paid all
14 reporting time pay.

15 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to suitable resting facilities
17 to cease work and recover during meal or rest periods. In violation of the California Labor Code
18 applicable IWC Wage Order, Defendants failed to provide Plaintiff and class members with
19 suitable resting facilities.

20 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and class members were entitled to receive full reimbursement
22 for all business-related expenses and costs they incurred during the course and scope of their
23 employment and that they did not receive full reimbursement of applicable business-related
24 expenses and costs incurred.

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

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

7 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

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

23 (a) The aggrieved employee or representative shall give written notice by
24 online filing with the LWDA and by certified mail to the employer of the
25 specific provisions of the California Labor Code alleged to have been
26 violated, including the facts and theories to support the alleged violation.

27 (b) An aggrieved employee's notice filed with the LWDA pursuant to
28 2699.3(a) and any employer response to that notice shall be accompanied

1 by a filing fee of seventy-five dollars (\$75).

- 2 (c) The LWDA shall notify the employer and the aggrieved employee or
3 representative by certified mail that it does not intend to investigate the
4 alleged violation (“LWDA’s Notice”) within sixty (60) calendar days of
5 the postmark date of the aggrieved employee’s notice. Upon receipt of
6 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
7 (65) calendar days of the postmark date of the aggrieved employee’s
8 notice, the aggrieved employee may commence a civil action pursuant to
9 California Labor Code section 2699 to recover civil penalties.

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

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

1 a civil action pursuant to Section 2699.

2 45. On February 1, 2022, Plaintiff provided written notice by online filing to the
3 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
4 Code alleged to have been violated, including facts and theories to support the alleged
5 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
6 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
7 PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff
8 PAGA Case Number LWDA-CM-865965-22. A true and correct copy of Plaintiff's written
9 notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

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

13 47. Thus, Plaintiff has satisfied the administrative prerequisites under California
14 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
15 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
16 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

1 50. As set forth below, Defendants have violated numerous provisions of both the
2 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
3 Order.

4 51. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
5 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
6 private attorney general, seeks assessment and collection of civil penalties for herself, all other
7 aggrieved employees, and the State of California against Defendants for violations of California
8 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
9 1197, 1197.1, 1198, 2802, and 2810.5.

10 **CLASS ACTION ALLEGATIONS**

11 52. Plaintiff brings this action on her own behalf, as well as on behalf of each and all
12 other persons similarly situated, and thus seeks class certification under California Code of Civil
13 Procedure section 382.

14 53. All claims alleged herein arise under California law for which Plaintiff seeks
15 relief authorized by California law.

16 54. Plaintiff's proposed class consists of and is defined as follows:

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

19 55. Plaintiff's proposed subclass consists of and is defined as follows:

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

23 56. Members of the Class and Subclass are referred to herein as "class members."

24 57. Plaintiff reserves the right to redefine the Class and Subclass and to add
25 additional subclasses as appropriate based on further investigation, discovery, and specific
26 theories of liability.

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

- (a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;
- (b) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;
- (c) Whether Defendants failed to provide Plaintiff and class members meal periods;
- (d) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (g) Whether Defendants failed to pay earned overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay due to Plaintiff and class members upon their discharge;
- (h) Whether Defendants failed to timely pay overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay due to Plaintiff and class members during their employment;
- (i) Whether Defendants required Plaintiff and/or class members to report to work, but failed to provide them with work or provided them with less than half their scheduled day's work, without properly compensating them as required by California Code of Regulations, Title 8, section 11050, subsection 5;
- (j) Whether Defendants failed to provide Plaintiff and class members suitable resting facilities;

- (k) 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;
- (l) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (m) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (n) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

59. 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 class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules

governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

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

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

FIRST CAUSE OF ACTION

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

(Against all Defendants)

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

61. 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

1 be the . . . standard conditions of labor for employees. The employment of any employee . . .
2 under conditions of labor prohibited by the order is unlawful.”

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

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

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

16 65. California Labor Code section 510 codifies the right to overtime compensation
17 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
18 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
19 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
20 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
21 the seventh (7th) day of work.

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

27 67. First, during the relevant period, Defendants had, and continue to have, a
28 company-wide policy of discouraging and impeding Plaintiff and class members from recording

1 hours worked that were outside of their scheduled shifts in order to limit the amount of overtime
2 employees could accrue. This policy of limiting overtime, coupled with Defendants' use of
3 labor budgets and assignment of heavy workloads (*see infra*), led Plaintiff and class members
4 to work off-the-clock before and after their scheduled shift times. For example, approximately
5 four (4) times a month, for about 30 minutes each instance, Plaintiff was required to travel to
6 Defendants' other restaurant locations to pick up supplies and ingredients, such as burger
7 patties, lids, and cups, on her way to work and prior to clocking in for her shift. In addition,
8 Plaintiff was required to clock out at the end of her scheduled shifts and continue working,
9 resolving issues for other employees, completing her assigned duties, and waiting for the
10 following Shift Leader to arrive. Thus, Defendants failed to track all of the time that employees
11 spent performing work-related tasks before and after scheduled shifts, and Plaintiff and class
12 members received no compensation for this time.

13 68. Moreover, Defendants had, and continue to have, a company-wide policy of
14 circumventing the payment of overtime wages to minimize labor costs. Specifically,
15 Defendants implemented a timekeeping policy that resets the work day approximately around
16 3:00 a.m. and therefore treats shifts extending into the following "day" as two separate shifts.
17 This policy has the effect of reducing the amount of overtime that would need to be paid to
18 Plaintiff and class members when they worked overtime that would need to be paid to Plaintiff
19 and class members when they worked overnight shifts. For example, when Plaintiff and class
20 members worked shifts longer than eight (8) hours that extended past 3:00 a.m., they were not
21 paid overtime or double-time premiums for all of the hours they worked in excess of eight (8)
22 hours in a day and/or in excess of twelve (12) hours in a day.

23 69. Further, as part of this practice of circumventing payment of overtime wages,
24 Defendants utilized a uniform timekeeping system that automatically clocked-out and locked
25 out employees during this "reset" at 3:00 a.m. Indeed, when resetting, Defendants' timekeeping
26 system locked the point-of-sale ("POS") machines that Plaintiff and class members used to
27 clock in and clock out, so that they were forced to clock out and continue working while off-
28 the-clock before being able to log back into the POS system to clock in once the reset had been

1 completed. For example, when Plaintiff was scheduled to work the overnight shift from 9:30
2 p.m. to 5:30 a.m., she was automatically clocked out at 3:00 a.m. for a period of at least 30
3 minutes and was forced to continue working before being able to log back into the POS system
4 to clock in, after the reset had been completed, time for which she was not paid.

5 70. Second, as stated, Defendants had, and continue to have, a company-wide policy
6 of strictly staffing their restaurant locations based on the labor hours allocated by each location's
7 labor or payroll budget set by corporate. Specifically, Defendants' management informed
8 Plaintiff that the labor budget was to be 21.27% of the location's total sales forecast and
9 emphasized compliance with these budget limitations. This practice of labor budgeting and/or
10 limited payroll allocation, combined with the assignment of heavy workloads, has resulted in
11 chronic understaffing and a lack of adequate meal period coverage, because there were too few
12 employees on duty to handle the workload. Moreover, Defendants have a practice of failing to
13 schedule meal periods, which further caused Plaintiff and class members to not be relieved of
14 their duties for compliant meal periods. As a result of this inadequate meal period coverage,
15 Plaintiff and class members were not always afforded uninterrupted 30-minute meal periods
16 during shifts when they were entitled to receive a meal period. For example, approximately
17 four (4) times per week, Plaintiff missed her meal periods entirely because she was pressured
18 to continue working and overseeing the restaurant operations. Consequently, Plaintiff and class
19 members performed work during meal periods for which they were not paid.

20 71. Third, in conjunction with understaffing their restaurants, Defendants had a
21 requirement that a managerial employee be present on the floor at all times and prohibited
22 managers from leaving the premises unless another manager was also on duty, resulting in a
23 lack of meal period coverage for managerial employees. At the same time, the labor budgets
24 Defendants implemented did not always allow for more than one manager to be on the schedule
25 at all times. As a result, Plaintiff and class members were sometimes the only managers on
26 duty, and were expected to supervise the restaurant and respond to customer complaints at all
27 times. Because managerial employees were effectively prohibited from leaving Defendants'
28 premises for meal periods without coverage, and because there were too few employees and

1 other managers on duty to handle the workload and attend to customers, Plaintiff and class
2 members were denied uninterrupted 30-minute meal periods, and were required to work through
3 and/or to return early from meal periods. For example, Plaintiff's meal periods were interrupted
4 twice per week to resolve issues for employees, such as processing refunds for customers or
5 completing cash drops. Moreover, because Plaintiff and/or class members were restricted from
6 leaving the premises during meal periods, Plaintiff and/or class members were denied the ability
7 to use meal periods freely for their own purposes, such as running personal errands. Thus,
8 Defendants effectively maintained control over Plaintiff and/or class members during unpaid
9 meal periods.

10 72. Fourth, Defendants had, and continue to have, a policy and/or practice of
11 requiring that Plaintiff and class members carry and wear a company-issued radio/headset at all
12 times to respond to requests from management and other employees. As a result, Defendants'
13 management and other employees contacted Plaintiff and class members on their company-
14 issued headsets during unpaid meal periods and/or on their personal mobile phones outside of
15 their scheduled shifts to instruct them to complete work-related tasks and assist other
16 employees. For example, Plaintiff received requests from supervisors or coworkers on her
17 company-issued headset during her meal periods and would cut her meal periods short, or would
18 work off-the-clock to comply with phone requests for picking up restaurant supplies and
19 ingredients. Defendants knew or should have known that Plaintiff and class members were
20 being made to respond to radio/headsets and phone calls, and complete tasks while off-the-clock
21 in order to meet Defendants' expectations, but failed to compensate them for this off-the-clock-
22 work.

23 73. Further, on information and belief, because Defendants frowned upon employees
24 accruing meal period penalties, Defendants adjusted employee time records to reflect compliant
25 meal periods, even when meal periods were missed, short, and/or interrupted. For example,
26 Defendants would adjust Plaintiff's and class members' time records to reflect a compliant meal
27 period even when they had worked through their meal period. Thus, Defendants did not record
28 all hours worked during meal periods, and Plaintiff and class members performed work during

1 meal periods for which they were not paid.

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

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

14 **SECOND CAUSE OF ACTION**

15 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 16 **Minimum Wages** 17 **(Against all Defendants)**

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

20 77. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
21 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
22 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
23 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the
24 time during which an employee is subject to the control of an employer, and includes all the
25 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
26 Code. Regs. Tit. 8, § 11050(2)(K) (defining "Hours Worked").

27 78. During the relevant time period, as a result of Defendants' policy of limiting the
28 amount of overtime employees could accrue, Defendants required Plaintiff and class members

1 to perform work off-the-clock before and after their scheduled shift start and end times to
2 complete their tasks, such as traveling to Defendants' other restaurant locations to pick up
3 supplies and resolving other issues. Moreover, as set forth above, Defendants utilized a
4 timekeeping system that automatically clocked-out and locked out employees during overnight
5 shifts, causing Plaintiff and class members to work-off-the-clock before they were able to log
6 back into the system to clock in, once the reset had been completed. Defendants failed to track
7 this time that Plaintiff and class members spent working off-the-clock, and thus, Plaintiff and
8 class members received no compensation for this time.

9 79. Also, as set forth above, due to Defendants' company-wide policies and/or
10 practices of utilizing labor budgets, understaffing, assignment of heavy workloads, failing to
11 schedule meal periods, subsequent lack of meal period coverage, requiring managerial
12 employees to stay on or near the restaurant premises during meal periods, and requiring
13 employees to respond to company-issued headsets and/or personal mobile phones, Plaintiff and
14 class members were impeded from taking all uninterrupted meal periods to which they were
15 entitled and/or were required to work off-the-clock. Further, to limit the meal penalties that
16 Defendants would otherwise owe, Defendants adjusted employee time records to reflect
17 compliant meal periods, but required them to continue working, time for which they were not
18 paid.

19 80. 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 off-
22 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

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

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THIRD CAUSE OF ACTION
Violations of California Labor Code, §§ 226.7, 512(a), 516, and 1198—Meal Period
Violations
(Against all Defendants)

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

83. At all relevant times herein set forth, California Labor Code section 512(a) provides that 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 a 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).

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

85. At all relevant times herein set forth, 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.

86. During the relevant time period, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads, and failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Plaintiff and class members from taking all timely, uninterrupted meal periods to which they were entitled. In conjunction with understaffing their restaurants, as stated, Defendants had a

1 requirement that a managerial employee be present on the restaurant floor at all times, but
2 Defendants' labor budgets did not always allow for more than one manager to be on the schedule
3 at all times. As a result, Plaintiff and class members were sometimes the only managers on
4 duty, and would have their meal periods interrupted or would work through them in order to
5 assist their coworkers and customers. Moreover, because Plaintiff and/or other managerial
6 employees were restricted from leaving the premises during meal periods, Plaintiff and/or class
7 members were denied the ability to use meal periods freely for their own purposes, such as
8 running personal errands. Additionally, as stated, Defendants had a policy and/or practice of
9 requiring that Plaintiff and class members carry a company-issued headset and/or personal
10 mobile phone to respond to requests from management or co-workers at all times, including
11 during meal periods.

12 87. As a result, Plaintiff and class members had to work through all or part of their meal
13 periods, had their meal periods interrupted, and/or had to wait extended periods of time before
14 taking meal periods. For example, as stated, Plaintiff often missed her meal periods entirely
15 because she was pressured to continue working and oversee the restaurant operations. Plaintiff
16 was also frequently required to take her meal periods late after having worked in excess of five
17 (5) hours or more into her shift in order to meet the restaurant's customer demand. Moreover,
18 Plaintiff's meal periods were interrupted twice per week and cut short for approximately 15
19 minutes, in order to assist her coworkers or customers. Further, because Defendants frowned
20 upon employees accruing meal period penalties, Defendants' management would adjust
21 employee time records to reflect compliant meal periods, regardless of whether they had
22 received a compliant meal period or not, in order to strictly limit meal penalties that would need
23 to be paid by Defendants.

24 88. Moreover, Defendants did not provide Plaintiff and class members with second
25 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example,
26 during the relevant time period, Plaintiff worked shifts in excess of 10 hours in one day at least
27 three (3) days per week and was not provided a second meal period approximately once per
28 week. Plaintiff and class members did not sign valid meal period waivers on days that they

1 were entitled to meal periods and were not relieved of all duties.

2 89. At all times herein mentioned, Defendants knew or should have known that, as a
3 result of these policies, Plaintiff and class members were prevented from being relieved of all
4 duties and required to perform some of their assigned duties during meal periods. Defendants
5 further knew or should have known that Defendants did not pay Plaintiff and class members all
6 meal period premiums when meal periods were late, missed, shortened, or interrupted.

7 90. Furthermore, Defendants engaged in a company-wide practice and/or policy of
8 not paying all meal period premiums owed when compliant meal periods were not provided.
9 Because of this practice and/or policy, Plaintiff and class members have not received all
10 premium pay for missed, late, and interrupted meal periods. As a result, Defendants failed to
11 provide Plaintiff and class members compliant meal periods in violation of California Labor
12 Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

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

17 **FOURTH CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 19 **(Against all Defendants)**

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

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

25 94. At all relevant times, the applicable IWC Wage Order provides that "[e]very
26 employer shall authorize and permit all employees to take rest periods, which insofar as
27 practicable shall be in the middle of each work period" and that the "rest period time shall be
28 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)

1 hours or major fraction thereof” unless the total daily work time is less than three and one-half
2 (3 ½) hours.

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

14 96. During the relevant time period, Defendants regularly failed to authorize and
15 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
16 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
17 practices of labor budgeting and/or limited payroll allocation, subsequent understaffing, and
18 assignment of heavy workloads, resulted in a lack of rest period coverage and prevented Plaintiff
19 and class members from being relieved of all duty in order to take compliant rest periods.
20 Defendants also failed to schedule rest periods, which, coupled with Defendants’ failure to
21 provide adequate rest period coverage, further led to Plaintiff and class members not being
22 authorized and permitted to take rest periods. Plaintiff and class members were also required
23 to keep their company-issued headsets on their persons during their rest periods, in order to
24 respond to coworkers’ questions.

25 97. Furthermore, upon information and belief, during the relevant time period,
26 Defendants maintained and implemented a company-wide on-premises rest period policy,
27 which mandated that Plaintiff and/or class members remain on the work premises during their
28 rest periods. Because Plaintiff and/or class members were restricted from leaving the premises

1 during rest periods, they were denied the ability to use their rest periods freely for their own
2 purposes, such as running personal errands. Thus, Defendants effectively maintained control
3 over Plaintiff and/or class members during rest periods.

4 98. As a result of Defendants' practices and policies, Plaintiff and class members
5 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
6 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
7 Plaintiff had to forego her rest periods entirely at least four (4) times per week to meet customer
8 demands due to a lack of rest period coverage. Plaintiff's rest periods were also regularly
9 interrupted for the same reason.

10 99. Defendants have also engaged in a systematic, company-wide practice and/or
11 policy of not paying rest period premiums owed when rest periods are not authorized and
12 permitted. Because of this practice and/or policy, Plaintiff and class members have not received
13 premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and class
14 members rest periods and failed to pay them rest period premiums due, in violation of California
15 Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

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

20 **FIFTH CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**

22 **Statements and Failure to Maintain Accurate Payroll Records**

23 **(Against all Defendants)**

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

26 102. At all relevant times herein set forth, California Labor Code section 226(a)
27 provides that every employer shall furnish each of his or her employees an accurate and
28 complete itemized wage statement in writing, including, but not limited to, the name and address

1 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
2 and all applicable rates of pay.

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

11 104. Because Defendants did not accurately record the time Plaintiff and Subclass
12 members spent working off-the-clock and deducted time from their records for meal periods
13 that were interrupted and/or missed (and therefore time for which they should have been paid),
14 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and
15 Subclass members in compliance with section 226(a)(1) and 226(a)(5). For the same reason,
16 Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass
17 members in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay
18 in effect during the pay period and corresponding accurate number of work hours worked at
19 each hourly rate in violation of section 226(a)(9).

20 105. Additionally, and separate from these violations, Defendants issued uniform
21 wage statements to Plaintiff and Subclass members that failed to correctly list the address of the
22 legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8)
23 is to provide California employees with transparency as to the true identity of their employer,
24 to allow the employee to contact their employer during employment and in the future for various
25 reasons, including filing an administrative claim, judicial claim, or other action to seek relief
26 against their employer, to obtain unemployment benefits, etc. Plaintiff's and Subclass
27 members' wage statements incorrectly list the employer as "TWM-FRESNO LLC," but,
28 according to the California Secretary of State's website, there is no such entity by that name.

1 However, a similarly named entity, “TWM/FRESNO, LLC,” is listed on the California
2 Secretary of State’s website with the same address. Upon information and belief, this is the true
3 name of the employing entity.

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

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

21 108. California Labor Code section 1198 provides that the maximum hours of work
22 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
23 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
24 of any employees for longer hours than those fixed by the order or under conditions of labor
25 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
26 are required to keep accurate time records showing when the employee begins and ends each
27 work period. During the relevant time period, Defendants engaged in company-wide practices
28 and/or policies of failing to record actual hours worked (including falsifying time records by

1 recording that compliant meal periods were taken regardless of if or when meal periods were
2 actually taken), and thereby failed to keep accurate records of work period and meal start and
3 end times for Plaintiff and Subclass members. Furthermore, in light of Defendants' failure to
4 provide Plaintiff and Subclass members with second 30-minute meal periods to which they were
5 entitled, Defendants kept no records of meal start and end times for second meal periods.

6 109. Plaintiff and Subclass members are entitled to recover from Defendants the
7 greater of their actual damages caused by Defendants' failure to comply with California Labor
8 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
9 employee.

10 **SIXTH CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 12 **Termination** 13 **(Against all Defendants)**

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

16 111. This cause of action is dependent upon, and wholly derivative of, the overtime
17 wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were
18 not timely paid to Plaintiff and those class members no longer employed by Defendants upon
19 their termination.

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

27 113. Defendants willfully failed to pay Plaintiff and class members who are no longer
28 employed by Defendants the earned and unpaid wages set forth above, including but not limited

1 to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay
2 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
3 employ.

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

10 **SEVENTH CAUSE OF ACTION**

11 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 12 **Employment** 13 **(Against all Defendants)**

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

16 116. This cause of action is dependent upon, and wholly derivative of, the overtime
17 wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were
18 not timely paid to Plaintiff and those class members by Defendants during their employment.

19 117. At all times relevant herein set forth, Labor Code section 204 provides that all
20 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
21 days, inclusive, of any calendar month, other than those wages due upon termination of an
22 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
23 the month during which the labor was performed. Labor Code section 204 further provides that
24 all wages earned by any person in any employment between the sixteenth (16th) and the last
25 day, inclusive, of any calendar month, other than those wages due upon termination of an
26 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
27 month.

28 118. At all times relevant herein, Labor Code section 204 provides that all wages

1 earned for labor in excess of the normal work period shall be paid no later than the payday for
2 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
3 204 provides that the requirements of this section are deemed satisfied by the payment of wages
4 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
5 calendar days following the close of the payroll period.

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

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

13 **EIGHTH CAUSE OF ACTION**

14 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 15 **(Against all Defendants)**

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

18 122. At all times herein set forth, California Labor Code section 2802 provides that
19 an employer must reimburse employees for all necessary expenditures and losses incurred by
20 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
21 to prevent employers from passing off their cost of doing business and operating expenses on
22 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
23 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools
24 or equipment are required by the employer or are necessary to the performance of a job, such
25 tools and equipment shall be provided and maintained by the employer, except that an employee
26 whose wages are at least two (2) times the minimum wage provided herein may be required to
27 provide and maintain hand tools and equipment customarily required by the trade or craft."

28 123. First, during the relevant time period, Defendants, on a company-wide basis,

1 required that Plaintiff and class members use their own personal mobile devices, including, but
2 not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to
3 reimburse them for the costs of their work-related mobile device expenses. For example,
4 Plaintiff was required to use her personal cellular phone to respond to calls from Defendants'
5 managers instructing her to pick up supplies and ingredients from Defendants' other restaurant
6 locations or from other employees to discuss work-related matters. Plaintiff spent about 80
7 minutes per month using her personal cellular phone in connection with carrying out her duties.
8 Although Defendants required Plaintiff and class members to utilize their personal mobile
9 devices to carry out their work-related responsibilities, Defendants failed to reimburse them for
10 this cost.

11 124. Second, during the relevant time period, Defendants, on a company-wide basis,
12 required that Plaintiff and class members use their own personal vehicles to run company
13 errands. For example, at least four (4) times a month, Plaintiff was required to use her personal
14 vehicle and drive to pick up ingredients and supplies, such as burger patties, cups, and lids, from
15 Defendants' other restaurant locations on her way to work. As a further example, Plaintiff was
16 required to use her personal vehicle and run company errands during her shift, such as dropping
17 off cash deposits at a local bank or pick up restaurant supplies from a local supermarket. On
18 average, Plaintiff estimates driving approximately 16 miles per month to run company errands.
19 Although Defendants required Plaintiff and class members to utilize their personal vehicles to
20 carry out their work-related responsibilities, Defendants failed to reimburse them for their
21 mileage or travel expenses.

22 125. Third, during the relevant time period, Defendants required Plaintiff and class
23 members to wear uniforms bearing the Carl's Jr. company logo, including gray uniform t-shirts
24 and polo shirts. However, Defendants did not provide its employees with sufficient uniforms
25 to wear for their shifts throughout the week. For example, Defendants only provided Plaintiff
26 and class members with one (1) gray t-shirt and one (1) polo shirt at the time of hire. Because
27 Defendants failed to provide Plaintiff and class members with an adequate number of uniform
28 items in relation to their scheduled shifts and for the tasks they were required to perform,

1 Plaintiff and class members had to wash their uniforms more frequently than they otherwise do
2 laundry, and incur expenses in doing so. For example, due to the nature of restaurant work,
3 Plaintiff's uniform items would become stained with grease, sweaty, soiled, and/or acquire an
4 unpleasant odor such that she was unable to mix these clothes in with other laundry. As a result,
5 she had to wash her uniform items separately from her regular clothing, thus incurring additional
6 laundry expenses for the upkeep of her uniforms. Thus, Defendants failed to maintain uniforms
7 they required Plaintiff and class members to wear during their shifts and forced them to incur
8 the cost of maintaining employee uniforms.

9 126. Defendants could have provided Plaintiff and class members with the actual tools
10 for use on the job, such as company mobile devices, company vehicles, as well as an adequate
11 number of uniform items or access to laundering services; or Defendants could have reimbursed
12 employees for the costs of their mobile device usage, mileage, travel expenses, and laundering
13 expenses or provided a uniform maintenance allowance. Instead, Defendants passed these
14 operating costs off onto Plaintiff and class members. At all relevant times, Plaintiff did not earn
15 at least two (2) times the minimum wage.

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

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

23 **NINTH CAUSE OF ACTION**

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

25 **(Against all Defendants)**

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

28 130. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover

1 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
2 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 510, 512(a),
3 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved
4 employees, including Plaintiff, to recover civil penalties for violations of those Labor Code
5 sections not found in section 2699.5, including sections 516, 1182.12, and 2810.5.

6 131. Defendants' conduct, as alleged herein, violates numerous sections of the
7 California Labor Code, including, but not limited to, the following:

- 8 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
9 Wage Order for Defendants' failure to compensate Plaintiff and other
10 aggrieved employees with all required overtime pay, as alleged herein;
- 11 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198,
12 and the applicable IWC Wage Order for Defendants' failure to
13 compensate Plaintiff and other aggrieved employees with at least
14 minimum wages for all hours worked, as alleged herein;
- 15 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
16 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
17 and other aggrieved employees with meal periods, as alleged herein;
- 18 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
19 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
20 and other aggrieved employees to take rest periods, as alleged herein;
- 21 (e) Violation of Labor Code sections 226(a), 1174(d), and 1198, and the
22 applicable IWC Wage Order for failure to provide accurate and complete
23 wage statements to Plaintiff and other aggrieved employees, as alleged
24 herein;
- 25 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
26 IWC Wage Order for failure to maintain payroll records, as alleged
27 herein;
- 28 (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned

wages upon termination, as alleged herein;

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

(i) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failing to pay reporting time pay to other aggrieved employees, as set forth below;

(j) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failure to provide suitable resting facilities, as set forth below;

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

(l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and other aggrieved employees' employment with Defendants, as set forth below.

132. California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further 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.”

133. California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal.

1 App. 4th 556 (2012).

2 134. During the relevant time period, Defendants violated California Labor Code
3 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because
4 Defendants failed to pay other aggrieved employees reporting time pay when they reported to
5 work for their scheduled shifts but were put to work for less than half of the regularly scheduled
6 day's work. For example, on occasions when employees reported to work for their scheduled
7 shifts, Defendants' management sent employees home within the first two hours of clocking in
8 because business was slow. When this would occur, Defendants did not pay other aggrieved
9 employees for at least half of their scheduled day's work or the minimum reporting time pay
10 when they were subject work for less than half of the regular schedule. Although other
11 aggrieved employees reported to work based on the schedule that Defendants provided to them,
12 Defendants would send them home before they had worked at least half of their scheduled shifts
13 without giving them reporting time pay. Accordingly, other aggrieved employees were not
14 properly compensated with reporting time pay in violation of California Labor Code section
15 1198 and California Code of Regulations, Title 8, section 11050(5)(A). Other aggrieved
16 employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
17 2699(a), (f), and (g).

18 135. At all relevant times herein, California Labor Code section 1198 makes it illegal
19 to employ an employee under conditions of labor that are prohibited by the applicable wage
20 order. California Labor Code section 1198 requires that ". . . the standard conditions of labor
21 fixed by the commission shall be the . . . standard conditions of labor for employees. The
22 employment of any employee . . . under conditions of labor prohibited by the order is unlawful."
23 California Code of Regulations, Title 8, section 11050(13)(B) provides that "[s]uitable resting
24 facilities shall be provided in an area separate from the toilet rooms and shall be available to
25 employees during work hours."

26 136. Defendants' California stores are generally similar in their layout and design and
27 there was, and continues to be, space that allows for a resting facility that employees may use
28 to cease work and recover during meal or rest periods. Defendants could have provided Plaintiff

1 and other aggrieved employees with a suitable resting facility within their restaurants, with
2 reasonable or no modification, but instead denied, and continue to deny, employees suitable
3 areas to rest (e.g., a breakroom). As a result, Plaintiff and other aggrieved employees were
4 forced to adjust to areas not conducive to resting, such as areas not designated or reserved for
5 their rest, such as in the restaurant's dining area.

6 137. Defendants did not provide Plaintiff and other aggrieved employees with suitable
7 resting facilities during their work hours, particularly during rest or meal periods. During the
8 times when Plaintiff and other aggrieved employees were legally allowed to forgo assigned
9 tasks, as in during a rest or meal period, Defendant denied them any area within their stores to
10 cease work and recover. Moreover, Defendants did not inform Plaintiff and other aggrieved
11 employees of their rights to suitable resting facilities under California law.

12 138. As a result of Defendants' company-wide failure to provide suitable resting
13 facilities in their restaurants, Plaintiff and other aggrieved employees were forced to adjust to
14 areas not conducive to resting or search for facilities outside their restaurants to cease work and
15 recover. Defendants' failure to provide suitable resting facilities to Plaintiff and other aggrieved
16 employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001,
17 subdivision 13(B). Plaintiff and other aggrieved employees are therefore entitled to recover
18 civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

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

1 § 2810.5(a)(1)(A)-(C).

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

9 **TENTH CAUSE OF ACTION**

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

11 **Unlawful Business Practices**

12 **(Against all Defendants)**

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

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

18 143. 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 practices.
21 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
22 Code of Civil Procedure section 1021.5.

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

26 145. 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, 1197.1,
7 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 8 (c) Failing to provide uninterrupted meal periods to Plaintiff and class
9 members in violation of California Labor Code sections 226.7, 512(a),
10 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- 11 (d) Failing to authorize and permit Plaintiff and class members to take
12 uninterrupted rest periods in violation of California Labor Code sections
13 226.7, 516, and 1198 and the applicable IWC Wage Order, as alleged
14 herein;
- 15 (e) Failing to provide Plaintiff and class members with accurate wage
16 statements and failing to maintain accurate payroll records in violation of
17 California Labor Code sections 226(a), 1174(d), and 1198, and the
18 applicable IWC Wage Order, as alleged herein;
- 19 (f) Failing timely to pay all earned wages to Plaintiff and class members in
20 violation of California Labor Code section 204, as alleged herein;
- 21 (g) Failing to reimburse Plaintiff and class members for all business expenses
22 necessarily incurred in violation of California Labor Code section 2802,
23 as alleged herein; and
- 24 (h) Failing to provide written notice of information material to Plaintiff's and
25 class members' employment with Defendants in violation of California
26 Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

27 146. At all relevant times herein, California's Wage Theft Prevention Act was enacted
28 to ensure that employers provide employees with basic information material to their

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

10 147. At all relevant times, on information and belief, Defendants failed, on a
11 company-wide basis, to provide written notice to Plaintiff and class members that lists the
12 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
13 to provide Plaintiff and class members with written notice of basic information regarding their
14 employment with Defendants is in violation of California Labor Code section 2810.5(a)(1)(A)-
15 (C).

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

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

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28 ///

1 **ELEVENTH CAUSE OF ACTION**

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

3 **Unfair Business Practices**

4 **(Against all Defendants)**

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

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

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

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

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

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

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

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

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

Class Certification

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

As to the First Cause of Action

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

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

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

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

1 California Labor Code section 1194(a); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

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

As to the Sixth Cause of Action

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

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

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

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

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

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

As to the Seventh Cause of Action

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

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

44. For statutory penalties according to proof pursuant to California Labor Code

1 section 210;

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

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

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

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

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

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

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

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

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

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

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

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

statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay); 1198 and the applicable IWC Wage Order (by failing to provide suitable resting facilities); 1198 and the applicable IWC Wage Order (by failing to provide suitable seating); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide notice of material terms of employment);

55. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5;

56. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5;

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

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

As to the Tenth Cause of Action

59. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to reimburse Plaintiff and class members for business-related expenses, and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in

violation of California Business and Professions Code sections 17200, *et seq.*;

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

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

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

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

As to the Eleventh Cause of Action

64. 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.*;

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

66. 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.*;

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

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

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///

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

3
4 Dated: April 8, 2022

Respectfully submitted,

Capstone Law APC

6
7 By: 
8 Bevin Allen Pike
9 Daniel S. Jonathan
Trisha K. Monesi

Attorneys for Plaintiff Juanita Juarez

EXHIBIT “1”



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February 1, 2022

VIA ONLINE SUBMISSION

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

Subject: *Juanita Juarez v. TWM/Fresno, LLC, et al.*

Dear PAGA Administrator:

This office represents Juanita Juarez in connection with her claims under the California Labor Code. Ms. Juarez was an employee of TWM/FRESNO, LLC; T W M MANAGEMENT, INC.; THE CHOWCHILLA CONNECTION, LLC; VALLEY CONNECTION, LLC; MANTECA STAR, LLC; and/or MODESTO RESTAURANT GROUP, LLC. For the purpose of this letter, Ms. Juarez collectively refers to these entities as "TWM."

The employers may be contacted directly at the addresses below:

TWM/FRESNO, LLC
899 CHERRY AVE
SAN BRUNO, CA 94066

T W M MANAGEMENT, INC.
899 CHERRY AVENUE
SAN BRUNO, CA 94066

THE CHOWCHILLA CONNECTION, LLC
899 CHERRY AVE
SAN BRUNO, CA 94066

VALLEY CONNECTION, LLC
899 CHERRY AVENUE
SAN BRUNO, CA 94066

MANTECA STAR, LLC
899 CHERRY AVENUE
SAN BRUNO, CA 94066

MODESTO RESTAURANT GROUP, LLC
899 CHERRY AVE
SAN BRUNO, CA 94066

Ms. Juarez 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. Juarez seeks relief on behalf of herself, the State of California, and other persons who are or were employed by TWM as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

TWM employed Ms. Juarez as an hourly paid, non-exempt employee from approximately August 30, 2019, to March 2021. Ms. Juarez worked for TWM as a Shift Leader at its Carl's Jr. restaurant location at 2590 South East Avenue in Fresno, California. During her employment, Ms. Juarez typically worked eight (8) or more hours per day, five (5) days per week. Ms. Juarez typically worked from 7:00 p.m. to 3:00 a.m. or from 9:30 p.m. to 5:30 a.m. Ms. Juarez was compensated approximately \$14.65 per hour at the time her employment ended with TWM. Her job duties included, without limitation, counting money, cashiering and operating the drive-through window, creating reports, cooking, cleaning, and maintaining the premises.

TWM committed one or more of the following Labor Code violations against Ms. Juarez the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

TWM's Company-Wide and Uniform Payroll and HR Practices

TWM/FRESNO, LLC; THE CHOWCHILLA CONNECTION, LLC; VALLEY CONNECTION, LLC; MANTECA STAR, LLC; and MODESTO RESTAURANT GROUP LLC, are California limited liability companies, while T W M MANAGEMENT, INC. is a California corporation. Together, they operate approximately 35 Carl's Jr. restaurant franchise locations throughout California. Upon information and belief, TWM maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Bruno, California, for all non-exempt, hourly paid employees working for TWM in California, including Ms. Juarez and other aggrieved employees. At all relevant times, TWM issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Juarez and other aggrieved employees, regardless of its location or position.

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

¹ These facts, theories, and claims are based on Ms. Juarez's experience and counsel's review of those records currently available relating to Ms. Juarez'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. Juarez 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.

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.

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

First, during the relevant period, TWM had, and continues to have, a company-wide policy of discouraging and impeding Ms. Juarez and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled with TWM's use of labor budgets and assignment of heavy workloads (*see infra*), led Ms. Juarez and other aggrieved employees to work off-the-clock before and after their scheduled shift times. For example, approximately four (4) times a month, for about 30 minutes each instance, Ms. Juarez was required to travel to TWM's other restaurant locations to pick up supplies and ingredients, such as burger patties, lids, and cups, on her way to work and prior to clocking in for the start of her shift. In addition, Ms. Juarez was required to clock out at the end of her scheduled shifts and continue working, resolving issues for other employees, completing her assigned duties, and waiting for the following Shift Leader to arrive. Thus, TWM failed to track all of the time that employees spent performing work-related tasks before and after scheduled shifts, and Ms. Juarez and other aggrieved employees received no compensation for this time.

Moreover, TWM had, and continues to have, a company-wide policy of circumventing the payment of overtime wages to minimize labor costs. Specifically, TWM implemented a timekeeping policy that resets the work day approximately around 3:00 a.m. and therefore treats shifts extending into the following "day" as two separate shifts. This policy has the effect of reducing the amount of overtime that would need to be paid to Ms. Juarez and other aggrieved employees when they worked overnight shifts. For example, when Ms. Juarez and other aggrieved employees worked shifts longer than eight (8) hours that extended past 3:00 a.m., they were not paid overtime or double-time premiums for all of the hours they worked in excess of eight (8) hours in a day and/or in excess of twelve (12) hours in a day.

Further, as part of this practice of circumventing payment of overtime wages, TWM utilized a uniform timekeeping system that automatically clocked-out and locked out employees during this "reset" at 3:00 a.m. Indeed, when resetting, TWM's timekeeping system locked the point-of-sale ("POS") machines that Ms. Juarez and other aggrieved employees used to clock in and clock out, so that they were forced to clock out and continue working while off-the-clock before being able to log back into the POS system to clock in once the reset had been completed. For example, when Ms. Juarez was scheduled to work the overnight shift from 9:30 p.m. to 5:30 a.m., she was automatically clocked out at 3:00 a.m. for a period of at least 30 minutes and was forced to continue working before being able to log back into the POS system to clock in, after the reset had been completed, time for which she was not paid.

Second, as stated, TWM had, and continues to have, a company-wide policy of strictly staffing its restaurant locations based on the labor hours allocated by each location's labor or payroll budget set by corporate. Specifically, TWM's management informed Ms. Juarez that the labor budget was to be 21.27% of the location's total sales forecast and emphasized compliance with these budget limitations. This practice of labor budgeting and/or limited payroll allocation, combined with the assignment of heavy workloads, has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload. Moreover, TWM has a practice of failing to schedule meal periods, which further caused Ms. Juarez and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this inadequate meal period coverage, Ms. Juarez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, approximately four (4) times per week, Ms. Juarez missed her meal periods entirely when she was the manager on duty because she was pressured to continue working and overseeing the restaurant operations. Consequently, Ms. Juarez and other aggrieved employees performed work during meal periods for which they were not paid.

Third, in conjunction with understaffing its restaurants, TWM had a requirement that a managerial employee be present on the floor at all times and prohibited managers from leaving the premises unless another manager was also on duty, resulting in a lack of meal period coverage for managerial employees. At the same time, the labor budgets TWM implemented did not always allow for more than one manager to be on the schedule at all times. As a result, Ms. Juarez and other aggrieved employees were sometimes the only managers on duty, and were expected to supervise the restaurant and respond to customer complaints at all times. Because managerial employees were effectively prohibited from leaving TWM's premises for unpaid meal periods without coverage, and because there were too few employees and other managers on duty to handle the workload and attend to customers, Ms. Juarez and other aggrieved employees were denied uninterrupted 30-minute meal periods, and were required to work through and/or to return early from meal periods. For example, Ms. Juarez's meal periods were interrupted twice per week to resolve issues for employees, such as processing refunds for customers or completing cash drops. Moreover, because Ms. Juarez and/or other aggrieved employees were restricted from leaving the premises during meal periods, Ms. Juarez and/or other aggrieved employees were denied the ability to use meal periods freely for their own purposes, such as running personal errands. Thus, TWM effectively maintained control over Ms. Juarez and/or other aggrieved employees during unpaid meal periods.

Fourth, TWM had, and continues to have, a policy and/or practice of requiring that Ms. Juarez and other aggrieved employees carry and wear a company-issued radio/headset at all times to respond to requests from management and other employees. TWM's management and other employees contacted Ms. Juarez and other aggrieved employees on their headsets during unpaid meal periods and/or on their personal mobile phones outside of their scheduled shifts to instruct them to complete work-related tasks and assist other employees. For example, Ms. Juarez received requests from supervisors or coworkers on her company-issued headset during her meal periods and would cut her meal periods short, or would work off-the-clock to comply with phone requests for picking up restaurant supplies and ingredients. TWM knew or should have known that Ms. Juarez and other aggrieved employees were being made to respond to radio and phone calls, and complete tasks while off-the-clock in order to meet TWM's expectations, but failed to compensate them for this off-the-clock work.

Further, on information and belief, because TWM frowned upon employees accruing meal period penalties, TWM adjusted their time records to reflect compliant meal periods, even when they did not

receive a compliant meal period. For example, TWM would adjust other aggrieved employees' time records to reflect a compliant meal period even when they had worked through their meal period. Thus, TWM did not record all hours worked during meal periods, and other aggrieved employees performed work during meal periods for which they were not paid.

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

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

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

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5-2001 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, § 11050(2)(K) (defining "Hours Worked").

During the relevant time period, as a result of TWM's policy of limiting overtime accrual, TWM required Ms. Juarez and other aggrieved employees to perform work off-the-clock before and after their scheduled shift start and end times to complete their tasks, such as traveling to TWM's other restaurant locations to pick up supplies and resolving other issues. Moreover, as set forth above, TWM utilized a timekeeping system that automatically clocked-out and locked out employees during overnight shifts, causing Ms. Juarez and other aggrieved employees to work off-the-clock before they were able to log back into the system to clock in, once the reset had been completed. TWM failed to track this time Ms. Juarez and other aggrieved employees spent working off-the-clock, and thus, Ms. Juarez and other aggrieved employees received no compensation for this time.

Also, as set forth above, due to TWM's company-wide policies and/or practices of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to schedule meal periods, subsequent lack of meal period coverage, requiring managerial employees to stay on or near the restaurant premises during meal periods, and requiring employees respond to company-issued headsets and/or personal mobile phones, Ms. Juarez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and/or were required to work off-the-clock. Further, to limit the meal penalties that TWM would otherwise owe, TWM adjusted employee time records to reflect compliant meal periods, but required them to continue working, time for which they were not paid.

Thus, TWM did not pay at least minimum wages for all hours worked by Ms. Juarez and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, TWM 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, TWM regularly failed to pay at least minimum wages to Ms. Juarez 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. Juarez 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, 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.

During the relevant time period, as stated, TWM had, and continues to have, a company-wide policy and/or practice of understaffing its locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads and failure to schedule meal periods, resulted in a lack of meal period coverage and prevented Ms. Juarez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. In conjunction with understaffing its restaurants, as stated above, TWM had a requirement that a managerial employee be present on the restaurant floor at all times, but TWM's labor budgets did not always allow for more than one manager to be on the schedule at all times. As a result, Ms. Juarez and other managerial employees were sometimes the only managers on duty, and would have their meal periods

interrupted or would work through them in order to assist their coworkers and customers. Moreover, because Ms. Juarez and/or other managerial employees were restricted from leaving the premises during meal periods, Ms. Juarez and/or other aggrieved employees were denied the ability to use meal periods freely for their own purposes, such as running personal errands. Additionally, as stated, TWM had a policy and/or practice of requiring that Ms. Juarez and other aggrieved employees carry a company-issued headset to respond to requests from management or co-workers at all times, including during meal periods.

As a result, Ms. Juarez 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. For example, as stated, Ms. Juarez often missed her meal periods entirely when she was the manager on duty because she was pressured to continue working and overseeing the restaurant operations. For example, Ms. Juarez was frequently required to take her meal periods late after having worked in excess of five (5) hours or more into her shift in order to meet the restaurant's customer demand. Moreover, Ms. Juarez's meal periods were interrupted twice per week and cut short for approximately 15 minutes, in order to assist her coworkers or customers. Further, because TWM frowned upon employees accruing meal period penalties, TWM's management adjusted employee time records, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by TWM.

Moreover, TWM did not provide Ms. Juarez and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, during the relevant time period, Ms. Juarez worked shifts in excess of 10 hours in one day at least three (3) days per week and was not provided a second meal period approximately once per week. Ms. Juarez 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.

TWM knew or should have known that as a result of its company-wide policies and/or practices, Ms. Juarez and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. TWM further knew or should have known that it did not pay Ms. Juarez and other aggrieved employees meal period premiums when meal periods were missed, late, shortened, and/or interrupted.

Furthermore, TWM 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. Juarez and other aggrieved employees have not received premium pay for missed, interrupted, shortened, or late meal periods. Alternatively, to the extent that TWM did pay other aggrieved employees premium pay for missed, late, interrupted and shortened meal periods, TWM did not pay other aggrieved employees at the correct rate of pay for premiums because TWM 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, TWM failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Juarez and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (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, TWM regularly failed to authorize and permit Ms. Juarez 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, TWM's company-wide practices of labor budgeting and/or limited payroll allocation, subsequent understaffing, and assignment heavy workloads, resulted in a lack of rest period coverage and prevented Ms. Juarez and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. TWM also failed to schedule rest periods, which, coupled with TWM's failure to provide adequate rest period coverage, further led to Ms. Juarez and other aggrieved employees not being authorized and permitted to take rest periods. Ms. Juarez and other aggrieved employees were also required to keep their company-issued headsets on their persons during their rest periods, in order to respond to coworkers' questions.

Moreover, TWM maintained a company-wide on-premises rest period policy, which mandated that Ms. Juarez and/or other aggrieved employees remain on TWM's premises during their rest periods. Because Ms. Juarez and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, TWM effectively maintained control over Ms. Juarez and/or other aggrieved employees during rest periods.

As a result of TWM's practices and policies, Ms. Juarez 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. Juarez had to forego her rest periods entirely at least four (4) times per week to meet customer demands due to a lack of rest period coverage. Ms. Juarez's rest periods were also regularly interrupted for the same reasons.

TWM also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Juarez and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that TWM did pay other aggrieved employees

one (1) additional hour of premium pay for missed rest periods, TWM did not pay other aggrieved employees at the correct rate of pay for premiums because TWM 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, TWM failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Juarez 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. TWM has not provided Ms. Juarez and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 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).

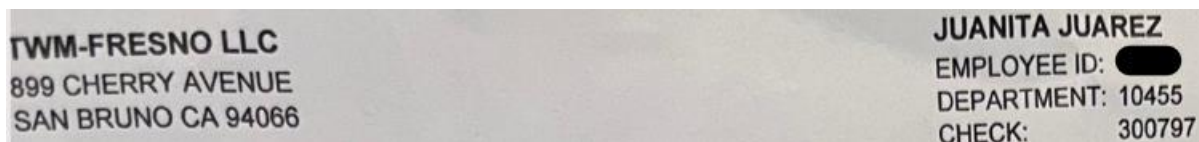
During the relevant time period, TWM has knowingly and intentionally provided Ms. Juarez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, TWM issued uniform wage statements to Ms. Juarez and other aggrieved employees that fail to correctly list: gross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

Because TWM did not record the time Ms. Juarez other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), TWM did not list the correct amount of gross wages and net wages earned by Ms. Juarez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, TWM failed to accurately list the total number of hours worked by Ms. Juarez 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).

In addition, because TWM did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, TWM 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). TWM also failed to correctly list all applicable hourly rates in effect

during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

Additionally, and separate from these violations, TWM issued uniform wage statements to Ms. Juarez and other aggrieved employees that failed to correctly list the name 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. Ms. Juarez's and other aggrieved employees' wage statements incorrectly list the employer as "TWM-FRESNO LLC," but, according to the California Secretary of State's website, there is no such entity by that name. However, a similarly named entity, "TWM/FRESNO, LLC," is listed on the California Secretary of State's website with the same address. *See example paystub below.*



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

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

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage 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. During the relevant time period, TWM engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to

keep accurate records of work period and meal period start and end times for Ms. Juarez and other aggrieved employees in violation of section 1198. Furthermore, in light of TWM's failure to provide Ms. Juarez and other aggrieved employees with second 30-minute meal periods to which they were entitled, TWM kept no records of meal start and end times for second meal periods.

Because TWM failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Juarez 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. Juarez 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. Juarez 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, TWM failed to pay Ms. Juarez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Ms. Juarez 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 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 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.

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

Ms. Juarez 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 § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further 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 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, TWM violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because TWM failed to pay other aggrieved employees reporting time pay when they reported to work for their scheduled shifts but were put to work for less than half of the regularly scheduled day's work. For example, on occasions when employees reported to work for their scheduled shifts, TWM's management sent employees home within the first two hours of clocking in because business was slow. When this would occur, TWM did not pay other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay when they were subject work for less than half of the regular schedule. Although other aggrieved employees reported to work based on the schedule that TWM provided to them, TWM would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay. Accordingly, other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A).

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 § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 13(B) – Failure to Provide Suitable Resting Facilities

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 11050(13)(B) provides that “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

TWM’s California restaurants are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. TWM could have provided Ms. Juarez and other aggrieved employees with a resting facility within its restaurants, with reasonable or no modification, but instead denied, and continues to deny, employees suitable areas to rest (e.g., a breakroom). As a result, Ms. Juarez and other aggrieved employees were forced to adjust to areas not conducive to resting, such as areas not designated or reserved for their rest, such as in the restaurant’s dining area.

TWM did not provide Ms. Juarez and other aggrieved employees with suitable resting facilities during their work hours, particularly during rest or meal periods. In other words, during the times when Ms. Juarez and other aggrieved employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, TWM denied them any area within their restaurants to cease work and recover. Moreover, TWM did not inform Ms. Juarez and other aggrieved employees of their rights to suitable resting facilities under California law.

As a result of TWM’s company-wide policy and/or practice of denying employees any area to rest within their restaurants and company-wide failure to provide resting facilities in its restaurants, Ms. Juarez and other aggrieved employees were forced to adjust to areas not conducive to resting or search for facilities outside their restaurants to cease work and recover. TWM’s failure to provide suitable resting facilities to Ms. Juarez and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 13(B).

Ms. Juarez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring TWM into compliance with California’s resting facilities 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. 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, TWM, on a company-wide basis, required that Ms. Juarez and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Juarez was required to use her

personal cellular phone to respond to calls from TWM's managers instructing her to pick up supplies and ingredients from TWM's other restaurant locations or from other employees to discuss work-related matters. Ms. Juarez spent about 80 minutes per month using her personal cellular phone in connection with carrying out her duties. Although TWM required Ms. Juarez and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, TWM failed to reimburse them for these costs.

Second, during the relevant time period, TWM, on a company-wide basis, required that Ms. Juarez and other aggrieved employees use their own personal vehicles to run company errands. For example, at least four (4) times a month, Ms. Juarez was required to use her personal vehicle and drive to pick up ingredients and supplies, such as burger patties, cups, and lids, from TWM's other restaurant locations on her way to work. As a further example, Ms. Juarez was required to use her personal vehicle and run company errands during her shift, such as dropping off cash deposits at a local bank or pick up restaurant supplies from a local supermarket. On average, Ms. Juarez estimates driving approximately 16 miles per month to run company errands. Although TWM required Ms. Juarez and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, TWM failed to fully reimburse them for their mileage or travel expenses.

Third, during the relevant time period, TWM required Ms. Juarez and other aggrieved employees to wear uniforms bearing the Carl's Jr. company logo, including gray uniform t-shirts and polo shirts. However, TWM did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, TWM only provided Ms. Juarez with one gray t-shirt and one polo shirt at the time of hire. Because TWM failed to provide Ms. Juarez and other aggrieved employees with an adequate number of uniform items in relation to their scheduled shifts and for the tasks they were required to perform, Ms. Juarez and other aggrieved employees were forced to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. For example, due to the nature of restaurant work, Ms. Juarez's and other aggrieved employees' uniforms would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that they were unable to mix these clothes in with other laundry. As a result, they had to wash their uniform items separately from their regular clothing, thus incurring additional laundry expenses for the upkeep of their uniforms. Thus, TWM failed to maintain uniforms they required Ms. Juarez and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

TWM could have provided Ms. Juarez and other aggrieved employees with the actual tools for use on the job, such as company mobile devices and company vehicles, as well as an adequate number of uniform items or access to laundering services. Or, TWM could have reimbursed employees for the costs of their mobile device usage, travel expenses, mileage, and laundering expenses or provided a uniform maintenance allowance. Instead, TWM passed these operating costs off onto Ms. Juarez and other aggrieved employees. At all relevant times, Ms. Juarez did not earn at least two (2) times the minimum wage.

Thus, TWM 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. Juarez 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.

At all relevant times, on information and belief, TWM failed, on a company-wide basis, to provide written notice to Ms. Juarez and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). TWM's failure to provide Ms. Juarez and other aggrieved employees with written notice of basic information regarding their employment with TWM is in violation of Labor Code section 2810.5.

Ms. Juarez 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).

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." TWM, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Juarez's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Juarez 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. Juarez, 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 TWM for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

Pre-Litigation Demand

This notice shall further serve as Ms. Juarez's reasonable attempt to settle her dispute with TWM prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform TWM of Ms. Juarez's aforementioned grievances and the proposed remedies as detailed below, while affording TWM a reasonable opportunity to satisfy Ms. Juarez's demands.

Demand is hereby made that TWM shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. TWM shall pay Ms. Juarez and all other aggrieved employees employed by TWM at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. TWM shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, provided lawful meal and rest periods, and paid all reporting time pay.
3. TWM shall conduct a survey or interview all current and former aggrieved employees in California who worked for TWM in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mobile device expenses, mileage, travel expenses, supply expenses, uniform maintenance, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. TWM shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. TWM also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. TWM shall pay accrued legal interest to Ms. Juarez and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
6. TWM shall provide Ms. Juarez and all aggrieved employees employed by TWM at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
7. TWM shall pay waiting time penalties, equal to 30 days of pay, to Ms. Juarez and each former aggrieved employee who was not paid all wages due as described herein.
8. TWM shall provide aggrieved employees who are required to report for work and do report but are not put to work or are furnished less than half their usual or scheduled day's work,

with pay for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the aggrieved employee's regular rate of pay.

9. TWM shall implement and provide suitable resting facilities to all aggrieved employees.
10. TWM shall reimburse Ms. Juarez and those aggrieved employees who were required to pay for any business expenses incurred for TWM's benefit, including, but not limited to, mobile device usage, travel expenses, mileage, laundering expenses, and other expenditures, as required by Labor Code section 2802.
11. TWM shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
12. TWM shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 5-2001, section 20.

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

Alexander Lima
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 'Alexander Lima', with a stylized flourish at the end.

Alexander Lima

Copy: TWM/FRESNO, LLC (via U.S. Certified Mail); T W M MANAGEMENT, INC. (via U.S. Certified Mail); THE CHOWCHILLA CONNECTION, LLC (via U.S. Certified Mail); VALLEY CONNECTION, LLC (via U.S. Certified Mail); MANTECA STAR, LLC (via U.S. Certified Mail); MODESTO RESTAURANT GROUP, LLC (via U.S. Certified Mail)



Capstone
LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

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 LAW APC
 1875 Century Park East, Suite 1000
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Valley Connection, LLC
899 Cherry Avenue
San Bruno, CA 94066

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1875 Century Park East, Suite 1000
Los Angeles, California 90067

VALLEY CONNECTION, LLC
899 CHERRY AVENUE
SAN BRUNO, CA 94066

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:
**VALLEY CONNECTION, LLC
899 CHERRY AVENUE
SAN BRUNO, CA 94066**



9590 9402 7269 1284 8873 92

2. Article Number (Transfer from service label)
7020 3160 0001 6530 1597

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ 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 | ☐ Priority Mail Express [®] |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail [™] |
| ☒ Certified Mail [®] | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation [™] |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

7020 3160 0001 6530 1580

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

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

Certified Mail Fee

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

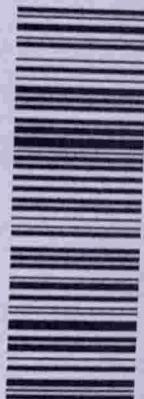
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Postmark
Here

Sent To
 THE CHOWCHILLA CONNECTION, LLC
 899 CHERRY AVENUE
 SAN BRUNO, CA 94066
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL®

7020 3160 0001 6530 1580

Capstone
 LAW APC

1875 Century Park East, Suite 1000
 Los Angeles, California 90067

THE CHOWCHILLA CONNECTION, LLC
 899 CHERRY AVE
 SAN BRUNO, CA 94066

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:

THE CHOWCHILLA CONNECTION, LLC
 899 CHERRY AVENUE
 SAN BRUNO, CA 94066



9590 9402 7269 1284 8874 39

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
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

2. Article Number (Transfer from service label)

7020 3160 0001 6530 1580

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

7020 3160 0001 6530 1573

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
 Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, and fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees \$

Postmark
Here

To: **T W M MANAGEMENT, INC.**
 Street and Apt. No. or PO Box No.
899 CHERRY AVENUE
 City, State, ZIP+4[®]
SAN BRUNO, CA 94066

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

See Reverse for Instructions

7020 3160 0001 6530 1573



CERTIFIED MAIL[®]

Capstone
 LAW APC
 1875 Century Park East, Suite 1000
 Los Angeles, California 90067

T W M MANAGEMENT, INC.
 899 CHERRY AVENUE
 SAN BRUNO, CA 94066

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:

T W M MANAGEMENT, INC.
899 CHERRY AVENUE
SAN BRUNO, CA 94066



9590 9402 7269 1284 8874 46

2. Article Number (Transfer from service label)

7020 3160 0001 6530 1573

PS Form 3811, July 2020 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 MailTM
- ☐ Registered Mail Restricted Delivery
- ☐ Signature ConfirmationTM
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7020 3160 0001 6530 1627

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

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

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$

Postmark Here

Sent to
 TWN/FRESNO, LLC
 899 CHERRY AVE
 SAN BRUNO, CA 94066
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Capstone
 LAW APC
 1875 Century Park East, Suite 1000
 Los Angeles, California 90067

TWN/FRESNO, LLC
 899 CHERRY AVE
 SAN BRUNO, CA 94066

CERTIFIED MAIL®

7020 3160 0001 6530 1627

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:
 TWN/FRESNO, LLC
 899 CHERRY AVE
 SAN BRUNO, CA 94066

2. Article Number (Transfer from service label)
 7020 3160 0001 6530 1627

9590 9402 7269 1284 8874 53

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X

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
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

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

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

San Bruno, CA 94066

Certified Mail Fee \$3.75

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

☒ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.76

Total Postage and Fees \$5.56

Sent To
 MODESTO RESTAURANT GROUP, LLC
 Street and Apt. No., or PO Box No.
 899 CHERRY AVENUE
 City, State, ZIP+4®
 SAN BRUNO, CA 94066

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

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

San Bruno, CA 94066

Certified Mail Fee \$3.75

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

☒ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.76

Total Postage and Fees \$5.56

Sent To
 MANTECA STAR, LLC
 Street and Apt. No., or PO Box No.
 899 CHERRY AVENUE
 City, State, ZIP+4®
 SAN BRUNO, CA 94066

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

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

San Bruno, CA 94066

Certified Mail Fee \$3.75

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

☒ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.76

Total Postage and Fees \$5.56

Sent To
 VALLEY CONNECTION, LLC
 Street and Apt. No., or PO Box No.
 899 CHERRY AVENUE
 City, State, ZIP+4®
 SAN BRUNO, CA 94066

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

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

San Bruno, CA 94066

Certified Mail Fee \$3.75

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

☒ Return Receipt (hardcopy) \$3.05

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.76

Total Postage and Fees \$8.56

Sent To
 TWM MANAGEMENT, INC.
 899 CHERRY AVENUE
 SAN BRUNO, CA 94066

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

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

San Bruno, CA 94066

Certified Mail Fee \$3.75

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

☒ Return Receipt (hardcopy) \$3.05

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.76

Total Postage and Fees \$8.56

Sent To
 THE CHOWCHILLA CONNECTION, LLC
 899 CHERRY AVENUE
 SAN BRUNO, CA 94066

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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

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

San Bruno, CA 94066

Certified Mail Fee \$3.75

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

☒ Return Receipt (hardcopy) \$3.05

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.76

Total Postage and Fees \$8.56

Sent To
 TWM / FRESNO, LLC
 899 CHERRY AVE
 SAN BRUNO, CA 94066

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ 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.		A. Signature ☒ Agent ☐ Addressee X Bianca R	
1. Article Addressed to: VALLEY CONNECTION, LLC 899 CHERRY AVENUE SAN BRUNO, CA 94066		B. Received by (Printed Name)	C. Date of Delivery 02-03-22
 9590 9402 7269 1284 8873 92		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7020 3160 0001 6530 1597		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 ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ 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.		A. Signature ☒ Agent ☐ Addressee X Bianca R	
1. Article Addressed to: TWM/FRESNO, LLC 899 CHERRY AVE SAN BRUNO, CA 94066		B. Received by (Printed Name)	C. Date of Delivery 02-03-22
 9590 9402 7269 1284 8874 53		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7020 3160 0001 6530 1627		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 ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ 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.		A. Signature ☒ Agent ☐ Addressee X Bianca R	
1. Article Addressed to: MODESTO RESTAURANT GROUP, LLC 899 CHERRY AVENUE SAN BRUNO, CA 94066		B. Received by (Printed Name)	C. Date of Delivery 02-03-22
 9590 9402 7269 1284 8874 08		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7020 3160 0001 6530 1610		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 ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt			

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ 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.		A. Signature ☒ Agent ☐ Addressee X Bianca R	
1. Article Addressed to: TWM MANAGEMENT, INC. 899 CHERRY AVENUE SAN BRUNO, CA 94066		B. Received by (Printed Name)	C. Date of Delivery 02-03-22
 9590 9402 7269 1284 8874 46		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7020 3160 0001 6530 1573		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 ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053 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:

MANTECA STAR, LLC
899 CHERRY AVENUE
SAN BRUNO, CA 94066



9590 9402 7269 1284 8874 15

2. Article Number (Transfer from service label)

7020 3160 0001 6530 1603

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Bianca R

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

02-03-22

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

☐ 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:

THE CHOWCHILLA CONNECTION, LLC
801 CHERRY AVENUE
SAN BRUNO, CA 94066



9590 9402 7269 1284 8874 39

2. Article Number (Transfer from service label)

7020 3160 0001 6530 1580

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Bianca R

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

02-03-20

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

3. Service Type

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

- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt