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9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES
12

13 DASHON LEE, as an aggrieved
employee pursuant to the Private
14 Attorneys General Act ("PAGA"), on
behalf of the State of California and
15 other non-party Aggrieved
Employees,

16
17 Plaintiff,

18 vs.

19 STAFFPAY, LLC dba EMPLICITY,
a California limited liability company;
20 ECLIPSE RTO, LLC, a Texas limited
liability company; EMPLICITY
21 ADMINISTRATIVE SERVICES,
LLC, a California limited liability
22 company; RENT-A-CENTER WEST,
INC., a Delaware corporation; and
23 DOES 1 through 10, inclusive,

24
25 Defendants.
26
27
28

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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By G. Cordon, Deputy Clerk

Case No.: **25STCV09622**

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff DaShon Lee, as an aggrieved employee pursuant to the Private Attorneys
2 General Act (“PAGA”), on behalf of the State of California and other non-party Aggrieved
3 Employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This is an enforcement action under the Labor Code Private Attorneys General
6 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
7 and any other available relief on behalf of Plaintiff, the State of California, and other current
8 and former employees who worked for Defendants in California as a non-exempt, hourly paid
9 employee and received at least one wage statement and against whom one or more violations of
10 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
11 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
12 were committed, as set forth in this complaint, at any time between one year prior to the filing
13 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in this case on January 23, 2024, until judgment (“non-party Aggrieved Employees”).
14 Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.
15

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional notions
23 of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this
24 action given that the State of California, as the real party in interest in this action, is not a
25 “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726
26 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated
27 to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
28 and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil penalties

1 attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ persons in this county,
3 and employed Plaintiff in this county, and thus a substantial portion of the transactions and
4 occurrences related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys
6 General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys
7 general their current or former employers for various civil penalties for violations of various
8 provisions in the California Labor Code.

9 **THE PARTIES**

10 6. Plaintiff DaShon Lee is a resident of Los Angeles, in Los Angeles County,
11 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
12 approximately 2005 to September 2024. Throughout his employment, Plaintiff worked for
13 Defendants as an Account Representative, Assistant Manager, and, most recently, Store Manager
14 at one of their Rent-A-Center stores (located at 141 East Willow Street, Long Beach, California
15 90806). During his employment, Plaintiff typically worked ten (10) or more hours per day and
16 five (5) days per week. At the time his employment ended, Plaintiff was compensated
17 approximately \$24.25 per hour. His job duties included, without limitation, providing customer
18 service, making sales, facilitating the return of merchandise, delivering and assembling furniture,
19 ordering merchandise, and taking inventory.

20 7. On information and belief, Defendants required some employees, including
21 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
22 employment. On further information and belief, Defendants’ arbitration agreement was and is
23 both procedurally and substantively unconscionable. Specifically, Defendants presented
24 employees with a “Dispute Resolution Agreement” (“Arbitration Agreement”) during the
25 onboarding process or during their employment, which had to be reviewed and acknowledged
26 immediately. Specifically, the Arbitration Agreement was one of several documents presented
27 to new employees for signature all at once during their employment and/or during the
28 orientation process, including an Acknowledgment of Receipt and Review of the employee

1 handbook; Meal & Rest Break Policies; Telephone, Photo, Video, Audio, Recording Policy;
2 Timekeeping Policy Acknowledgment; and Vehicle Use Acknowledgement and Pledge
3 Agreement, among other documents. Also, employees did not have a meaningful opportunity
4 to negotiate the terms of the Arbitration Agreement. Rather, it was provided to Defendants'
5 employees for them to sign on a take-it or leave-it basis at the time they were hired or during
6 their employment. Further, Defendants did not set forth in the Arbitration Agreement or
7 otherwise provide employees with the rules which will govern the arbitration, instead forcing
8 employees to seek this information out on their own.

9 8. STAFFPAY, LLC was and is, upon information and belief, a California limited
10 liability company, and at all times hereinafter mentioned, an employer whose employees are
11 engaged throughout this county, the State of California.

12 9. ECLIPSE RTO, LLC was and is, upon information and belief, a Texas limited
13 liability company, and at all times hereinafter mentioned, an employer whose employees are
14 engaged throughout this county, the State of California.

15 10. EMPLICITY ADMINISTRATIVE SERVICES, LLC was and is, upon
16 information and belief, a California limited liability company, and at all times hereinafter
17 mentioned, an employer whose employees are engaged throughout this county, the State of
18 California.

19 11. RENT-A-CENTER WEST, INC. was and is, upon information and belief, a
20 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are
21 engaged throughout this county, the State of California.

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

26 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
27 were the partners, agents, owners, or managers of STAFFPAY, LLC; ECLIPSE RTO, LLC;
28 EMPLICITY ADMINISTRATIVE SERVICES, LLC; and/or RENT-A-CENTER WEST, INC.

1 at all relevant times.

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

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

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

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

1 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
2 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
3 non-party Aggrieved Employees because Defendants have:

- 4 (a) jointly exercised meaningful control over the work performed by Plaintiff
5 and other non-party Aggrieved Employees;
- 6 (b) jointly exercised meaningful control over Plaintiff's and other non-party
7 Aggrieved Employees' wages, hours, and working conditions, including
8 the quantity, quality standards, speed, scheduling, and operative details
9 of the tasks performed by Plaintiff and other non-party Aggrieved
10 Employees;
- 11 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
12 perform work which is an integral part of Defendants' businesses; and
- 13 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
14 Employees as a matter of economic reality in that Plaintiff and other non-
15 party Aggrieved Employees were dependent on Defendants, who shared
16 the power to set the wages of Plaintiff and other non-party Aggrieved
17 Employees and determined their working conditions, and who jointly
18 reaped the benefits from the underpayment of their wages and
19 noncompliance with other statutory provisions governing their
20 employment.

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

24 20. STAFFPAY, LLC; ECLIPSE RTO, LLC; EMPLOCITY ADMINISTRATIVE
25 SERVICES, LLC; RENT-A-CENTER WEST, INC.; and/or DOES 1 through 10 are therefore
26 alter egos of each other.

27 21. Adherence to the fiction of the separate existence of Defendants would permit an
28 abuse of the corporate privilege, and would promote injustice by protecting Defendants from

liability for the wrongful acts committed by them under the name RAC.

22. Plaintiff further alleges, upon information and belief, that the Defendants STAFFPAY, LLC; ECLIPSE RTO, LLC; EMPLICITY ADMINISTRATIVE SERVICES, LLC; and RENT-A-CENTER WEST, INC. are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), STAFFPAY, LLC and EMPLICITY ADMINISTRATIVE SERVICES, LLC share the same principal and mailing addresses of "1475 S. PRICE RD, CHANDLER, AZ 85286";
- (b) On the California Secretary of State's website, STAFFPAY, LLC and EMPLICITY ADMINISTRATIVE SERVICES, LLC share the same agent for service of process, "COGENCY GLOBAL INC.";
- (c) According to Statement of Information forms filed with the California Secretary of State, STAFFPAY, LLC and EMPLICITY ADMINISTRATIVE SERVICES, LLC share the same manager or member, JJ Hutzenbiler;
- (d) According to Plaintiff's wage records, STAFFPAY, LLC dba Emplicity is listed as the "Employer" and ECLIPSE RTO, LLC is listed as "In Service to";
- (e) ECLIPSE RTO, LLC's website (<https://eclipserto.com/>) states "Eclipse RTO is a best in class franchise organization for Rent-A-Center®"; and
- (f) On information and belief, STAFFPAY, LLC; ECLIPSE RTO, LLC; EMPLICITY ADMINISTRATIVE SERVICES, LLC; and RENT-A-CENTER WEST, INC. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

23. Defendants operate a chain of Rent-A-Center franchise stores, which sell furniture, appliances, electronics, and other name-brand items on a rent-to-own basis. Upon

1 information and belief, Defendants maintain a single, centralized Human Resources (HR)
2 department at their corporate headquarters in Chandler, Arizona, or Plano, Texas, for all non-
3 exempt, hourly paid employees working for Defendants in California, which is responsible for
4 the recruiting and hiring of new employees, and communicating and implementing Defendants'
5 company-wide policies, including timekeeping policies and meal and rest period policies, to
6 employees throughout California.

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

14 25. Upon information and belief, Defendants maintain a centralized Payroll
15 department at their corporate headquarters in Chandler, Arizona, or Plano, Texas, which
16 processes payroll for all non-exempt, hourly paid employees working for Defendants at their
17 various locations in California, including Plaintiff and other non-party Aggrieved Employees.
18 Based upon information and belief, Defendants issue the same formatted wage statements to all
19 non-exempt, hourly paid employees in California, irrespective of their work locations. Upon
20 information and belief, Defendants process payroll for departing employees in the same manner
21 throughout the State of California, regardless of the manner in which each employee's
22 employment ends.

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

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

1 28. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
2 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
3 were not recorded.

4 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 receive certain wages for overtime compensation and that they were not receiving certain wages
7 for overtime compensation.

8 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 receive at least minimum wages for compensation and that they were not receiving at least
11 minimum wages for work that was required to be done off-the-clock. In violation of the
12 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
13 least minimum wages for work done off-the-clock.

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

22 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest
24 periods in accordance with the California Labor Code and applicable IWC Wage Order or
25 payment of one (1) additional hour of pay at their regular rates of pay when they were not
26 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
27 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
28 provided with payment of one (1) additional hour of pay at their regular rates of pay when they

1 were not authorized and permitted to take a compliant rest period.

2 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 receive complete and accurate wage statements in accordance with California law. In violation
5 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
6 provided complete and accurate wage statements.

7 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that they had a duty to maintain accurate and complete payroll records in
9 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
10 and intentionally failed to do so.

11 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
13 timely payment of wages during their employment. In violation of the California Labor Code,
14 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
15 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
16 premiums, within permissible time periods.

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

23 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 receive reimbursement for all business-related expenses and costs they incurred during the
26 course and scope of their employment and that they did not receive reimbursement of applicable
27 business-related expenses and costs incurred.

28 38. Plaintiff is informed and believes, and thereon alleges, that at all times herein

mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they were properly denied wages, all in order to increase Defendants' profits.

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

40. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any person who was employed by the alleged violator and personally suffered each of the violations alleged each of the violations alleged."

41. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current or former employees and each of the alleged violations were committed against them.

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

(a) The aggrieved employee shall give written notice by online filing (hereinafter "Employee's Notice") to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

1 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
2 employer and the aggrieved employee by certified mail that it does not
3 intend to investigate the alleged violation within sixty (60) calendar days
4 of the postmark date of the Employee’s Notice. Upon receipt of the
5 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
6 (65) calendar days of the postmark date of the Employee’s Notice, the
7 aggrieved employee may commence a civil action pursuant to California
8 Labor Code section 2699 to recover civil penalties in addition to any other
9 penalties to which the employee may be entitled.

10 43. Pursuant to California Labor Code section 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 to 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. The employer shall give
23 written notice by certified mail within that period of time to the aggrieved
24 employee or representative and the agency if the alleged violation is
25 cured, including a description of actions taken, and no civil action
26 pursuant to Section 2699 may commence. If the alleged violation is not
27 cured within the 33-day period, the employee may commence a civil
28 action pursuant to Section 2699.

1 44. On January 23, 2024, Plaintiff provided written notice by online filing to the
2 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
3 Code alleged to have been violated, including facts and theories to support the alleged
4 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
5 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
6 PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff
7 PAGA Case Number LWDA-CM-1075280-25. A true and correct copy of Plaintiff's written
8 notice to the LWDA and Defendants are attached hereto as "Exhibit 1."

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

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

16 47. Labor Code section 558(a) provides "[a]ny employer or other person acting on
17 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
18 provision regulating hours and days of work in any order of the Industrial Welfare Commission
19 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
20 each underpaid employee for each pay period for which the employee was underpaid (2)
21 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
22 each pay period for which the employee was underpaid" Labor Code section 558(c)
23 provides "[t]he civil penalties provided for in this section are in addition to any other civil or
24 criminal penalty provided by law." Plaintiff, acting in the public interest as a private attorney
25 general, seeks assessment and collection of civil penalties under Labor Code section 558 for
26 himself, all other non-party Aggrieved Employees, and the State of California against
27 Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable
28 IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not

1 seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations
2 of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order.

3 48. Defendants, at all times relevant to this complaint, were employers or persons
4 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
5 Employees' rights by violating various sections of the California Labor Code as set forth above.

6 49. As set forth below, Defendants have violated numerous provisions of both the
7 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
8 Order.

9 50. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
10 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
11 interest as a private attorney general, seeks assessment and collection of civil penalties and
12 injunctive relief for himself, all other non-party Aggrieved Employees, and the State of
13 California against Defendants for violations of California Labor Code sections 201, 202, 204,
14 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

15 **FIRST CAUSE OF ACTION**

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

17 **(Against all Defendants)**

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

20 52. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
21 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
22 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
23 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil
24 penalties for violations of those Labor Code sections not found in section 2699.5, including
25 sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, and 2802.

26 53. Defendants' conduct, as alleged herein, violates numerous sections of the
27 California Labor Code, including, but not limited to, the following:

28 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC

1 Wage Order for Defendants' failure to compensate Plaintiff and other
2 non-party Aggrieved Employees with all required overtime pay, as set
3 forth below;

4 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the
5 applicable IWC Wage Order for Defendants' failure to compensate
6 Plaintiff and other non-party Aggrieved Employees with at least
7 minimum wages for all hours worked, as set forth below;

8 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
9 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
10 and other non-party Aggrieved Employees with meal periods, as set forth
11 below;

12 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
13 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
14 and other non-party Aggrieved Employees to take rest periods, as set forth
15 below;

16 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
17 IWC Wage Order for failure to provide accurate and complete wage
18 statements to Plaintiff and other non-party Aggrieved Employees, as set
19 forth below;

20 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
21 IWC Wage Order for failure to maintain payroll records, as set forth
22 below;

23 (g) Violation of Labor Code sections 204 for failure to pay all earned wages
24 during employment, as set forth below;

25 (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned
26 wages upon termination, as set forth below; and

27 (i) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
28 and other non-party Aggrieved Employees for all business expenses

necessarily incurred, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

54. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC 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.”

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

56. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved 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) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

57. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved 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.

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

1 59. During the relevant time period, Defendants willfully failed to pay all overtime
2 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
3 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
4 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
5 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
6 not recorded.

7 60. First, during the relevant time period, upon information and belief, Defendants
8 had, and continue to have, a company-wide policy and/or practice of discouraging and impeding
9 Plaintiff and other non-party Aggrieved Employees from recording hours worked that were
10 outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue.
11 On information and belief, this policy of limiting overtime, coupled with Defendants' practices
12 of understaffing and/or single-staffing and assigning heavy workloads (*see infra*), led Plaintiff
13 and other non-party Aggrieved Employees to work off-the-clock before and after their scheduled
14 shift times in order to complete assigned tasks. For example, Plaintiff was required to respond to
15 phone calls and text messages from managers and co-workers regarding work-related matters
16 before the start of his shifts and after clocking out at the end of his shifts. As another example,
17 on several occasions, Defendants' management required Plaintiff to travel to mandatory meetings
18 while off-the-clock in various cities up to an hour's drive away, such as City of Commerce,
19 Compton, Orange, and Buena Park, California. Defendants did not allow him to record this time
20 worked and thus he was not paid for the drive time. Additionally, on information and belief,
21 Defendants' management would alter and/or falsify time records to shave off time that Plaintiff
22 spent working in order to limit overtime accrual. This off-the-clock work could have been
23 recorded by Defendants, but they refused to do so to avoid payment of additional wages to
24 Plaintiff and other non-party Aggrieved Employees.

25 61. Second, Defendants had, and continue to have, company-wide policies and/or
26 practices of understaffing while assigning heavy workloads, including pressuring employees to
27 meet productivity quotas. In particular, Defendants pressured Plaintiff and other non-party
28 Aggrieved Employees to make a certain number of sales per day and/or per week and to achieve

1 certain metrics for collecting merchandise from customers, resulting in a failure to provide
2 Plaintiff and other non-party Aggrieved Employees with adequate meal period coverage. Also,
3 Defendants systematically, and on a company-wide basis, understaffed their store locations,
4 including by adopting a single-staffing model for some of their positions, whereby only one (1)
5 employee was scheduled to work at certain times, thereby failing to provide adequate meal
6 period coverage to permit those employees to take compliant meal periods.

7 62. Defendants also had a practice of failing to schedule meal periods, which further
8 caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties for
9 compliant meal periods. For example, due to the lack of coverage, Plaintiff regularly worked
10 through his meal periods or had them interrupted to assist employees and customers, take phone
11 calls, or make deliveries. However, Defendants did not compensate Plaintiff and other non-party
12 Aggrieved Employees for the time they spent working off the clock during unpaid meal periods.

13 63. Third, because Defendants frowned upon employees accruing meal period
14 premiums, Defendants pressured Plaintiff and other non-party Aggrieved Employees to clock out
15 for meal periods to reflect compliant meal periods, often on threat of discipline, even when they
16 did not receive a compliant meal period. For example, Plaintiff's manager required him to record
17 compliant meal periods, even if he was too busy with his workload due to understaffing, including
18 single-staffing, in order to take a compliant meal period. Thus, Defendants did not record all
19 hours worked during meal periods and Plaintiff and other non-party Aggrieved Employees
20 performed work during meal periods for which they were not paid.

21 64. Fourth, Defendants maintained a company-wide on-premises meal period policy,
22 which effectively required that Plaintiff and other non-party Aggrieved Employees remain on the
23 premises during their unpaid meal periods. Because Plaintiff and other non-party Aggrieved
24 Employees were restricted from leaving the premises during meal periods, they were denied the
25 ability to use their meal periods freely for their own purposes. Thus, Defendants maintained
26 control over Plaintiff and other non-party Aggrieved Employees during their unpaid meal periods.

27 65. Moreover, Defendants had, and continue to have, a policy and/or practice of
28 requiring that Plaintiff and other non-party Aggrieved Employees respond to their personal

1 mobile devices at all times, including during meal periods. For example, Defendants’
2 management regularly contacted Plaintiff on his personal cellular phone during meal periods to
3 discuss work-related matters.

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

12 67. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees
13 the balance of overtime compensation as required by California law, violates the provisions of
14 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
15 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
16 and/or 2699(a), (f), and (k).

17 **FAILURE TO PAY MINIMUM WAGES**

18 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

19 68. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
20 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment
21 of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in
22 Wage Order No. 7-2001 as “the time during which an employee is subject to the control of an
23 employer, and includes all the time the employee is suffered or permitted to work, whether or not
24 required to do so.” Cal. Code Regs. Tit. 8, § 11070(2)(H) (defining “Hours Worked”).

25 69. First, as set forth above, due to Defendants’ company-wide policies and/or
26 practices of limiting the amount of overtime employees could accrue, Defendants failed to pay
27 Plaintiff and other non-party Aggrieved Employees for work performed before and after their
28 scheduled shifts, including, but not limited to, responding to phone calls and text messages

1 regarding work-related matters and traveling to mandatory meetings. Additionally, as set forth
2 above, on information and belief, Defendants' management would alter and/or falsify time records
3 to shave off time Plaintiff and other non-party Aggrieved Employees spent working in order to
4 limit overtime accrual. As a result, Defendants failed to track the time Plaintiff and other non-
5 party Aggrieved Employees spent working off-the-clock, and Plaintiff and other non-party
6 Aggrieved Employees received no compensation for this time.

7 70. Second, as also stated, due to Defendants' policies and/or practices of
8 understaffing and/or single-staffing certain positions, assigning heavy workloads (including
9 productivity quotas), failing to schedule meal periods, requiring employees to remain on the
10 premises during meal periods, and requiring employees to respond to managers' communications
11 on their personal mobile devices at all times, Plaintiff and other non-party Aggrieved Employees
12 were impeded from taking all uninterrupted meal periods to which they were entitled and were
13 required to work off-the-clock during meal periods, have their meal periods interrupted, and/or
14 were otherwise not relieved of all duties during unpaid meal periods.

15 71. Third, as stated, in order to limit meal period premiums that Defendants would
16 otherwise owe, Defendants pressured Plaintiff and other non-party Aggrieved Employees to clock
17 out for meal periods, often on threat of discipline, even when they did not receive a compliant
18 meal period. Thus, Defendants systematically failed to pay Plaintiff and other non-party
19 Aggrieved Employees for actual hours worked during unpaid meal periods because these hours
20 were not always correctly recorded.

21 72. Defendants did not pay minimum wages for all hours worked by Plaintiff and
22 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
23 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
24 those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194,
25 1197, and 1198.

26 73. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
27 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
28 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil

penalties pursuant to Labor Code sections 2699(a), (f), and (k).

FAILURE TO PROVIDE AND RECORD MEAL PERIODS

VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

74. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and non-party Aggrieved Employees' employment by Defendants.

75. 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).

76. 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.

77. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, 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.

78. First, during the relevant time period, as stated, Defendants had, and continue to have, company-wide policies and/or practices of understaffing and/or single-staffing while assigning heavy workloads, which has resulted in a lack of meal period coverage and prevented Plaintiff and other non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, Defendants had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Plaintiff and other non-

1 party Aggrieved Employees to not be relieved of their duties for compliant meal periods. For
2 example, as stated, Plaintiff's meal periods were regularly missed or interrupted to assist
3 employees and customers, take phone calls, or make deliveries, due to the lack of coverage.

4 79. Second, as stated, in order to limit meal period premiums that Defendants would
5 otherwise owe, Defendants pressured Plaintiff and other non-party Aggrieved Employees to clock
6 out for meal periods to reflect compliant meal periods, often on threat of discipline. For example,
7 as stated above, Defendants' management pressured Plaintiff and other non-party Aggrieved
8 Employees to record compliant meal periods when they had not, in fact, received these timely,
9 uninterrupted meal periods.

10 80. Third, as also stated, during the relevant time period, Defendants maintained and
11 implemented a company-wide on-premises meal period policy for employees, which effectively
12 required that Plaintiff and other non-party Aggrieved Employees remain on the work premises
13 during meal periods. Because Plaintiff and other non-party Aggrieved Employees were restricted
14 from leaving the premises during meal periods, they were denied the ability to use their meal
15 periods freely for their own purposes. Thus, Defendants maintained control over Plaintiff and
16 other non-party Aggrieved Employees during meal periods. Moreover, as stated, Defendants had
17 a company-wide policy and/or practice of requiring that Plaintiff and other non-party Aggrieved
18 Employees respond to communications from management on their personal mobile devices at all
19 times, including during meal periods. For example, Plaintiff's meal periods were interrupted
20 numerous times by his managers' phone calls and/or text messages to his personal cellular phone.

21 81. Fourth, Defendants did not provide Plaintiff and other non-party Aggrieved
22 Employees with second 30-minute meal periods on days that they worked in excess of 10 hours
23 in one day. During his employment, Plaintiff worked shifts in excess of ten (10) or more hours
24 per day but was not provided a second 30-minute meal period. Plaintiff and other non-party
25 Aggrieved Employees did not sign valid meal period waivers on days that they were entitled to
26 meal periods and were not relieved of all duties.

27 82. At all times herein mentioned, Defendants knew or should have known that, as a
28 result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented from

1 being relieved of all duties and required to perform some of their assigned duties during meal
2 periods. Defendants further knew or should have known that Defendants did not pay Plaintiff
3 and other non-party Aggrieved Employees meal period premiums when meal periods were late,
4 interrupted, shortened, or missed.

5 83. Moreover, Defendants engaged in a company-wide practice and/or policy of not
6 paying meal period premiums owed when compliant meal periods are not provided. Because
7 of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not
8 received premium pay for all missed, late, and interrupted meal periods. As a result, Defendants
9 failed to provide Plaintiff and other non-party Aggrieved Employees compliant meal periods in
10 violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full
11 meal period premiums due.

12 84. Defendants' conduct violates the applicable IWC Wage Order, and California
13 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
14 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
15 and/or 2699(a), (f), and (k).

16 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

17 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

18 85. At all relevant times herein set forth, the applicable IWC Wage Order and
19 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
20 non-party Aggrieved Employees' employment by Defendants.

21 86. At all relevant times, the applicable IWC Wage Order provides that "[e]very
22 employer shall authorize and permit all employees to take rest periods, which insofar as
23 practicable shall be in the middle of each work period" and that the "rest period time shall be
24 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
25 hours or major fraction thereof" unless the total daily work time is less than three and one-half
26 (3 ½) hours.

27 87. At all relevant times, California Labor Code section 226.7 provides that no
28 employer shall require an employee to work during any rest period mandated by an applicable

1 order of the California IWC. To comply with its obligation to authorize and permit rest periods
2 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
3 must “relinquish any control over how employees spend their break time, and relieve their
4 employees of all duties—including the obligation that an employee remain on call. A rest
5 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
6 257, 273 (2016).

7 88. Pursuant to the applicable IWC Wage Order and California Labor Code section
8 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
9 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
10 required rest period was not authorized and permitted.

11 89. During the relevant time period, Defendants regularly failed to authorize and
12 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
13 per each four (4) hour period worked or major fraction thereof. As with meal periods,
14 Defendants’ company-wide practices, including understaffing/single-staffing and assigning
15 heavy workloads, and their requirement that employees respond to their personal mobile devices
16 at all times, including during rest periods, prevented Plaintiff and other non-party Aggrieved
17 Employees from being relieved of all duties to take rest periods. Additionally, Defendants failed
18 to schedule rest periods, which, coupled with Defendants’ failure to provide adequate rest period
19 coverage, further led to Plaintiff and other non-party Aggrieved Employees not being authorized
20 and permitted to take rest periods.

21 90. Furthermore, during the relevant time period, upon information and belief,
22 Defendants maintained a company-wide on-premises rest period policy, which effectively
23 required that Plaintiff and other non-party Aggrieved Employees remain on the premises during
24 their rest periods. Because Plaintiff and other non-party Aggrieved Employees were restricted
25 from leaving the premises during rest periods, they were denied the ability to use their rest
26 periods freely for their own purposes, such as running personal errands. Thus, Defendants
27 effectively maintained control over Plaintiff and other non-party Aggrieved Employees during
28 rest periods.

1 91. As a result of Defendants' practices and policies, Plaintiff and other non-party
2 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
3 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were
4 entitled. For example, Plaintiff had to forgo his rest periods altogether due to heavy workload
5 and lack of coverage.

6 92. Defendants have also engaged in a company-wide practice and/or policy of not
7 paying rest period premiums owed when compliant rest periods are not authorized and
8 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
9 Employees have not received premium pay for all missed rest periods. As a result, Defendants
10 denied Plaintiff and other non-party Aggrieved Employees rest periods and failed to pay them
11 rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable
12 IWC Wage Order.

13 93. Defendants' conduct violates the applicable IWC Wage Order and California
14 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees
15 are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
16 2699(a), (f), and (k).

17 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
18 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

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

24 95. During the relevant time period, Defendants have knowingly and intentionally
25 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
26 inaccurate wage statements. For example, Defendants issued uniform wage statements to
27 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
28 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during

1 the pay period, including rates of pay for overtime wages, and the corresponding number of
2 hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
3 226(a)(2), 226(a)(5), and 226(a)(9).

4 96. Because Defendants did not record the time Plaintiff and other non-party
5 Aggrieved Employees spent working off-the-clock and deducted time from their records for
6 meal periods that were interrupted and/or missed (and therefore time for which they should have
7 been paid), Defendants did not list the correct amount of gross wages and net wages earned by
8 Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and
9 section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the
10 total number of hours worked by Plaintiff and other non-party Aggrieved Employees, in
11 violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during
12 the pay period and the corresponding accurate number of hours worked at each hourly rate, in
13 violation of section 226(a)(9).

14 97. The wage statement deficiencies also include, among other things, failing to list
15 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
16 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
17 which aggrieved employees were paid; failing to list the name of the employee and only the last
18 four digits of his or her social security number or an employee identification number other than
19 a social security number; failing to list the name and address of the legal entity that is the
20 employer; and/or failing to state all hours worked as a result of not recording or stating hours
21 worked off-the-clock.

22 98. California Labor Code section 1174(d) provides that “[e]very person employing
23 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
24 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
27 applicable piece rate paid to, employees employed at the respective plants or
28 establishments” Labor Code section 1174.5 provides that employers are subject to a \$500

1 civil penalty if they fail to maintain accurate and complete records as required by section
2 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), Defendants
3 willfully failed to maintain accurate payroll records for Plaintiff and other non-party Aggrieved
4 Employees showing the daily hours they worked and the wages paid thereto as a result of failing
5 to record the off-the-clock hours that they worked.

6 99. California Labor Code section 1198 provides that the maximum hours of work
7 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
8 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
9 of any employees for longer hours than those fixed by the order or under conditions of labor
10 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
11 are required to keep accurate time records showing when the employee begins and ends each
12 work period and meal period. During the relevant time period, Defendants engaged in company-
13 wide practices and/or policies of failing to record actual hours worked, and thereby failed, on a
14 company-wide basis, to keep accurate records of work period and meal period start and end
15 times for Plaintiff and other non-party Aggrieved Employees, in violation of section 1198.
16 Furthermore, in light of Defendants’ failure to provide Plaintiff and other non-party Aggrieved
17 Employees with second 30-minute meal periods to which they were entitled, Defendants kept
18 no records of meal start and end times for second meal periods.

19 100. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
20 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
21 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

22 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

23 **VIOLATION OF LABOR CODE SECTION 204**

24 101. At all relevant times herein set forth, California Labor Code section 204 requires
25 that all wages earned by any person in any employment between the 1st and the 15th days,
26 inclusive, of any calendar month, other than those wages due upon termination of an employee,
27 are due and payable between the 16th and the 26th day of the month during which the labor was
28 performed. Labor Code section 204 further provides that all wages earned by any person in any

1 employment between the 16th and the last day, inclusive, of any calendar month, other than
2 those wages due upon termination of an employee, are due and payable between the 1st and the
3 10th day of the following month.

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

10 103. During the relevant time period, Defendants willfully failed to pay Plaintiff and
11 other non-party Aggrieved Employees all wages due to them including, but not limited to,
12 overtime wages, minimum wages, and/or meal and rest period premiums, within any time period
13 specified by California Labor Code section 204.

14 104. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
15 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

16 **FAILURE TO PAY WAGES UPON TERMINATION**

17 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

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

25 106. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
26 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
27 above, including but not limited to, overtime wages, minimum wages, and/or meal and rest
28 period premiums, either at the time of discharge, or within seventy-two (72) hours of their

1 leaving Defendants' employ.

2 107. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
3 who are no longer employed by Defendants their wages earned and unpaid at the time of
4 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor
5 Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore
6 entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and
7 (k).

8 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

9 **VIOLATION OF LABOR CODE SECTION 2802**

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

23 109. First, during the relevant time period, Defendants, on a company-wide basis,
24 required that Plaintiff and other non-party Aggrieved Employees use their personal mobile
25 devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job
26 duties, but failed to fully reimburse them for the costs of their work-related mobile device
27 expenses. For example, Plaintiff and other non-party Aggrieved Employees were required to use
28 their personal mobile devices and mobile data for work-related tasks, including responding to

1 phone calls and text messages from management and co-workers, and recording hours worked on
2 a timekeeping application that they had to download. Although Defendants required Plaintiff
3 and other non-party Aggrieved Employees to utilize their personal mobile devices and/or mobile
4 data to carry out their work-related responsibilities, Defendants failed to reimburse them for
5 their costs incurred.

6 110. Second, Defendants had a company-wide policy of requiring Plaintiff and other
7 non-party Aggrieved Employees to utilize their own personal vehicles to carry out company
8 business, but failed to reimburse them for all costs of travel, including mileage. For example,
9 Plaintiff was required to drive to various locations in Long Beach, California to make deliveries,
10 and for mandatory meetings to Defendants' store locations between 5 to 18 miles away, such as
11 Buena Park, Commerce, Compton, and Wilmington, California. Although Defendants required
12 Plaintiff and other non-party Aggrieved Employees to utilize their own vehicles to carry out their
13 work-related responsibilities, Defendants did not reimburse them for their travel expenses.

14 111. Third, during the relevant time period, Defendants required Plaintiff and other non-
15 party Aggrieved Employees to purchase tools that were necessary for the completion of their
16 work-related duties. For example, during his employment, Plaintiff spent about \$200 to purchase
17 two (2) power drills because Defendants failed to provide him with these tools, which were
18 necessary to complete his assigned duties. Although Defendants required Plaintiff and other non-
19 party Aggrieved Employees to purchase and use their own tools in the performance of their duties,
20 it did not reimburse them for these expenses.

21 112. Fourth, during the relevant time period, Defendants, on a company-wide basis,
22 required Plaintiff and other non-party Aggrieved Employees to wear uniforms bearing the
23 company's logo, including a shirt. However, Defendants did not provide their employees with
24 sufficient uniforms to wear for their shifts throughout the week. Because Defendants failed to
25 provide Plaintiff and other non-party Aggrieved Employees with an adequate number of uniform
26 shirts in relation to their scheduled shifts and for the tasks they were required to perform, Plaintiff
27 and other non-party Aggrieved Employees had to wash their uniforms more frequently than they
28 otherwise do laundry, and incur expenses in doing so. Thus, Defendants failed to maintain

1 uniforms they required Plaintiff and other non-party Aggrieved Employees to wear during their
2 shifts and forced them to incur the cost of maintaining employee uniforms.

3 113. Defendants could have provided Plaintiff and other non-party Aggrieved
4 Employees with company mobile devices, company vehicles, tools, an adequate number of
5 uniform items, and access to laundering services. Or, Defendants could have reimbursed
6 employees for the costs of their mobile device usage, mileage, travel expenses, tools, and
7 laundering expenses or provided a uniform maintenance allowance. Instead, Defendants passed
8 these operating costs onto Plaintiff and other non-party Aggrieved Employees. At all relevant
9 times, Plaintiff did not earn at least two (2) times the minimum wage.

10 114. Defendants' company-wide policy and/or practice of not reimbursing employees
11 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-
12 party Aggrieved Employees violates California Labor Code section 2802. Plaintiff and other
13 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
14 Labor Code sections 2699(a), (f), and (k).

15 **REQUEST FOR JURY TRIAL**

16 Plaintiff requests a trial by jury.

17 **PRAYER FOR RELIEF**

18 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
19 judgment against Defendants, jointly and severally, as follows:

20 1. For civil penalties, injunctive relief, and attorneys' fees in excess of twenty-five
21 thousand dollars (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a
22 different amount.

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

24 2. That the Court declare, adjudge and decree that Defendants violated the
25 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
26 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
27 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
28 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and

1 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
2 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned wages
3 during employment); 201 and 202 (by failing to timely pay all earned wages upon termination);
4 and 2802 (by failing to reimburse business expenses);

5 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
6 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202,
7 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

8 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
9 2699(k) to bring Defendants into compliance with the requirements of the applicable IWC Wage
10 Order and California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
11 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

12 5. For attorneys' fees and costs pursuant to California Labor Code section
13 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
14 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
15 1197, 1198, and 2802;

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

17 7. For such other and further relief as the Court may deem equitable and
18 appropriate.

19
20 Dated: April 2, 2025

Respectfully submitted,

21 Capstone Law APC

22
23 By: 

24 Bevin Allen Pike
25 Daniel S. Jonathan
26 Trisha K. Monesi
27 Shealene P. Mancuso

28 Attorneys for Plaintiff DaShon Lee

EXHIBIT “1”



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January 23, 2025

VIA ONLINE SUBMISSION

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

Subject: *DaShon Lee v. Staffpay, LLC dba Emplcity, et al.*

Dear PAGA Administrator:

This office represents DaShon Lee in connection with his claims under the California Labor Code. Mr. Lee was an employee of STAFFPAY, LLC dba EMPLICIT; ECLIPSE RTO, LLC; EMPLICIT ADMINISTRATIVE SERVICES, LLC; and/or RENT-A-CENTER WEST, INC. ("RAC").

The employers may be contacted directly at the addresses below:

STAFFPAY, LLC
1475 S. PRICE RD
CHANDLER, AZ 85286

ECLIPSE RTO, LLC
7250 DALLAS PARKWAY SUITE 800
PLANO, TX 75024

EMPLICIT ADMINISTRATIVE SERVICES, LLC
1475 S. PRICE RD
CHANDLER, AZ 85286

RENT-A-CENTER WEST, INC.
5501 HEADQUARTERS DR.
PLANO, TX 75024

Mr. Lee intends to seek civil penalties, attorneys' 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"). Mr. Lee seeks relief on behalf of himself, the State of California, and other persons who are or were employed by RAC 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.

RAC employed Mr. Lee as an hourly paid, non-exempt employee from approximately 2005 to September 2024. Throughout his employment, Mr. Lee was an Account Representative, Assistant Manager, and, most recently, Store Manager. Mr. Lee worked for RAC at one of their Rent-A-Center stores (located at 141 East Willow Street, Long Beach, California 90806). During his employment, Mr. Lee typically worked ten (10) or more hours per day and five (5) days per week.

At the time his employment ended, Mr. Lee was compensated approximately \$24.25 per hour. His job duties included, without limitation, providing customer service, making sales, facilitating the return of merchandise, delivering and assembling furniture, ordering merchandise, and taking inventory.

RAC committed each of the following Labor Code violations against Mr. Lee, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

RAC’s Company-Wide and Uniform Payroll and HR Practices

STAFFPAY, LLC dba EMPLICIT and EMPLICIT ADMINISTRATIVE SERVICES, LLC are California limited liability companies. ECLIPSE RTO, LLC is a Texas limited liability company and RENT-A-CENTER WEST, INC. is a Delaware corporation. Together, they operate a chain of Rent-A-Center franchise stores, which sell furniture, appliances, electronics, and other name-brand items on a rent-to-own basis, with approximately 99 locations in California. Upon information and belief, RAC maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Chandler, Arizona or Plano, Texas, for all non-exempt, hourly paid employees working for RAC in California, including Mr. Lee and other aggrieved employees. At all relevant times, RAC issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Lee and other aggrieved employees, regardless of their location or position.

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

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

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

¹ These facts, theories, and claims are based on Mr. Lee’s experience and counsel’s review of those records currently available relating to Mr. Lee’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, Mr. Lee reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

During the relevant time period, RAC willfully failed to pay all overtime wages owed to Mr. Lee and other aggrieved employees. During the relevant time period, Mr. Lee 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 worked were not recorded.

First, during the relevant time period, upon information and belief, RAC had a policy and/or practice of discouraging and impeding Mr. Lee 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. On information and belief, this policy of limiting overtime, coupled with RAC's practices of understaffing and/or single-staffing and assigning heavy workloads (*see infra*), led Mr. Lee and other aggrieved employees to work off-the-clock before and after their scheduled shift times in order to complete assigned tasks. For example, Mr. Lee was required to respond to phone calls and text messages from managers and co-workers regarding work-related matters before the start of his shifts and after clocking out at the end of his shifts. As another example, on several occasions, Defendants' management required Mr. Lee to travel to mandatory meetings while off-the-clock in various cities up to an hour's drive away, such as City of Commerce, Compton, Orange, and Buena Park, California. Defendants did not allow him to record this time worked and thus he was not paid for the drive time. Additionally, on information and belief, Defendants' management would alter and/or falsify time records to shave off time that Plaintiffs spent working in order to limit overtime accrual. This off-the-clock work could have been recorded by RAC, but it refused to do so to avoid payment of additional wages to Mr. Lee and other aggrieved employees.

Second, RAC had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including pressuring employees to meet productivity quotas. In particular, RAC pressured Mr. Lee and other aggrieved employees to make a certain number of sales per day and/or per week and to achieve certain metrics for collecting merchandise from customers, resulting in a failure to provide Mr. Lee and other aggrieved employees with adequate meal period coverage. Also, RAC systematically, and on a company-wide basis, understaffed its store locations, including by adopting a single-staffing model for some of its positions, whereby only one (1) employee was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods.

RAC also had a practice of failing to schedule meal periods, which further caused Mr. Lee and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, due to the lack of coverage, Mr. Lee regularly worked through his meal periods or had them interrupted to assist employees and customers, take phone calls, or make deliveries. However, RAC did not compensate Mr. Lee and other aggrieved employees for the time they spent working off the clock during unpaid meal periods.

Third, because RAC frowned upon employees accruing meal period premiums, RAC pressured Mr. Lee and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, often on threat of discipline, even when they did not receive a compliant meal period. For example, Mr. Lee's manager required him to record compliant meal periods, even if he was too busy with his workload due to understaffing, including single-staffing, in order to take a compliant meal period.

Thus, RAC did not record all hours worked during meal periods and Mr. Lee and other aggrieved employees performed work during meal periods for which they were not paid.

Fourth, RAC maintained a company-wide on-premises meal period policy, which effectively required that Mr. Lee and other aggrieved employees remain on the premises during their unpaid meal periods. Because Mr. Lee and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, RAC maintained control over Mr. Lee and other aggrieved employees during their unpaid meal periods.

Moreover, RAC had, and continue to have, a company-wide policy and/or practice of requiring that Mr. Lee and other aggrieved employees respond to their personal mobile devices at all times, including during unpaid meal periods. For example, RAC's management regularly contacted Mr. Lee on his personal cellular phone during meal periods to discuss work-related matters.

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

RAC's failure to pay Mr. Lee 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. Mr. Lee and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAC into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11070(2)(H) (defining "Hours Worked").

First, as set forth above, due to RAC's company-wide policies and/or practices of limiting the amount of overtime employees could accrue, RAC failed to pay Mr. Lee and other aggrieved employees for work performed before and after their scheduled shifts, including, but not limited to, responding to phone calls and text messages regarding work-related matters and traveling to mandatory meetings. Additionally, as set forth above, on information and belief, RAC's management would alter and/or falsify time records to shave off time Mr. Lee and other aggrieved employees spent working in order to limit overtime accrual. As a result, RAC failed to track this time Mr. Lee and other aggrieved employees spent working off-the-clock, and Mr. Lee and other aggrieved employees received no compensation for this time.

Second, as also stated above, due to RAC's company-wide practices of understaffing and/or single-staffing certain positions, assigning heavy workloads (including productivity quotas), failing to schedule meal periods, requiring employees to remain on the premises during meal periods, and requiring employees to respond to managers' communications on their personal mobile devices at all times, Mr. Lee and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work during their meal periods, time for which they were not paid.

Third, as stated, in order to limit meal period premiums that RAC would otherwise owe, RAC pressured Mr. Lee and other aggrieved employees to clock out for meal periods, often on threat of discipline, even when they did not receive a compliant meal period. Thus, RAC systematically failed to pay Mr. Lee and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

RAC did not pay at least minimum wages for all hours worked by Mr. Lee and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, RAC 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, RAC regularly failed to pay at least minimum wages to Mr. Lee 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. Mr. Lee and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAC into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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

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

First, during the relevant time period, as stated, RAC had, and continues to have, company-wide policies and/or practices of understaffing and/or single-staffing while assigning heavy workloads, including pressuring employees to meet productivity quotas, which has resulted in a lack of meal period coverage and prevented Mr. Lee and other aggrieved employees from taking all timely,

uninterrupted meal periods to which they were entitled. Further, as stated, RAC had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Lee and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, as stated, Mr. Lee's meal periods were regularly missed or interrupted to assist employees and customers, take phone calls, or make deliveries, due to the lack of coverage.

Second, as stated, in order to limit meal period premiums that RAC would otherwise owe, RAC pressured Mr. Lee and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, often on threat of discipline. For example, as stated above, RAC's management pressured Mr. Lee and other aggrieved employees to record compliant meal periods when they had not, in fact, received these timely, uninterrupted meal periods.

Third, as also stated, during the relevant time period, RAC maintained and implemented a company-wide on-premises meal period policy for employees, which effectively required that Mr. Lee and other aggrieved employees remain on the work premises during meal periods. Because Mr. Lee and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, RAC maintained control over Mr. Lee and other aggrieved employees during meal periods. Moreover, as stated, RAC had a company-wide policy and/or practice of requiring that Mr. Lee and other aggrieved employees respond to communications from management on their personal mobile devices at all times, including during meal periods. For example, Mr. Lee's meal periods were interrupted numerous times by his managers' phone calls and/or text messages to his personal cellular phone.

Fourth, Mr. Lee and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during his employment, Mr. Lee worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Mr. Lee 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.

At all times herein mentioned, RAC knew or should have known that, as a result of these policies, Mr. Lee and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. RAC further knew or should have known that it did not pay Mr. Lee and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Moreover, RAC engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Lee and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, RAC failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Lee and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAC into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

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

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, RAC regularly failed to authorize and permit Mr. Lee 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, RAC's company-wide policies and practices, including understaffing/single-staffing and assigning heavy workloads, and their requirement that employees respond to their personal mobile devices at all times, including during rest periods, prevented Mr. Lee and other aggrieved employees from being able to take rest periods. RAC also failed to schedule rest periods, which, coupled with RAC's failure to provide adequate rest period coverage, further led to Mr. Lee and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, during the relevant time period, on information and belief, RAC maintained a company-wide on-premises rest period policy, which effectively required that Mr. Lee and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Lee and 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, RAC effectively maintained control over Mr. Lee and other aggrieved employees during rest periods.

As a result of RAC's practices and policies, Mr. Lee 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 rest periods to which they were entitled. For example, Mr. Lee had to forgo his rest periods altogether due to heavy workload and lack of coverage.

RAC has also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Lee and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, RAC failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Lee and other aggrieved employees are entitled to recover

civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAC into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

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

Because RAC did not record the time Mr. Lee and 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), RAC did not list the correct amount of gross wages and net wages earned by Mr. Lee and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, RAC failed to accurately list the total number of hours worked by Mr. Lee 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).

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 name and 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 hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees

employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), RAC willfully failed to maintain accurate payroll records for Mr. Lee 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, RAC engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Lee and other aggrieved employees, in violation of section 1198. Furthermore, in light of RAC’s failure to provide Mr. Lee and other aggrieved employees with second 30-minute meal periods to which they were entitled, RAC kept no records of meal start and end times for second meal periods.

Because RAC failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Lee 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, Mr. Lee 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.

Mr. Lee and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring RAC into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

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, RAC willfully failed to pay Mr. Lee and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

Mr. Lee and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAC into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

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.

On information and belief, RAC has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, on information and belief, Mr. Lee resigned on September 20, 2024, and received his final paycheck on or around October 1, 2024. Thus, RAC failed to pay Mr. Lee his final wages within the requisite time limit, in violation of California Labor Code section 202.

Additionally, during the relevant time period, RAC willfully failed to pay Mr. Lee and other aggrieved employees who are no longer employed by RAC the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving RAC's employ.

Mr. Lee and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAC into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

First, during the relevant time period, RAC, on a company-wide basis, required that Mr. Lee 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 fully reimburse them for

the costs of their work-related mobile device expenses. For example, Mr. Lee and other aggrieved employees were required to use their personal mobile devices and mobile data for work-related tasks, including responding to phone calls and text messages from management and co-workers, and recording hours worked on a timekeeping application that they had to download. Although RAC required Mr. Lee and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, RAC failed to fully reimburse them for these costs.

Second, RAC had a company-wide policy of requiring Mr. Lee and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, Mr. Lee was required to drive to various locations in Long Beach, California to make deliveries, and for mandatory meetings to RAC's store locations between 5 to 18 miles away, such as Buena Park, Commerce, Compton, and Wilmington, California. Although RAC required Mr. Lee and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, RAC did not reimburse them for their travel expenses.

Third, during the relevant time period, RAC required Mr. Lee and other aggrieved employees to purchase tools that were necessary for the completion of their work-related duties. For example, during his employment, Mr. Lee spent about \$200 to purchase two (2) power drills because RAC failed to provide him with these tools, which were necessary to complete his assigned duties. Although RAC required Mr. Lee and other aggrieved employees to purchase and use their own tools in the performance of their duties, it did not reimburse them for these expenses.

Fourth, during the relevant time period, RAC, on a company-wide basis, required Mr. Lee and other aggrieved employees to wear uniforms bearing the company's logo, including a shirt. However, RAC did not provide their employees with sufficient uniforms to wear for their shifts throughout the week. Because RAC failed to provide Mr. Lee and other aggrieved employees with an adequate number of uniform shirts in relation to their scheduled shifts and for the tasks they were required to perform, Mr. Lee and other aggrieved employees had to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. Thus, RAC failed to maintain uniforms they required Mr. Lee and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

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

Thus, RAC 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. Mr. Lee and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring RAC into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

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.” RAC, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Lee’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Lee seeks the remedies set forth in Labor Code section 558 for himself, 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(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Lee acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against RAC 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, and 2802.

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

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

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

Best Regards,

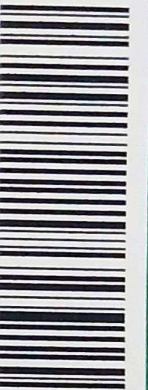


Sairah Budhwani

Copy: STAFFPAY, LLC (via U.S. Certified Mail); ECLIPSE RTO, LLC (via U.S. Certified Mail); EMLICITY ADMINISTRATIVE SERVICES, LLC (via U.S. Certified Mail); RENT-A-CENTER WEST, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

7022 2410 0000 2265 1394



STAFFPAY, LLC
1475 S. PRICE RD
CHANDLER, AZ 85286

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STAFFPAY, LLC
1475 S. PRICE RD
CHANDLER, AZ 85286



9590 9402 7706 2122 1527 39

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- ☐ Collect on Delivery Restricted Delivery
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- ☐ Signature Confirmation Restricted Delivery

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☐ Return Receipt (electronic)

Postmark

City

State

Zip

STAFFPAY, LLC
1475 S. PRICE RD
CHANDLER, AZ 85286

City

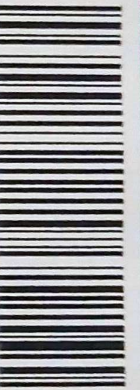
State

Zip

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

See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2265 1400

ECLIPSE RTO, LLC
7250 DALLAS
PARKWAY SUITE 800
PLANO, TX 75024

7022 2410 0000 2265 1400

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LEE V. ECLIPSE

ECLIPSE RTO, LLC
7250 DALLAS
PARKWAY SUITE 800
PLANO, TX 75024

Post \$
Total \$
Sent \$
Sifted \$
City:

PS Form 3800, April 2015 PSN 7530-02-000-9017

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ECLIPSE RTO, LLC
7250 DALLAS
PARKWAY SUITE 800
PLANO, TX 75024



9590 9402 7706 2122 1527 53

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1400

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

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A. Signature

X

Received by (Printed Name)

☐ Agent
☐ Addressee

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

C. Date of Delivery

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

(over 3500) Restricted Delivery

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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2265 1417

EMPLICITY ADMINISTRATIVE
SERVICES, LLC
1475 S. PRICE RD
CHANDLER, AZ 85286

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.

EMPLICITY ADMINISTRATIVE
SERVICES, LLC
1475 S. PRICE RD
CHANDLER, AZ 85286



9590 9402 7706 2122 1527 46

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1417

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

- Service Type
- | | |
|--|---|
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| ☐ 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 | |

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Postmark

EMPLICITY ADMINISTRATIVE
SERVICES, LLC
1475 S. PRICE RD
CHANDLER, AZ 85286

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

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2265 1424

RENT-A-CENTER WEST, INC.
5501 HEADQUARTERS DR.
PLANO, TX 75024

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.

RENT-A-CENTER WEST, INC.
5501 HEADQUARTERS DR.
PLANO, TX 75024



9590 9402 7706 2122 1527 22

7022 2410 0000 2265 1424

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

Service Type

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

Delivery Restricted Delivery

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

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☒ Return Receipt (hardcopy)

\$

☐ Return Receipt (electronic)

\$

☐ Cert

☐ Adult

☐ Adult

Postage

\$

Total P

Sent To

Street a

City, St

RENT-A-CENTER WEST, INC.
5501 HEADQUARTERS DR.
PLANO, TX 75024

Postmark

LEE V.
ECLIPSE

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

See Reverse for Instructions

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RENT-A-CENTER WEST, INC.
5501 HEADQUARTERS DR.
PLANO, TX 75024



9590 9402 7706 2122 1527 22

2. Article Number (Transfer from item 1)
 7022 2410 0000 2265 1424

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ *Taylor* ☐ 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

- | | |
|--|---|
| 1. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Registered Mail Restricted Delivery (over \$500) | ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery |
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PS Form 3811, July 2020 PSN 7530-02-000-9053

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**ECLIPSE RTO, LLC
7250 DALLAS
PARKWAY SUITE 800
PLANO, TX 75024**



9590 9402 7706 2122 1527 53

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1400

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
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- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
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STAFFPAY, LLC
1475 S. PRICE RD
CHANDLER, AZ 85286



9590 9402 7706 2122 1527 39

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7022 2410 0000 2265 1394

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

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A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

Kimberly V. bc 2/19

C. Date of Delivery

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Service Type

- | | |
|--|---|
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| ☐ 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 | |
| ☐ Registered Mail Restricted Delivery (\$500) | |

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