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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By Taylor Crandall, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

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

Plaintiff,

vs.

LECORNU ENTERPRISES II, INC., a
California corporation; LECORNU
ENTERPRISES, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2022-00028430-CU-OE-CTL

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

- (1) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (2) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (3) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (4) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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

Jury Trial Demanded

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

4 JURISDICTION AND VENUE

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

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

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

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

10 **THE PARTIES**

11 4. Plaintiff Myiah Dorado is a resident of Vista, in San Diego County, California.
12 Defendants employed Plaintiff as an hourly paid, non-exempt Crew Member from
13 approximately June 2021 to May 2022. Plaintiff worked for Defendants at their McDonald's
14 restaurant location at 3517 Cannon Road in Oceanside, California. During her employment,
15 Plaintiff typically worked four (4) or more hours per day and five (5) days per week. Plaintiff's
16 primary job duties included, without limitation, cashiering, grilling and cooking food, preparing
17 customer orders, and mopping and sweeping the kitchen area.

18 5. LECORNU ENTERPRISES II, INC. was and is, upon information and belief, a
19 California corporation, and at all times hereinafter mentioned, an employer whose employees
20 are engaged throughout this county and the State of California.

21 6. LECORNU ENTERPRISES, INC. was and is, upon information and belief, a
22 California corporation, and at all times hereinafter mentioned, an employer whose employees
23 are engaged throughout this county and the State of California.

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

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1 8. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
2 were the partners, agents, owners, or managers of LECORNU ENTERPRISES II, INC. and
3 LECORNU ENTERPRISES, INC., at all relevant times.

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

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

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

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

1 13. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
2 Defendants, and each of them, have acted as joint employees with respect to Plaintiff and class
3 members because Defendants have:

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

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

22 15. LECORNU ENTERPRISES II, INC.; LECORNU ENTERPRISES, INC.; and/or
23 DOES 1 through 10 are therefore alter egos of each other.

24 16. Adherence to the fiction of the separate existence of Defendants would permit an
25 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
26 liability for the wrongful acts committed by them under the name LECORNU.

27 17. Plaintiff further alleges, upon information and belief, that the Defendants
28 LECORNU ENTERPRISES II, INC. and LECORNU ENTERPRISES, 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/>), LECORNU ENTERPRISES II, INC. and LECORNU ENTERPRISES, INC. share the same entity and/or mailing address of "3288 ADAMS AVENUE #16825 SAN DIEGO, CA 92176";
- (b) According to their most recent "Statement of Information" forms filed with the California Secretary of State, LECORNU ENTERPRISES II, INC. and LECORNU ENTERPRISES, INC. share the same Agent for Service of Process, Mike Allen;
- (c) Based on the Statement of Information forms filed with the California Secretary of State, LECORNU ENTERPRISES II, INC. and LECORNU ENTERPRISES, INC. share the same officers and/or directors, including, but not limited to, Christopher LeCornu, who serves as Chief Executive Officer, Secretary, Chief Financial Officer, and Director of both LECORNU ENTERPRISES II, INC. and LECORNU ENTERPRISES, INC.; and
- (d) On information and belief, LECORNU ENTERPRISES II, INC. and LECORNU ENTERPRISES, INC. utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

18. Defendants operate at least six (6) McDonald's restaurant franchise locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in San Diego, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

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1 19. In particular, Plaintiff and class members, on information and belief, received
2 the same standardized documents and/or written policies. Upon information and belief, the
3 usage of standardized documents and/or written policies, including new-hire documents,
4 indicate that Defendants dictated policies at the corporate level and implemented them
5 company-wide, regardless of their employees' assigned locations or positions. Upon
6 information and belief, Defendants set forth uniform policies and procedures in several
7 documents provided at an employee's time of hire.

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

16 21. Defendants continue to employ non-exempt or hourly paid employees in
17 California.

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

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

24 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to meal periods in accordance
26 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
27 additional hour of pay at their regular rates of pay when they were not provided with timely,
28 uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not

provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

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

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

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

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

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

1 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to timely payment of all
3 wages earned upon termination of employment. In violation of the California Labor Code,
4 Plaintiff and class members did not receive payment of all wages due, including, but not limited
5 to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible
6 time periods.

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

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

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

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

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1 calendar days of the postmark date of the aggrieved employee's notice,
2 the aggrieved employee may commence a civil action pursuant to
3 California Labor Code section 2699 to recover civil penalties.

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

7 (a) The aggrieved employee or representative shall give written notice by
8 online filing with the LWDA and by certified mail to the employer of the
9 specific provisions of the California Labor Code alleged to have been
10 violated (other than those listed in Section 2699.5), including the facts
11 and theories to support the alleged violation.

12 (b) An aggrieved employee's notice filed with the LWDA pursuant to
13 2699.3(c) and any employer response to that notice shall be accompanied
14 by a filing fee of seventy-five dollars (\$75).

15 (c) The employer may cure the alleged violation within thirty-three (33)
16 calendar days of the postmark date of the notice sent by the aggrieved
17 employee or representative. The employer shall give written notice
18 within that period of time by certified mail to the aggrieved employee or
19 representative and by online filing with the LWDA if the alleged violation
20 is cured, including a description of actions taken, and no civil action
21 pursuant to Section 2699 may commence. If the alleged violation is not
22 cured within the 33-day period, the aggrieved employee may commence
23 a civil action pursuant to Section 2699.

24 40. On July 27, 2022, Plaintiff provided written notice by online filing to the LWDA
25 and by Certified Mail to Defendants of the specific provisions of the California Labor Code
26 alleged to have been violated, including facts and theories to support the alleged violations, in
27 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
28 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA

1 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case
2 Number LWDA-CM-897964-22. A true and correct copy of Plaintiff's written notice to the
3 LWDA and Defendants is attached hereto as "Exhibit 1."

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

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

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

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

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

26 46. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
27 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
28 private attorney general, seeks assessment and collection of civil penalties for herself, all other

aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

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

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

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

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

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

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

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

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

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

- (a) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (b) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (c) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40)

hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;

(d) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;

(e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);

(f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);

(g) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;

(h) Whether Defendants failed to timely pay overtime wages, minimum wages, and/or meal and rest period premiums to Plaintiff and class members during their employment;

(i) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;

(j) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;

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

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

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

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- 1 (a) Numerosity: The class members are so numerous that joinder of all
2 members would be unfeasible and impractical. The membership of the
3 entire class is unknown to Plaintiff at this time; however, the class is
4 estimated to be greater than one hundred (100) individuals and the
5 identity of such membership is readily ascertainable by inspection of
6 Defendants' employment records.
- 7 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
8 the interests of each class member with whom she has a well-defined
9 community of interest, and Plaintiff's claims (or defenses, if any) are
10 typical of all class members as demonstrated herein.
- 11 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
12 the interests of each class member with whom she has a well-defined
13 community of interest and typicality of claims, as demonstrated herein.
14 Plaintiff acknowledges that she has an obligation to make known to the
15 Court any relationship, conflicts or differences with any class member.
16 Plaintiff's attorneys, the proposed class counsel, are versed in the rules
17 governing class action discovery, certification, and settlement. Plaintiff
18 has incurred, and throughout the duration of this action, will continue to
19 incur costs and attorneys' fees that have been, are, and will be necessarily
20 expended for the prosecution of this action for the substantial benefit of
21 each class member.
- 22 (d) Superiority: The nature of this action makes the use of class action
23 adjudication superior to other methods. A class action will achieve
24 economies of time, effort, and expense as compared with separate
25 lawsuits, and will avoid inconsistent outcomes because the same issues
26 can be adjudicated in the same manner and at the same time for the entire
27 class.

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

10 **FIRST CAUSE OF ACTION**

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

12 **Violations**

13 **(Against all Defendants)**

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

16 56. California Labor Code section 512(a) provides that an employer may not require,
17 cause, or permit an employee to work for a period of more than five (5) hours per day without
18 providing the employee with a meal period of not less than thirty (30) minutes, except that if
19 the total work period per day of the employee is not more than six (6) hours, the meal period
20 may be waived by mutual consent of both the employer and the employee. Under California
21 law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior*
22 *Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

23 57. California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no
24 employer shall require an employee to work during any meal period mandated by an applicable
25 order of the IWC.

26 58. Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also
27 require employers to provide a second meal period of not less than thirty (30) minutes if an
28 employee works over ten (10) hours per day or to pay an employee one (1) additional hour of

1 pay at the employee's regular rate, except that if the total hours worked is no more than twelve
2 (12) hours, the second meal period may be waived by mutual consent of the employer and the
3 employee only if the first meal period was not waived.

4 59. Defendants had, and continue to have, a company-wide policy and/or practice of
5 strictly staffing their restaurant locations based on the labor hours allocated by each location's
6 labor or payroll budget set by corporate. Defendants' uniform use of labor budgets has resulted
7 in chronic understaffing and a lack of adequate meal period coverage, because there were too
8 few employees on duty to handle the workload and attend to customers. Because Defendants
9 did not employ or staff a sufficient number of employees to meet customer demand and
10 productivity expectations, which included meeting a 90-second time target/goal for drive-thru
11 customers, there was no one available to relieve employees needing meal period coverage, and
12 Plaintiff and class members were not always afforded timely, uninterrupted 30-minute meal
13 periods during shifts when they were entitled to receive a meal period. Moreover, Defendants
14 have a practice of failing to schedule meal periods, which further caused Plaintiff and class
15 members to not be relieved of their duties for compliant meal periods.

16 60. As a result, Plaintiff and class members had to work through all or part of their
17 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
18 before taking meal periods. For example, Plaintiff was frequently required to take her meal
19 periods late after having worked in excess of five (5) hours or more into her shift in order to
20 meet the restaurant's customer demand. Moreover, Plaintiff's meal periods were regularly
21 interrupted by her supervisors and cut short in order to assist her coworkers or customers.

22 61. Moreover, Defendants' company-wide timekeeping system prevented Plaintiff
23 and class members from recording when their meal periods were shortened or interrupted,
24 because the system locked out Plaintiff and class members once they clocked out for a meal
25 period, and would not permit them to clock back in from a meal period until 30 minutes had
26 elapsed. Plaintiff and class members did not sign valid meal period waivers on days that they
27 were entitled to meal periods and were not relieved of all duties.

28 ///

62. At all times mentioned herein, Defendants knew or should have known that as a result of their policies, Plaintiff and class members were not actually relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or should have known that they did not pay Plaintiff and class members meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

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

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

SECOND CAUSE OF ACTION

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

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

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

67. At all relevant times, 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

1 (3 ½) hours.

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

13 69. Defendants regularly failed to authorize and permit Plaintiff and class members
14 to take a ten (10) minute rest period per each four (4) hour period worked or major fraction
15 thereof. As with meal periods, Defendants’ company-wide use of labor budgeting and/or
16 limited payroll allocation, understaffing, and assigning heavy workloads resulted in a lack of
17 rest period coverage and prevented Plaintiff and class members from being relieved of all duty
18 in order to take compliant rest periods. Defendants also failed to schedule rest periods, which,
19 coupled with Defendants’ failure to provide adequate rest period coverage, further led to
20 Plaintiff and class members not being authorized and permitted to take rest periods.

21 70. Furthermore, upon information and belief, Defendants maintained a company-
22 wide on-premises rest period policy, which effectively required that Plaintiff and class members
23 remain on or near Defendants’ premises during their rest periods. Because Plaintiff and class
24 members were restricted from leaving the premises during rest periods, they were denied the
25 ability to use their rest periods freely for their own purposes, such as running personal errands.
26 Thus, Defendants effectively maintained control over Plaintiff and class members during rest
27 periods.

28 ///

71. As a result of Defendants' practices and policies, Plaintiff and class members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Plaintiff and/or class members had to forego rest periods because the restaurant was busy, did not have coverage, and there was an expectation for all employees to work through their rest periods.

72. Defendants have 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, Plaintiff and class members have not received premium pay for all missed rest periods.

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

THIRD CAUSE OF ACTION

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

(Against all Defendants)

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

75. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

76. 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.

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

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

10 79. California Labor Code section 510 codifies the right to overtime compensation
11 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
12 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
13 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
14 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
15 the seventh (7th) day of work.

16 80. During the relevant time period, Defendants willfully failed to pay all overtime
17 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
18 members were not paid overtime premiums for all of the hours they worked in excess of eight
19 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours
20 in a week, because all hours worked were not recorded.

21 81. As set forth above, Defendants' company-wide policy and/or practice of labor
22 budgeting and/or limited payroll allocation has resulted in chronic understaffing and a lack of
23 meal period coverage, because there were too few employees on duty to handle the workload
24 and attend to customers. Because Defendants did not employ or staff a sufficient number of
25 employees to meet customer demand, there was no one available to relieve employees needing
26 meal period coverage, and Plaintiff and class members were not always afforded uninterrupted
27 30-minute meal periods during shifts when they were entitled to receive a meal period.
28 Moreover, as also stated, Defendants have a practice of failing to schedule meal periods, which

1 further caused Plaintiff and class members to not be relieved of their duties for compliant meal
2 periods. Consequently, Plaintiff and class members were required to work through and/or had
3 their unpaid meal periods interrupted in order to complete their assigned duties and handle
4 customer demand, time for which they were not paid.

5 82. Moreover, as stated, Defendants' timekeeping system prevented Plaintiff and
6 class members from recording all hours worked when their meal periods were shortened or
7 interrupted, because the system locked out Plaintiff and class members once they clocked out
8 for a meal period, and would not permit them to clock back in from a meal period until 30
9 minutes had elapsed. For example, Plaintiff's meal periods were sometimes interrupted or cut
10 short in order to assist customers or coworkers when the restaurant was busy, but she was unable
11 to clock back in until 30 minutes had elapsed. Thus, Defendants' timekeeping system further
12 prevented Plaintiff and class members from recording all hours worked when their meal periods
13 were shortened or interrupted.

14 83. This off-the-clock work could have been recorded by Defendants, but they
15 refused to do so to avoid payment of additional wages to Plaintiff and class members. Thus,
16 Defendants failed to track all of the time that employees spent performing work-related tasks
17 during meal periods, and Plaintiff and class members received no compensation for this time.

18 84. Defendants knew or should have known that, as a result of these company-wide
19 practices and/or policies, Plaintiff and class members were performing their assigned duties
20 during meal periods and while off-the-clock, and were suffered or permitted to perform work
21 for which they were not paid. Because Plaintiff and class members sometimes worked shifts of
22 eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock
23 work qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid
24 overtime wages for all of the overtime hours they actually worked.

25 85. Defendants' failure to pay Plaintiff and class members the balance of overtime
26 compensation, as required by California law, violates the provisions of California Labor Code
27 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
28 members are entitled to recover their unpaid overtime compensation, as well as interest, costs,

1 and attorneys' fees.

2 **FOURTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid**
4 **Minimum Wages**
5 **(Against all Defendants)**

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

8 87. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
9 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
10 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
11 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the
12 time during which an employee is subject to the control of an employer, and includes all the
13 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
14 Code Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

15 88. As set forth above, due to Defendants' company-wide practices of utilizing labor
16 budgets, understaffing, assigning heavy workloads, and failure to schedule meal periods,
17 Plaintiff and class members were impeded from taking all uninterrupted meal periods to which
18 they were entitled and were required to work during their meal periods, time for which they
19 were not paid. Also, as set forth above, Defendants systematically failed to pay Plaintiff and
20 class members for actual hours worked during unpaid meal periods, because Defendants'
21 timekeeping system locked out Plaintiff and class members for 30 minutes when they clocked
22 out for a meal period and would not permit them to clock back in from a meal period until 30
23 minutes had elapsed.

24 89. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
25 and class members. To the extent that these off-the-clock hours did not qualify for overtime
26 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
27 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

28 ///

90. As result, Defendants regularly failed to pay at least minimum wages to Plaintiff and class members for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

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

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

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

93. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members 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, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

94. Because Defendants did not record the time Plaintiff and Subclass members 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), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason,

1 Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass
2 members in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay
3 in effect during the pay period and corresponding accurate number of work hours worked at
4 each hourly rate in violation of section 226(a)(9).

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

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

23 97. California Labor Code section 1198 provides that the maximum hours of work
24 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
25 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
26 of any employees for longer hours than those fixed by the order or under conditions of labor
27 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
28 are required to keep accurate time records showing when the employee begins and ends each

1 work period and meal period. During the relevant time period, Defendants engaged in company-
2 wide practices and/or policies of failing to record actual hours worked, and thereby failed to
3 keep accurate records of work period and/or meal period start and stop times for Plaintiff and
4 Subclass members, in violation of section 1198.

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

9 **SIXTH CAUSE OF ACTION**

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

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

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

18 101. 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.

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

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

SEVENTH CAUSE OF ACTION

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

(Against all Defendants)

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

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

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

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

108. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages

1 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
2 calendar days following the close of the payroll period.

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

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

10 **EIGHTH CAUSE OF ACTION**

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

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

15 112. At all times herein set forth, California Labor Code section 2802 provides that
16 an employer must reimburse employees for all necessary expenditures and losses incurred by
17 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
18 to prevent employers from passing off their cost of doing business and operating expenses on
19 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
20 (2014). IWC Wage Order No. 5-2001 provides that: "[w]hen uniforms are required by the
21 employer to be worn by the employee as a condition of employment, such uniforms shall be
22 provided and maintained by the employer."

23 113. During the relevant time period, Defendants required Plaintiff and class members
24 to wear uniforms bearing the McDonald's company logo, including uniform t-shirts and hats.
25 However, Defendants did not provide their employees with sufficient uniforms to wear for their
26 shifts throughout the week. For example, Defendants only provided Plaintiff and class members
27 with two t-shirts and one hat at the time of hire. Because Defendants failed to provide Plaintiff
28 and class members with an adequate number of uniform items in relation to their scheduled

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

9 114. Defendants could have provided Plaintiff and class members with an adequate
10 number of uniforms or access to laundering services. Or, Defendants could have reimbursed
11 employees for their laundering expenses or provided a uniform maintenance allowance.
12 Instead, Defendants passed these operating costs off onto Plaintiff and class members.

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

17 116. Plaintiff and class members are entitled to recover from Defendants their
18 business-related expenses incurred during the course and scope of their employment, plus
19 interest.

20 **NINTH CAUSE OF ACTION**

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

22 **(Against all Defendants)**

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

25 118. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
26 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
27 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
28 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits

aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and 2810.5.

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

- (a) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other aggrieved employees with meal periods, as alleged herein;
- (b) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;
- (c) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;
- (d) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;
- (e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;
- (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;
- (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;
- (h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;

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

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

7 120. At all relevant times herein, California's Wage Theft Prevention Act was enacted
8 to ensure that employers provide employees with basic information material to their
9 employment relationship at the time of hiring, and to ensure that employees are given written
10 and timely notice of any changes to basic information material to their employment. Codified
11 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
12 time of hiring, an employer must provide written notice to employees containing basic and
13 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
14 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
15 any rates for overtime, the regular payday designated by the employer, and any allowances
16 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
17 § 2810.5(a)(1)(A)-(C).

18 121. At all relevant times, on information and belief, Defendants failed, on a
19 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
20 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants'
21 failure to provide Plaintiff and other aggrieved employees with written notice of basic
22 information regarding their employment with Defendants is in violation of Labor Code section
23 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties
24 pursuant to Labor Code sections 2699(a), (f), and (g).

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1 **TENTH CAUSE OF ACTION**

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

3 **Unlawful Business Practices**

4 **(Against all Defendants)**

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

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

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

15 125. Defendants’ activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business & Professions
17 Code sections 17200, *et seq.*

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

- 21 (a) Failing to provide uninterrupted meal periods to Plaintiff and class
22 members in violation of California Labor Code sections 226.7, 512(a),
23 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
24 (b) Failing to authorize and permit Plaintiff and class members to take
25 uninterrupted rest periods in violation of California Labor Code sections
26 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged
27 herein;

28 ///

- 1 (c) Requiring non-exempt, hourly paid employees, including Plaintiff and
2 class members, to work overtime without paying them proper
3 compensation in violation of California Labor Code sections 510 and
4 1198, and the applicable IWC Wage Order, as alleged herein;
- 5 (d) Failing to pay at least minimum wage to Plaintiff and class members in
6 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
7 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 8 (e) Failing to provide Plaintiff and class members with accurate wage
9 statements and failing to maintain accurate payroll records in violation of
10 California Labor Code sections 226(a), 1174(d), and 1198, and the
11 applicable IWC Wage Order, as alleged herein;
- 12 (f) Failing to timely pay all earned wages to Plaintiff and class members in
13 violation of California Labor Code section 204, as alleged herein;
- 14 (g) Failing to reimburse Plaintiff and class members for all business expenses
15 necessarily incurred in violation of California Labor Code section 2802,
16 as alleged herein; and
- 17 (h) Failing to provide written notice of information material to Plaintiff's and
18 class members' employment with Defendants in violation of California
19 Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

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

claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

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

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

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

ELEVENTH CAUSE OF ACTION

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

Unfair Business Practices

(Against all Defendants)

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

132. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

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1 133. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, and
2 harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in
3 fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff seeks to
4 enforce important rights affecting the public interest within the meaning of Code of Civil
5 Procedure section 1021.5.

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

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

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

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As to the Second Cause of Action

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

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

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

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As to the Fourth Cause of Action

24. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;
25. For general unpaid wages and such general and special damages as may be appropriate;
26. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;
27. For reasonable attorneys’ fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);
28. For liquidated damages pursuant to California Labor Code section 1194.2; and
29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;
31. For all actual, consequential, and incidental losses and damages, according to proof;
32. For injunctive relief pursuant to California Labor Code section 226(h);
33. For statutory penalties pursuant to California Labor Code section 226(e);
34. For attorneys’ fees and costs pursuant to California Labor Code section 226(e)(1); and
35. For such other and further relief as the Court may deem equitable and appropriate.

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

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

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

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

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

11 51. For all actual, consequential, and incidental losses and damages, according to
12 proof;

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

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

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

18 54. That the Court declare, adjudge and decree that Defendants violated the
19 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
20 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by
21 failing to authorize and permit all rest periods); 510 and 1198 (by failing to pay all overtime
22 compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum
23 wages for all hours worked); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
24 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
25 earned wages upon termination); 204 (by failing to timely pay all earned wages during
26 employment); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to
27 provide notice of material terms of employment);

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1 55. For civil penalties pursuant to the California Labor Code, including sections 210,
2 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
3 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198,
4 2802, and 2810.5;

5 56. For attorneys' fees and costs pursuant to California Labor Code section
6 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
7 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
8 1197, 1197.1, 1198, 2802, and 2810.5;

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

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

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

13 59. That the Court declare, adjudge and decree that Defendants' conduct of failing
14 to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff
15 and class members to take all rest periods, failing to provide Plaintiff and class members all
16 overtime wages due to them, failing to provide Plaintiff and class members all minimum wages
17 due to them, failing to provide Plaintiff and class members accurate and complete wage
18 statements, failing to maintain accurate payroll records for Plaintiff and class members, failing
19 to timely pay Plaintiff and class members all earned wages during employment, failing to
20 reimburse Plaintiff and class members for business-related expenses, and failing to provide
21 written notice of material terms of employment, constitutes an unlawful business practice in
22 violation of California Business and Professions Code sections 17200, *et seq.*;

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

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

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

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

As to the Eleventh Cause of Action

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

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

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

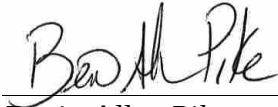
67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

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

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

Dated: October 3, 2022

Respectfully submitted,
CAPSTONE LAW APC

By: 

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Daniel S. Jonathan
Trisha K. Monesi

Attorneys for Plaintiff Myiah Dorado

EXHIBIT “1”



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July 27, 2022

VIA ONLINE SUBMISSION

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

Subject: *Myiah Dorado v. LeCornu Enterprises II, Inc., et al.*

Dear PAGA Administrator:

This office represents Myiah Dorado in connection with her claims under the California Labor Code. Ms. Dorado was an employee of LECORNU ENTERPRISES II, INC. and/or LECORNU ENTERPRISES, INC. For the purpose of this letter, Ms. Dorado collectively refers to these entities as "LECORNU."

The employers may be contacted directly at the addresses below:

LECORNU ENTERPRISES II, INC.
3288 ADAMS AVENUE #16825
SAN DIEGO, CA 92176

LECORNU ENTERPRISES, INC.
3288 ADAMS AVENUE #16825
SAN DIEGO, CA 92176

Ms. Dorado intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Dorado seeks relief on behalf of herself, the State of California, and other persons who are or were employed by LECORNU 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.

LECORNU employed Ms. Dorado as an hourly paid, non-exempt Crew Member from approximately June 2021 to May 2022. Ms. Dorado worked for LECORNU at its McDonald's restaurant location at 3517 Cannon Road in Oceanside, California. During her employment, Ms. Dorado typically worked four (4) or more hours per day and five (5) days per week. Ms. Dorado's primary job duties included, without limitation, cashiering, grilling and cooking food, preparing customer orders, and mopping and sweeping the kitchen area.

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

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

LECORNNU ENTERPRISES II, INC. and LECORNNU ENTERPRISES, INC. are California corporations, and operate at least six (6) McDonald’s restaurant franchise locations in California. Upon information and belief, LECORNNU maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Diego, California, for all non-exempt, hourly paid employees working for LECORNNU in California, including Ms. Dorado and other aggrieved employees. At all relevant times, LECORNNU issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Dorado and other aggrieved employees, regardless of their location or position.

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

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 Industrial Welfare Commission (“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

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

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, LECORNU had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours allocated by each location's labor or payroll budget set by corporate. LECORNU's uniform use of labor budgets has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Because LECORNU did not employ or staff a sufficient number of employees to meet customer demand and productivity expectations, which included meeting a 90-second time target/goal for drive-thru customers, there was no one available to relieve employees needing meal period coverage, and Ms. Dorado and other aggrieved employees were not always afforded timely, uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, LECORNU has a practice of failing to schedule meal periods, which further caused Ms. Dorado and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Dorado and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Dorado was frequently required to take her meal periods late after having worked in excess of five (5) hours or more into her shift in order to meet the restaurant's customer demand. Moreover, Ms. Dorado's meal periods were regularly interrupted by her supervisors and cut short in order to assist her coworkers or customers.

Second, LECORNU's company-wide timekeeping system prevented Ms. Dorado and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. Dorado and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed.

Third, LECORNU had, and continues to have, a policy and/or practice of requiring that other aggrieved employees carry and wear a company-issued radio/headset at all times to respond to requests from management and other employees. On information and belief, LECORNU's management and other employees contacted other aggrieved employees on their headsets during unpaid meal periods to instruct them to complete work-related tasks and assist coworkers. LECORNU knew or should have known that other aggrieved employees were performing work during their meal periods in order to meet LECORNU's expectations.

Fourth, LECORNU did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Dorado 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 mentioned herein, LECORNU knew or should have known that as a result of its policies, Ms. Dorado and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. LECORNU further knew or should have known that it did not pay Ms. Dorado and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, LECORNU engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice

and/or policy, Ms. Dorado and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that LECORNU did pay meal period premiums to other aggrieved employees, it did so at the incorrect rates. In addition to an hourly wage, on information and belief, LECORNU paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, because LECORNU did not properly calculate other aggrieved employees' regular rates of pay by including all remunerations, such as incentive pay and/or nondiscretionary bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premiums.

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

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

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

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

LECORNU regularly failed to authorize and permit Ms. Dorado 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, LECORNU's company-wide use of labor budgeting and/or limited payroll allocation, understaffing, and assigning heavy workloads resulted in a lack of rest period coverage and prevented Ms. Dorado and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. LECORNU also failed to schedule rest periods, which, coupled with LECORNU's failure to provide adequate rest period coverage, further led to Ms. Dorado and other aggrieved employees not being authorized and permitted to take rest periods. In addition, other aggrieved employees were also required to keep their company-issued headsets on their persons during their rest periods, in order to respond to coworkers' questions.

Furthermore, upon information and belief, LECORNU maintained a company-wide on-premises rest period policy, which effectively required that Ms. Dorado and other aggrieved employees remain on or near LECORNU's premises during their rest periods. Because Ms. Dorado 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, LECORNU effectively maintained control over Ms. Dorado and other aggrieved employees during rest periods.

As a result of LECORNU's practices and policies, Ms. Dorado and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Dorado and/or other aggrieved employees had to forego rest periods because the restaurant was busy, did not have coverage, and there was an expectation for all employees to work through their rest periods.

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

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

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

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

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

As set forth above, LECORNU's company-wide policy and/or practice of labor budgeting and/or limited payroll allocation has resulted in chronic understaffing and a lack of meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Because LECORNU did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Ms. Dorado and other aggrieved employees were not always afforded uninterrupted 30-minute meal

periods during shifts when they were entitled to receive a meal period. Moreover, as also stated, LECORNU has a practice of failing to schedule meal periods, which further caused Ms. Dorado and other aggrieved employees to not be relieved of their duties for compliant meal periods.

Additionally, as stated, LECORNU had a policy and/or practice of requiring that other aggrieved employees carry a company-issued headset to respond to requests from management or coworkers at all times, including during unpaid meal periods. Consequently, Ms. Dorado and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties and handle customer demand, time for which they were not paid.

Moreover, as stated, LECORNU's timekeeping system prevented Ms. Dorado and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Dorado and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. For example, Ms. Dorado's meal periods were sometimes interrupted or cut short in order to assist customers or coworkers when the restaurant was busy, but she was unable to clock back in until 30 minutes had elapsed. Thus, LECORNU's timekeeping system further prevented Ms. Dorado and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

This off-the-clock work could have been recorded by LECORNU, but it refused to do so to avoid payment of additional wages to Ms. Dorado and other aggrieved employees. Thus, LECORNU failed to track all of the time that employees spent performing work-related tasks during meal periods, and Ms. Dorado and other aggrieved employees received no compensation for this time.

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

Furthermore, LECORNU did not pay other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. LECORNU failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, LECORNU failed to pay all overtime wages by paying a lower overtime rate than required.

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

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

As set forth above, due to LECORNU’s company-wide practices of utilizing labor budgets, understaffing, assigning heavy workloads, failing to schedule meal periods, and/or requiring employees respond to company-issued headsets, Ms. Dorado 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. Also, as set forth above, LECORNU systematically failed to pay Ms. Dorado and other aggrieved employees for actual hours worked during unpaid meal periods, because LECORNU’s timekeeping system locked out Ms. Dorado and other aggrieved employees for 30 minutes when they clocked out for a meal period and would not permit them to clock back in from a meal period until 30 minutes had elapsed.

Thus, LECORNU did not pay at least minimum wages for all hours worked by Ms. Dorado and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, LECORNU 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, LECORNU regularly failed to pay at least minimum wages to Ms. Dorado and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Dorado and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(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. LECORNU has not provided Ms. Dorado 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, LECORNU has knowingly and intentionally provided Ms. Dorado and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, LECORNU issued uniform wage statements to Ms. Dorado 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/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, LECORNU violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

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

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

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 the hours they worked off-the-clock.

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

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

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

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

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

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

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

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

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

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

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

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen 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."

During the relevant time period, LECORNNU required Ms. Dorado and other aggrieved employees to wear uniforms bearing the McDonald's company logo, including uniform t-shirts and hats. However, LECORNNU did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, LECORNNU only provided Ms. Dorado and other aggrieved employees with two t-shirts and one hat at the time of hire. Because LECORNNU failed to provide Ms. Dorado and other aggrieved employees with an adequate number of uniform items in relation to their scheduled shifts and for the tasks they were required to perform, Ms. Dorado and other aggrieved employees had to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. For example, due to the nature of restaurant work, Ms. Dorado's uniform items would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor, and Ms. Dorado would be required to wash her uniform items more frequently than her regular clothing, thus incurring additional laundry expenses for the upkeep of her uniforms. Thus, LECORNNU failed to maintain uniforms they required Ms. Dorado and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

LECORNNU could have provided Ms. Dorado and other aggrieved employees with an adequate number of uniforms or access to laundering services. Or, LECORNNU could have reimbursed employees for their laundering expenses or provided a uniform maintenance allowance. Instead, LECORNNU passed these operating costs off onto Ms. Dorado and other aggrieved employees.

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

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

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to

their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

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

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

California Labor Code § 558(a)

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

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

Therefore, on behalf of all aggrieved employees, Ms. Dorado 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:

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

Best Regards,


Anthony Castillo

Copy: LECORNU ENTERPRISES II, INC. (via U.S. Certified Mail); LECORNU ENTERPRISES, INC. (via U.S. Certified Mail)

Capstone
LAW, APC

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SAN DIEGO, CA 92176



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☒ Agent
☐ Addressee

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X *Alix Schwartz*☐ Agent☐ Addressee

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Alix Schwartz

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

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A. Signature

X *Alix Schwartz*☐ Agent☐ Addressee

B. Received by (Printed Name)

Alix Schwartz

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

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PROOF OF SERVICE

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

On **October 3, 2022**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☒ to interested parties as follows ☐ as stated on the attached service list:

Mike Allen
3398 Carmel Mountain Road
San Diego, CA 92121

Registered Agent for Defendants
LECORNU ENTERPRISES II, INC., and
LECORNU ENTERPRISES, INC.

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

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

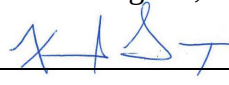
☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 3, 2022**, at Los Angeles, California.

Xochitl Tapia
Type/Print Name


Signature