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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

CLAUDINE DE LA TORRE and LINDSIE TOMLIN, as aggrieved employees pursuant to the Private Attorneys General Act ("PAGA"), on behalf of the State of California and other non-party Aggrieved Employees,

Plaintiffs,

vs.

PACIFIC BELLS, LLC, a Washington limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22CV409086

SECOND AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION

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

Jury Trial Demanded

Plaintiffs Claudine De La Torre and Lindsie Tomlin, as aggrieved employees and on behalf of the State of California and all other non-party Aggrieved Employees, allege as follows:

JURISDICTION AND VENUE

1. This is an enforcement action brought under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA") to recover civil penalties and any other available relief on behalf of Plaintiffs, the State of California, and other current and former employees who worked for Defendants in California as non-exempt, hourly paid employees and received at least one wage statement and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint, as set forth in this complaint, at any time between one year prior to the filing of the pre-filing written notice to the Labor and Workforce Development Agency ("LWDA") in this case on January 23, 2023, until judgment ("non-party Aggrieved Employees"). Plaintiffs' share of civil penalties sought in this action does not exceed $75,000.

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

3. This Court has jurisdiction over Defendants because Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a "citizen" for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be established when Plaintiffs' share of the civil penalties attributable to violations personally

suffered are less than $75,000. *Id.* at 1122.

4. Venue is proper in this Court, because Defendants employ persons within the County of Santa Clara, and have violated the requirements of the California Labor Code and applicable Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable IWC Wage Order in at least one location within the County of Santa Clara, including Defendants' restaurant in Los Gatos (16150 Los Gatos Boulevard, Los Gatos, California 95032). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in Santa Clara County and Plaintiffs could bring an action under PAGA in any county in which an aggrieved employee worked and Labor Code violations occurred, venue is proper. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal. App. 5th 1069 (2021).

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

THE PARTIES

6. Plaintiff Claudine De La Torre ("Plaintiff De La Torre") is a resident of Fresno, California. Defendants employed Plaintiff De La Torre as an hourly paid, non-exempt Cashier from approximately July 2021 to November 2022. Plaintiff De La Torre worked for Defendants at their restaurant location at 1612 Blackstone Avenue in Fresno, California. During her employment, Plaintiff De La Torre typically worked six (6) hours or more per day, and five (5) days per week. Plaintiff De La Torre's primary job duties included, without limitation, cashiering, preparing customers' orders, washing dishes, and cleaning.

7. Plaintiff Lindsie Tomlin ("Plaintiff Tomlin") is a resident of Sacramento, California. Defendants employed Plaintiff Tomlin as an hourly paid, non-exempt Food Service Team Member from approximately October 2024 to February 2025. Plaintiff Tomlin worked

for Defendants at their restaurant location at 7730 Sunrise Boulevard in Citrus Heights, California. During her employment, Plaintiff Tomlin typically worked six (6) to eight (8) or more hours per day and three (3) to five (5) or more days per week. Plaintiff Tomlin's primary job duties included, without limitation, operating the cash register, working the drive-thru window, cleaning the restaurant, and preparing food.

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

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

10. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10 were the partners, agents, owners, or managers of PACIFIC BELLS, LLC at all relevant times.

11. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, PACIFIC BELLS, LLC and/or DOES 1 through 10 (collectively, "Defendants" or "PACIFIC BELLS"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

13. Plaintiffs are informed and believe, and thereon allege, that each of said

Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

PAGA REPRESENTATIVE ALLEGATIONS

14. Defendants own and operate a chain of over 270 Taco Bell franchise restaurants across nine (9) states in the United States, with approximately 61 Taco Bell restaurant locations throughout California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their corporate headquarters in Vancouver, Washington, 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.

15. In particular, Plaintiffs and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions.

16. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters in Vancouver, Washington, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiffs and other non-party Aggrieved Employees. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee's employment ends.

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

18. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and

advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

19. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and other non-party Aggrieved Employees were not paid for all hours worked because all hours worked were not recorded.

20. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

21. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that other non-party Aggrieved Employees were entitled to be paid at a regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest period premiums, that included as eligible income all renumeration required by law, including but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of compensation, but failed to include all forms of remuneration in calculating the regular rate of pay for other non-party Aggrieved Employees.

22. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other non-party Aggrieved Employees 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, Plaintiffs and other non-party Aggrieved Employees were not paid at least minimum wages for work done off-the-clock.

23. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to meal 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 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and other non-party Aggrieved Employees 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.

24. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other non-party Aggrieved Employees 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 and that Plaintiffs and other non-party Aggrieved Employees were not authorized and permitted to take compliant rest periods or provided 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.

25. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiffs and other non-party Aggrieved Employees were not provided complete and accurate wage statements.

26. Plaintiffs are informed and believe, and thereon allege, 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.

27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that they were required to comply with requests from Plaintiff De La Torre and other non-party Aggrieved Employees to inspect or receive a copy of their wage records within 21 days in accordance with the California Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiff De La Torre and other non-party Aggrieved Employees were entitled to receive copies of instruments that they signed upon request. In violation of the California Labor Code, Defendants denied Plaintiffs and other non-party Aggrieved Employees

their right to obtain copies of instruments that they signed.

29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiff De La Torre and other non-party Aggrieved Employees were entitled to receive copies of their personnel records no later than 30 days from the date Defendants receive a written request. In violation of the California Labor Code, Defendants denied Plaintiff De La Torre and other non-party Aggrieved Employees their right to obtain copies of their personnel records within the statutory time limits.

30. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiffs and other non-party Aggrieved Employees did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within permissible time periods.

31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiffs and other non-party Aggrieved Employees did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within permissible time periods.

32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiff De La Torre and other non-party Aggrieved Employees were entitled to receive all reporting time pay when Plaintiff De La Torre and other non-party Aggrieved Employees were required to report to work but were put to work for less than half of their usual or scheduled shift. In violation of the California Labor Code and applicable IWC Wage Order, Plaintiff De La Torre and other non-party Aggrieved Employees were not paid all reporting time pay.

33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to

receive full reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

34. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants knew or should have known that Defendants had a duty to provide Plaintiff De La Torre and other non-party Aggrieved Employees with written notice of the material terms of their employment with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

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

36. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

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

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

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

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

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

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

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

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

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

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

41. On January 23, 2023, Plaintiff De La Torre provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff De La Torre's written notice was accompanied with the applicable filing fee of seventy-five dollars ($75). The LWDA PAGA Administrator confirmed receipt of Plaintiff De La Torre's written notice and assigned Plaintiff De La Torre PAGA Case Number LWDA-CM-931165-23. A true and correct copy of Plaintiff De La Torre's written notice to the LWDA and Defendants dated January 23, 2023, is attached hereto as "Exhibit 1."

42. On April 25, 2025, Plaintiff Tomlin provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff Tomlin's written notice was accompanied with the applicable filing fee of seventy-five dollars ($75). The LWDA PAGA Administrator confirmed receipt of Plaintiff Tomlin's written notice and assigned Plaintiff Tomlin PAGA Case Number LWDA-CM-1094673-25. A true and correct copy of Plaintiff Tomlin's written notice to the LWDA and Defendants dated April 25, 2025, is attached hereto as "Exhibit 2."

43. As of the filing date of this complaint, over 65 days have passed since Plaintiffs sent the written notices described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiffs' claims and Defendants have not cured the violations.

44. Thus, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 1198.5, 2802, and 2810.5.

45. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." Plaintiffs, acting in the public interest as private attorneys general, seeks assessment and collection of civil penalties under Labor Code section 558 for themselves, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC Wage Order. Plaintiffs, acting in the public interest as private attorneys general, do not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC Wage Order.

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

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

48. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiffs, acting in the public interest as private attorneys general, seek assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 1198.5, 2802, and 2810.5.

FIRST CAUSE OF ACTION

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

(Against all Defendants)

49. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

50. California Labor Code sections 2698, *et seq*. permit Plaintiffs to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiffs, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(b)-(c), 432, 516, 1182.12, 1198.5, and 2810.5.

51. 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 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiffs and other non-party Aggrieved Employees with all required overtime pay, as set forth below;

(b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants' failure to include all forms of remuneration in the "regular rate" of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to other non-party Aggrieved Employees, as set forth below;

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

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

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

(f) 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 Plaintiffs and other non-party Aggrieved Employees, as set forth below;

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

(h) Violation of Labor Code sections 226(b)-(c), 432, 1198, 1198.5, and the applicable IWC Wage Order for failure to produce copies or allow inspection of Plaintiff De La Torre's and other non-party Aggrieved Employees' own personnel and other employment records upon written request within the statutory time limits, as set forth below;

(i) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as set forth below;

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

(k) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failing to pay reporting time pay to Plaintiff De La Torre and other non-party Aggrieved Employees, as set forth below;

(l) Violation of Labor Code section 2802 for failure to reimburse Plaintiffs and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below; and

(m) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff De La Torre's and other non-party Aggrieved Employees' employment with Defendants, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

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

53. 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.

54. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and other non-party Aggrieved Employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

55. The applicable IWC Wage Order further provides that Defendants are and were

required to pay Plaintiffs and other non-party Aggrieved Employees working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

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

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

58. First, Defendants had, and continue to have, a company-wide policy and/or practice of requiring Plaintiffs and other non-party Aggrieved Employees to perform various work-related tasks while off-the-clock before and after their shifts, and/or a company-wide policy and/or practice of discouraging and impeding Plaintiffs and other non-party Aggrieved Employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Indeed, Defendants' management explicitly warned Plaintiff Tomlin and other non-party Aggrieved Employees that they were not allowed to work any overtime at all. On information and belief, this policy of limiting overtime, coupled with Defendants' practices of understaffing and assigning heavy workloads (*see infra*), led Plaintiffs and other non-party Aggrieved Employees to work off-the-clock outside of their scheduled shift times.

59. For example, before clocking in, Plaintiff De La Torre was required to spend 15-

30 minutes completing tasks, such as attending to customers who had been waiting in the drive-thru window, as the other employees available were busy preparing food or unloading inventory being delivered to Defendants' restaurant. Plaintiff Tomlin was also regularly required to perform tasks before clocking in for her shift, such as assisting customers and preparing food orders. Additionally, it was not possible for Plaintiffs and other non-party Aggrieved Employees to complete these tasks on the clock because, on information and belief, Defendants implemented a timekeeping system that would not permit Plaintiffs and other non-party Aggrieved Employees to clock in before their scheduled shifts so that they were prevented from recording time worked prior to the start of their scheduled shifts. As another example, Plaintiff De La Torre sometimes clocked out at the end of her shift, but was required to continue working—such as washing dishes or preparing food orders—in order to reduce the number of customers waiting in the drive-thru line during a rush of customer traffic.

60. Second, Defendants had, and continue to have, a company-wide policy and/or practice requiring Plaintiff Tomlin and other non-party Aggrieved Employees to respond to work-related communications while off-the-clock before and after their shifts, and on their days off. For example, Plaintiff Tomlin received phone calls from Defendants' management about work-related issues, such as staffing and adjustments to her work schedule, while off-the-clock. This off-the-clock work could have been recorded by Defendants, but Defendants refused to do so to avoid the payment of additional wages to Plaintiff Tomlin and other non-party Aggrieved Employees. Furthermore, on information and belief, Defendants' management would alter and/or falsify time records to shave off time that Plaintiff Tomlin spent working in order to limit her overtime accrual. Thus, Defendants failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Plaintiffs and other non-party Aggrieved Employees received no compensation for this time.

61. Third, during the relevant time period, Defendants instructed employees to clock in using timeclocks that were integrated with their point-of-sale ("POS") system, but prohibited Plaintiff Tomlin and other non-party Aggrieved Employees from using the POS system that was dedicated to taking drive-thru orders to clock in. Plaintiff Tomlin and other non-party

Aggrieved Employees would sometimes have to wait to clock in for the start of their shifts because other employees were using the only two (2) available POS systems to handle customer transactions and/or clocking in or out. For instance, Plaintiff Tomlin was sometimes required to wait several minutes off-the-clock and under Defendants' control until a POS monitor was available for clocking-in because other employees were scheduled to start work at the same time and were using the only available POS systems to clock in first. Thus, Plaintiff Tomlin and other non-party Aggrieved Employees performed work that was not recorded, time for which they were not paid.

62. Fourth, on information and belief, Defendants had, and continue to have, a company-wide policy and/or practice of strictly staffing their restaurant locations based on the labor hours allocated by each location's labor or payroll budget set by corporate. On information and belief, Defendants' uniform use of labor budgets 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, which included meeting a 2-3.5 minute time target/goal for drive-thru customers, sometimes while simultaneously assisting walk-in customers. For example, at Plaintiff Tomlin's location, Defendants sometimes only scheduled three (3) people to work at a time, resulting in one (1) employee being responsible for handling drive-thru orders and assisting walk in customers and delivery drivers, while the other two (2) employees cleaned and worked the food line. Because Defendants did not employ or staff a sufficient number of employees to meet customer demand, and there was no one available to relieve employees needing meal period coverage, Plaintiffs and other non-party Aggrieved Employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, Defendants have a practice of failing to schedule meal periods and/or failing to adhere to a schedule for meal periods, which further caused Plaintiffs and other non-party Aggrieved Employees to not be relieved of their duties for compliant meal periods. Consequently, Plaintiffs and other non-party 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. For example, Plaintiff Tomlin's meal periods were sometimes interrupted or cut short because she was required to assist customers or coworkers.

63. Further, on information and belief, Defendants' management pressured Plaintiff Tomlin and other non-party Aggrieved Employees to record compliant meal periods and/or adjusted Plaintiff Tomlin's and other non-party Aggrieved Employees' time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not. In addition, Defendants' company-wide timekeeping system prevented Plaintiffs and other non-party Aggrieved Employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Plaintiffs and other non-party 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. Thus, Defendants' timekeeping system further prevented Plaintiffs and other non-party Aggrieved Employees from recording all hours worked when their meal periods were shortened or interrupted.

64. Defendants knew or should have known that as a result of these company-wide practices and/or policies, Plaintiffs and other non-party Aggrieved Employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Plaintiffs and other non-party 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, Plaintiffs and other non-party Aggrieved Employees were not paid overtime wages for all of the overtime hours they actually worked.

65. Furthermore, Defendants did not pay other non-party Aggrieved Employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, Defendants failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when other non-party

Aggrieved Employees worked overtime and received these other forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

66. Defendants' failure to pay Plaintiffs and other non-party Aggrieved Employees the balance of overtime compensation as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

FAILURE TO PAY MINIMUM WAGES

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

67. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less 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)(M) (defining "Hours Worked").

68. First, as stated above, Defendants had a company-wide policy and/or practice requiring Plaintiffs and other non-party Aggrieved Employees to perform various work-related tasks while off-the-clock before and after their shifts, including completing tasks before their shifts, and washing dishes and preparing food orders after clocking out. As stated, Defendants also have policies and/or practices of limiting the amount of overtime employees could accrue, understaffing, and assigning heavy workloads, which further resulted in Plaintiffs and other non-party Aggrieved Employees working off-the-clock outside of their scheduled shift times, including attending to customers who had been waiting in the drive-thru window before clocking in for their shifts, preparing food orders, and responding to work-related communications off-the-clock. Additionally, as set forth above, on information and belief, Defendants' management would alter and/or falsify time records to shave off time Plaintiff Tomlin and other non-party Aggrieved Employees spent working in order to limit overtime

accrual.

69. Moreover, as stated, because Defendants' timekeeping system was integrated with the company's POS system, Plaintiff Tomlin and other non-party Aggrieved Employees sometimes had to wait to clock in for the start of their shifts when other employees were using the POS system to handle customer transactions or were clocking in or out themselves. Further, as stated, Defendants' timekeeping system prevented Plaintiffs and other non-party Aggrieved Employees from recording time worked prior to the start of their scheduled shifts because it did prevented employees from clocking in until their scheduled shift start-times. Thus, Defendants failed to track this time Plaintiffs and other non-party Aggrieved Employees spent working off-the-clock, and Plaintiffs and other non-party Aggrieved Employees received no compensation for this time.

70. Second, as also set forth above, due to Defendants' uniform practices of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to schedule meal periods and/or adhere to a schedule for meal periods, and subsequent lack of meal period coverage, Plaintiffs and other non-party Aggrieved Employees were forced to forgo meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Additionally, as stated, upon information and belief, Defendants' management pressured Plaintiff Tomlin and other non-party Aggrieved Employees to record compliant meal periods and/or adjusted Plaintiff Tomlin's and other non-party Aggrieved Employees' time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Moreover, as stated, Defendants systematically failed to pay Plaintiffs and other non-party Aggrieved Employees for actual hours worked during unpaid meal periods, because Defendants' timekeeping system locked out Plaintiffs and other non-party Aggrieved Employees for 30 minutes when they clocked out for a meal period.

71. Defendants did not pay minimum wages for all hours worked by Plaintiffs and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants 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, and 1198.

72. Defendants' failure to pay Plaintiffs and other non-party Aggrieved Employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g)..

FAILURE TO PROVIDE AND RECORD MEAL PERIOODS

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

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

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

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

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

77. During the relevant time period, as set forth above, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing restaurant locations due to

labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads (including time/targets for drive-thru customers), and failure to schedule meal periods and/or adhere to a schedule for meal periods, has resulted in a lack of meal period coverage and prevented Plaintiffs and other non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Plaintiffs and other non-party 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, about four (4) times a week, Plaintiff De La Torre was required to work during her meal periods or could not take her meal periods until the sixth hour of her shift, due to the heavy workload and lack of coverage. Plaintiff Tomlin also frequently had to take her meal periods late, after the end of the fifth hour of work, for the same reasons. As another example, as stated, Plaintiff Tomlin's meal periods were sometimes interrupted or cut short because she was required to assist coworkers or customers.

78. Second, as stated, on information and belief, because Defendants frowned upon employees accruing meal period premiums, Defendants' management pressured Plaintiff Tomlin and other non-party Aggrieved Employees to record compliant meal periods and/or adjusted Plaintiff Tomlin's and other non-party Aggrieved Employees' time records to reflect compliant meal periods, even when they did not receive a compliant meal period, in order to strictly limit the meal premiums that Defendants would otherwise owe. Also, as stated, Defendants' company-wide timekeeping system prevented Plaintiffs and other non-party Aggrieved Employees from recording when their meal periods were shortened or interrupted, because the system locked out Plaintiffs and other non-party Aggrieved Employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. For example, Plaintiff De La Torre's meal periods were sometimes interrupted or cut short because she was required to prepare food orders and attend to customers who had been waiting in the drive-thru line or by the front-end registers. As a result of these policies, Defendants falsified and deducted meal periods from Plaintiff Tomlin's and other non-party Aggrieved Employees' time records even when meal periods were missed,

short, interrupted, and/or late and thus systematically failed to correctly record meal periods.

79. Additionally, Defendants did not provide other non-party Aggrieved Employees with second meal periods on days that they worked in excess of 10 hours in one day. Plaintiffs and other non-party 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.

80. At all times herein mentioned, Defendants knew or should have known that, as a result of these policies, Plaintiffs and other non-party Aggrieved Employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. Defendants further knew or should have known that Defendants did not pay Plaintiffs and other non-party Aggrieved Employees all meal period premiums when meal periods were late, missed, shortened, or interrupted.

81. Furthermore, Defendants engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Plaintiffs and other non-party Aggrieved Employees have not received all premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that Defendants did pay other non-party Aggrieved Employees premium pay for missed, late, and interrupted meal periods, Defendants did not pay other non-party Aggrieved Employees the correct rate of pay for premiums because Defendants systematically failed to include all forms of compensation such as incentive pay and/or nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198

83. 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 Plaintiffs' and other

non-party Aggrieved Employees' employment by Defendants.

84. 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 (3 ½) hours.

85. At all relevant times, 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. 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 v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs and other non-party Aggrieved Employees are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

86. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiffs and other non-party 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, Defendants' company-wide use of labor budgeting and/or limited payroll allocation, understaffing, assigning heavy workloads, and failing to schedule rest periods and/or adhere to a schedule for rest periods, resulted in a lack of rest period coverage and prevented Plaintiffs and other non-party Aggrieved Employees from being relieved of all duty in order to take compliant rest periods.

87. Furthermore, upon information and belief, during the relevant time period, Defendants maintained a company-wide on-premises rest period policy, which effectively

required that Plaintiffs and/or other non-party Aggrieved Employees remain on the work premises during their rest periods. Because Plaintiffs and/or other non-party 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, Defendants effectively maintained control over Plaintiffs and/or other non-party Aggrieved Employees during rest periods.

88. As a result of Defendants' practices and policies, Plaintiffs and other non-party 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, Plaintiff Tomlin regularly had to forgo her rest periods due to the heavy workload, understaffing, and Defendants' failure to schedule rest periods for employees. As a further example, Plaintiff De La Torre had to forego approximately five (5) of her rest periods per week for the same reasons. When Plaintiff De La Torre was able to take her rest periods, they were often interrupted because she was required to attend to customers who had been waiting for their food orders and assist her coworkers with washing dishes.

89. 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. As a result of this practice and/or policy, Plaintiffs and other non-party Aggrieved Employees have not received premium pay for all missed rest periods. Alternatively, to the extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved Employees at the correct rate of pay for premiums because Defendants 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.

90. Accordingly, Defendants failed to authorize and permit all compliant rest periods and failed to pay the full rest period premiums due. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to

Labor Code sections 558 and/or 2699(a), (f), and (g).

FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS

VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198

91. 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.

92. At all relevant times, Defendants have knowingly and intentionally provided Plaintiffs and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiffs and other non-party 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, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

93. Because Defendants did not accurately record the time Plaintiffs and other non-party 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), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiffs and other non-party Aggrieved Employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiffs and other non-party 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 corresponding accurate number of work hours worked at each hourly rate in violation of section 226(a)(9).

94. Additionally, because Defendants did not calculate other non-party Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal

and rest period premiums, Defendants 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). Defendants 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).

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

96. 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. . . ." At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiffs and other non-party 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.

97. 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. During the relevant time period, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and stop times for Plaintiffs and other non-party Aggrieved Employees, in violation of section 1198. Furthermore, in light of Defendants' failure to provide other non-party Aggrieved Employees with second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

98. Defendants' conduct violates California Labor Code sections 226(a), 1174(d), and 1198. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

FAILURE TO PRODUCE AND/OR PERMIT INSPECTION OF RECORDS AND INSTRUMENTS SIGNED

VIOLATION OF LABOR CODE SECTIONS 226(b)-(c), 432, 1198, AND 1198.5

99. At all relevant times herein, California Labor Code section 226(b) provides that every employer shall furnish current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer. Labor Code Section 226(c) provides that an employer must comply with a request made pursuant to Labor Code section 226(b) no later than 21 calendar days from the date of the employee's request.

100. At all relevant times herein, California Labor Code section 432 states "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." California Labor Code section 433 states "[a]ny person violating this article is guilty of a misdemeanor.

101. At all relevant times herein, California Labor Code section 1198.5 requires that an employer provide a copy of an employee's personnel record no later than 30 days from the date the employer receives a written request.

102. IWC Wage Order No. 5-2001, subdivision 7(A), provides "[e]very employer

shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request." IWC Wage Order No. 5-2001, subdivision 7(C), also provides "[a]ll required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.

103. During the relevant time period, Plaintiff De La Torre sent Defendants a reasonable written request for documents and records relating to her employment with Defendants. During the relevant time period, Defendants failed to produce for inspection and copying or otherwise permit inspection and copying of documents and records relating to Plaintiff De La Torre's employment. For example, on December 16, 2022, Plaintiff De La Torre sent a written request to Defendants via FedEx overnight mail. On December 19, 2022, FedEx confirmed Defendants received Plaintiff De La Torre's written request for records. However, Defendants have not sent Plaintiff De La Torre's records. Thus, over 21 days passed from the date that Plaintiff De La Torre sent Defendants a reasonable written request for documents and records relating to her employment, and Defendants failed to comply with the request within the requisite time period, in violation of Labor Code section 226(b) and the applicable IWC Wage Order.

104. Defendants' conduct violates California Labor Code sections 226(b)-(c), 432, 1198, and 1198.5. Plaintiff De La Torre and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 226(f), 1198.5(k), and/or

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

FAILURE TO PAY WAGES DURING EMPLOYMENT

VIOLATION OF LABOR CODE SECTION 204

105. 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. Labor Code section 204 further 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.

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

107. During the relevant time period, Defendants willfully failed to pay Plaintiffs and other non-party Aggrieved Employees all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within the time periods specified by California Labor Code section 204.

108. Defendants' failure to pay Plaintiffs and other non-party Aggrieved Employees all wages due violates Labor Code section 204. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

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FAILURE TO PAY WAGES UPON TERMINATION

VIOLATION OF LABOR CODE SECTIONS 201 AND 202

109. At all times relevant herein set forth, 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.

110. On information and belief, Defendants have a company-wide practice and/or policy of paying departing employees their final wages on the next regular pay cycle instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. Alternatively, Defendants have, on information and belief, a company-wide practice and/or policy of failing to pay terminated employees their final wages. For example, Defendants terminated Plaintiff De La Torre on or about November 23, 2022, and, as of the date of the initial complaint, have not paid her final wages owed. Thus, Defendants failed to pay Plaintiff De La Torre and other non-party Aggrieved Employees their final wages immediately, in violation of California Labor Code sections 201 or 202.

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

112. Defendants' failure to pay Plaintiffs and other non-party Aggrieved Employees 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. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and

(g).

FAILURE TO PAY REPORTING TIME PAY

VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11050 SUBDIVISION 5(A)

113. California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

114. The applicable IWC Wage Order, California Code of Regulations, Title 8, section 11050(5)(A), provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." The "primary purpose of the reporting time regulation" is "to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer." *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

115. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because Defendants failed to pay Plaintiff De La Torre and other non-party Aggrieved Employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day's work.

116. Defendants had a company-wide practice of sending Plaintiff De La Torre and other non-party Aggrieved Employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Plaintiff De La Torre and other non-party Aggrieved Employees for half of their scheduled shift. For example,

Defendants' managers sent Plaintiff De La Torre home within three (3) hours from the start of her shift because business was slow, but Plaintiff De La Torre was only paid for the time she had worked. Although Plaintiff De La Torre and other non-party Aggrieved Employees reported to work based on the schedule that was provided to them, Defendants would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, Defendants did not pay Plaintiff De La Torre and other non-party Aggrieved Employees for at least half of their scheduled day's work or the minimum reporting time pay.

117. Accordingly, Plaintiff De La Torre and other non-party Aggrieved Employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11150(5)(A). Plaintiff De La Torre and class members are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

VIOLATION OF LABOR CODE SECTION 2802

118. California Labor Code section 2802 provides that an employer must reimburse employees 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 the employer requires the use of tools or equipment or they are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage may provide and maintain hand tools and equipment customarily required by the particular trade or craft." IWC Wage Order No. 5-2001 also 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."

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

required that Plaintiffs and other non-party Aggrieved Employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Plaintiffs and other non-party Aggrieved Employees were required to use their personal mobile devices for work-related tasks, including responding to calls or text messages to discuss staffing and scheduling adjustments, and receiving work-related announcements. Specifically, Plaintiff De La Torre was required to download the mobile application, "Crew," to her personal cellular phone to receive announcements from managers. Although Defendants required Plaintiffs and other non-party Aggrieved Employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, Defendants failed to reimburse them for these costs.

120. Second, Defendants had a company-wide policy of requiring Plaintiff De La Torre and other non-party Aggrieved Employees to utilize their own personal vehicles or obtain alternate transportation to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, Plaintiff De La Torre was required to drive her own vehicle to a nearby supermarket, to obtain tools or equipment for work-related tasks, such as scissors for opening bags of inventory delivered to the restaurant. Similarly, on information and belief, other non-party Aggrieved Employees were required to travel to Defendants' other restaurant locations to pick up food ingredients or restaurant supplies. Although Defendants required Plaintiff De La Torre and other non-party Aggrieved Employees to utilize their own vehicles or obtain alternate transportation to carry out their work-related responsibilities, Defendants did not reimburse them for their travel expenses.

121. Third, during the relevant time period, Defendants required Plaintiff De La Torre and other non-party Aggrieved Employees to wear uniforms bearing the "Taco Bell" company logo, including t-shirts, hats, and aprons. However, Defendants did not provide their employees with sufficient uniforms to wear for their shifts throughout the week. For example, Defendants only provided Plaintiff De La Torre with two (2) t-shirts, one (1) hat, and one (1) apron at the time of hire. Because Defendants failed to provide Plaintiff De La Torre and other non-party

Aggrieved Employees with an adequate number of uniform items in relation to their scheduled shifts and for the tasks they were required to perform, Plaintiff De La Torre and other non-party Aggrieved Employees had to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. Further, due to the nature of restaurant work, Plaintiff De La Torre's uniform shirts would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that she was required to wash her uniforms items more frequently, thus incurring additional laundry expenses for the upkeep of her uniform. Thus, Defendants failed to maintain uniforms they required Plaintiff De La Torre and other non-party Aggrieved Employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

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

123. Defendants' company-wide policy and/or practice of passing on their operating costs to Plaintiffs and other non-party Aggrieved Employees violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiffs and other non-party Aggrieved Employees for necessary business-related expenses and costs.

124. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF EMPLOYMENT

VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)

125. 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 containing basic and material payroll information, including, among other things, 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. Labor Code § 2810.5(a)(1)(A)-(C).

126. Durin the relevant time period, Defendants failed to provide Plaintiff De La Torre and other non-party Aggrieved Employees with written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

127. Defendants' failure to provide Plaintiff De La Torre and other non-party Aggrieved Employees with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5. Plaintiff De La Torre and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

REQUEST FOR JURY TRIAL

Plaintiffs request a trial by jury.

PRAYER FOR RELIEF

Plaintiffs, on behalf of all other non-party Aggrieved Employees, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties, and attorneys' fees in excess of thirty-five thousand dollars ($35,000). Plaintiffs reserve the right to amend their prayer for relief to seek a different amount.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiffs and/or other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198

(by failing to include all forms of remuneration in the "regular rate" of pay for purposes of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 226(b)-(c), 432, 1198, and 1198.5 (by failing to produce copies or allow inspection of records and instruments signed); 204 (by failing to timely pay all earned wages during employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 1198 and the applicable IWC Wage Order (by failing to pay reporting time pay; 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of information material to employment);

3. For civil penalties pursuant to California Labor Code sections 210, 226(f), 226.3, 256, 558, 1174.5, 1198.5(k), and/or 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

4. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

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

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

Dated: January 2, 2026

Respectfully submitted,

Capstone Law APC

By: Trisha Monesi

Bevin Allen Pike
Daniel S. Jonathan
Trisha K. Monesi
Shealene P. Mancuso
Jeffrey Jimenez

Attorneys for Plaintiffs Claudine De La Torre and Lindsie Tomlin

EXHIBIT “1”

Capstone LAW APC

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January 23, 2023

VIA ONLINE SUBMISSION

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

Subject: *Claudine De La Torre v. Pacific Bells, LLC*

Dear PAGA Administrator:

This office represents Claudine De La Torre in connection with her claims under the California Labor Code. Ms. De La Torre was an employee of PACIFIC BELLS, LLC ("PACIFIC BELLS").

The employer may be contacted directly at the address below:

PACIFIC BELLS, LLC
111 W 39TH ST
VANCOUVER, WA 98660

Ms. De La Torre 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. De La Torre seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PACIFIC BELLS 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.

PACIFIC BELLS employed Ms. De La Torre as an hourly paid, non-exempt employee from approximately July 2021 to November 2022. Ms. De La Torre worked as a Cashier at PACIFIC BELLS's Taco Bell restaurant location in Fresno, California. Ms. De La Torre typically worked six (6) hours or more per day, and five (5) days per week. Ms. De La Torre was compensated approximately $15.00 per hour. Her job duties included, without limitation, cashiering, preparing customers' orders, washing dishes, and cleaning.

PACIFIC BELLS committed one or more of the following Labor Code violations against Ms. De La Torre, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c): [1]

PACIFIC BELLS's Company-Wide and Uniform Payroll and HR Practices

PACIFIC BELLS, LLC is a California corporation and owns and operates a chain of over 270 Taco Bell franchise restaurants across nine (9) states in the United States, with approximately 61 Taco Bell restaurant locations throughout California. Upon information and belief, PACIFIC BELLS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Vancouver, Washington, for all non-exempt, hourly paid employees working for PACIFIC BELLS in California, including Ms. De La Torre and other aggrieved employees. At all relevant times, PACIFIC BELLS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. De La Torre and other aggrieved employees, regardless of their location or position.

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

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

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in 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.

PACIFIC BELLS willfully failed to pay all overtime wages owed to Ms. De La Torre and other aggrieved employees. During the relevant time period, Ms. De La Torre and other aggrieved

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[1] These facts, theories, and claims are based on Ms. De La Torre's experience and counsel's review of those records currently available relating to Ms. De La Torre'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. De La Torre reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of ten (10) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, PACIFIC BELLS had, and continues to have, a company-wide policy and/or practice of requiring Ms. De La Torre and other aggrieved employees to perform various work-related tasks while off-the-clock before and after their shifts. For example, before clocking in, Ms. De La Torre was required to spend 15-30 minutes completing tasks, such as attending to customers who had been waiting in the drive-thru window, as the other employees available were busy preparing food or unloading inventory being delivered to PACIFIC BELLS's restaurant. Additionally, it was not possible for Ms. De La Torre and other aggrieved employees to complete these tasks on the clock because, on information and belief, PACIFIC BELLS implemented a timekeeping system that would not permit Ms. De La Torre and other aggrieved employees to clock in before their scheduled shifts so that they were prevented from recording time worked prior to the start of their scheduled shifts. As another example, Ms. De La Torre sometimes clocked out at the end of her shift, but was required to continue working—such as washing dishes or preparing food orders—in order to reduce the number of customers waiting in the drive-thru line during a rush of customer traffic. Thus, PACIFIC BELLS failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Ms. De La Torre and other aggrieved employees received no compensation for this time.

Second, on information and belief, PACIFIC BELLS 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. On information and belief, PACIFIC BELLS's uniform use of labor budgets 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, which included meeting a 120-second time target/goal for drive-thru customers. As a result of this lack of meal period coverage, Ms. De La Torre 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, PACIFIC BELLS had a practice of failing to schedule meal periods and/or failing to adhere to a schedule for meal periods, which further caused Ms. De La Torre and other aggrieved employees to not be relieved of their duties for compliant meal periods. Consequently, Ms. De La Torre 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.

In addition, PACIFIC BELLS's company-wide timekeeping system prevented Ms. De La Torre and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. De La Torre 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. Thus, PACIFIC BELLS's timekeeping system further prevented Ms. De La Torre and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

PACIFIC BELLS knew or should have known that as a result of these company-wide practices and/or policies, Ms. De La Torre and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. De La Torre 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. De La Torre and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, PACIFIC BELLS did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, on information and belief, PACIFIC BELLS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, PACIFIC BELLS 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 rates. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, PACIFIC BELLS failed to pay all overtime wages by paying a lower overtime rate than required.

PACIFIC BELLS's failure to pay Ms. De La Torre 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. De La Torre 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").

First, as stated above, PACIFIC BELLS had a company-wide policy and/or practice requiring Ms. De La Torre and other aggrieved employees to perform various work-related tasks while off-the-clock before and after their shifts, including completing tasks before their shifts, and washing dishes and preparing customer food orders after clocking out. Moreover, PACIFIC BELLS's timekeeping system prevented Ms. De La Torre and other aggrieved employees from recording time worked prior to the start of their scheduled shifts because it did not permit employees from clocking in until their scheduled shift start-times. Thus, PACIFIC BELLS failed to track this time Ms. De La Torre and other aggrieved employees spent working off-the-clock, and Ms. De La Torre and other aggrieved employees received no compensation for this time.

Second, as set forth above, due to PACIFIC BELLS's uniform practices of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to schedule meal periods and/or adhere to a schedule for meal periods, and subsequent lack of meal period coverage, Ms. De La Torre and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Moreover, as stated, PACIFIC BELLS systematically failed to pay Ms. De La Torre and other aggrieved employees for actual hours worked during unpaid meal periods, because PACIFIC BELLS's timekeeping system locked out Ms. De La Torre and other aggrieved employees for 30 minutes when they clocked out for a meal period.

Thus, PACIFIC BELLS did not pay at least minimum wages for all hours worked by Ms. De La Torre and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, PACIFIC BELLS 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, PACIFIC BELLS regularly failed to pay at least minimum wages to Ms. De La Torre 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. De La Torre and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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

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

During the relevant time period, as set forth above, PACIFIC BELLS had, and continues to have, a company-wide policy and/or practice of understaffing restaurant locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads (including time/targets for drive-thru customers), and failure to schedule meal periods and/or adhere to a schedule for meal periods, has resulted in a lack of meal period coverage and prevented Ms. De La Torre and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. De La Torre 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, about four (4) times a week, Ms. De La Torre was required to work during her meal periods or could not take her meal periods until the sixth hour of her shift, due to the heavy workload and lack of coverage.

Also, as stated, PACIFIC BELLS's company-wide timekeeping system prevented Ms. De La Torre and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. De La Torre 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 before 30 minutes had elapsed. For example, Ms. De La Torre's meal periods were sometimes interrupted or cut short because she was required to prepare food orders and attend to customers who had been waiting in the drive-thru line or by the front-end registers.

Additionally, PACIFIC BELLS did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Ms. De La Torre and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

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

Moreover, PACIFIC BELLS 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. De La Torre and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that PACIFIC BELLS did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, PACIFIC BELLS did not pay other aggrieved employees at the correct rate of pay for premiums because PACIFIC BELLS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, PACIFIC BELLS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. De La Torre 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 §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

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

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

During the relevant time period, PACIFIC BELLS regularly failed to authorize and permit Ms. De La Torre 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, PACIFIC BELLS's company-wide use of labor budgeting and/or limited payroll allocation, understaffing, assigning heavy workloads, and failing to schedule rest periods and/or adhere to a schedule for rest periods, resulted in a lack of rest period coverage and prevented Ms. De La Torre and other aggrieved employees from being relieved of all duty in order to take compliant rest periods.

Furthermore, upon information and belief, during the relevant time period, PACIFIC BELLS maintained and implemented a company-wide on-premises rest period policy, which effectively required that Ms. De La Torre and other aggrieved employees remain on the work premises during their rest periods. Because Ms. De La Torre 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, PACIFIC BELLS effectively maintained control over Ms. De La Torre and other aggrieved employees during rest periods.

As a result of PACIFIC BELLS's practices and policies, Ms. De La Torre 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. De La Torre had to forego approximately five (5) of her rest periods per week because the restaurant was busy and did not provide sufficient coverage. When Ms. De La Torre was able to take her rest periods, they were often interrupted because she was required to attend to customers who had been waiting for their food orders and assist her coworkers with washing dishes.

PACIFIC BELLS has also 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. De La Torre and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that PACIFIC BELLS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, PACIFIC BELLS did not pay other aggrieved employees at the correct rate of pay for premiums because PACIFIC BELLS 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, PACIFIC BELLS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. De La Torre 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 §§ 226(b)-(c), 432, 1198, and 1198.5 – Failure to Produce and/or Permit Inspection of Records and Instruments Signed

California Labor Code section 226(b) provides that every employer shall furnish current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer. Labor Code Section 226(c) provides that an employer must comply with a request made pursuant to Labor Code section 226(b) no later than 21 calendar days from the date of the employee's request. California Labor Code section 226(f) states "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar ($750) penalty from the employer." California Labor Code section 226(h) states "[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees."

California Labor Code section 432 states "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." California Labor Code section 433 states "[a]ny person violating this article is guilty of a misdemeanor."

California Labor Code section 1198.5 requires that an employer provide a copy of an employee's personnel record no later than 30 days from the date the employer receives a written request. If an employer fails to satisfy this written request, the former employee may recover a penalty of $750 from the employer. Cal. Lab. Code § 1198.5(k). The former employee may also bring an action for injunctive relief and may recover costs and reasonable attorney's fees. Cal. Lab. Code § 1198.5(l).

IWC Wage Order No. 5-2001, subdivision 7(A), provides "[e]very employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request." IWC Wage Order No. 5-2001, subdivision 7(C), also provides "[a]ll required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request."

During the relevant time period, Ms. De La Torre sent PACIFIC BELLS reasonable written requests for documents and records relating to her employment with PACIFIC BELLS. During the relevant time period, PACIFIC BELLS failed to produce for inspection and copying or otherwise permit inspection and copying of documents and records relating to Ms. De La Torre's employment. For example, on December 16, 2022, Ms. De La Torre sent a written request to PACIFIC BELLS via FedEx overnight mail. On December 19, 2022, FedEx confirmed PACIFIC BELLS received Ms. De La Torre's written request for records. However, PACIFIC BELLS has not sent Ms. De La Torre's records. Thus, over 21 days have passed from the date that Ms. De La Torre sent PACIFIC BELLS a reasonable written request for documents and records relating to her employment, and PACIFIC BELLS has failed to comply with the requests in violation of Labor Code section 226(b) and the applicable IWC Wage Order.

Ms. De La Torre and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226(f) and (h), 1198.5(k)-(l), 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. PACIFIC BELLS has not provided Ms. De La Torre 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, PACIFIC BELLS has knowingly and intentionally provided Ms. De La Torre and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PACIFIC BELLS issued uniform wage statements to Ms. De La Torre 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, PACIFIC BELLS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because PACIFIC BELLS did not record the time Ms. De La Torre 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), PACIFIC BELLS did not list the correct amount of gross wages and net wages earned by Ms. De La Torre and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, PACIFIC BELLS failed to accurately list the total number of hours worked by Ms. De La Torre 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 PACIFIC BELLS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, PACIFIC BELLS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, PACIFIC BELLS failed to list the correct amount of net wages in violation of section 226(a)(5). PACIFIC BELLS 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. . . ." At all relevant times, and in violation of Labor Code section 1174(d), PACIFIC BELLS willfully failed to maintain accurate payroll records for Ms. De La Torre and/or 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, PACIFIC BELLS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and stop times for Ms. De La Torre and other aggrieved employees, in violation of section 1198. Also, in light of PACIFIC BELLS's failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, PACIFIC BELLS kept no records of meal start and end times for second meal periods.

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

Ms. De La Torre 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.

On information and belief, PACIFIC BELLS has a company-wide practice and/or policy of paying departing employees their final wages on the next regular pay cycle instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. Alternatively, PACIFIC BELLS has, on information and belief, a company-wide practice and/or policy of failing to pay terminated employees their final wages. For example, PACIFIC BELLS terminated Ms. De La Torre on or about November 23, 2022, and, as of the date of this notice, has not paid her final wages owed. Thus, PACIFIC BELLS failed to pay Ms. De La Torre and other aggrieved employees their final wages immediately, in violation of California Labor Code sections 201 or 202.

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

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

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

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

California Code of Regulations, Title 8, section 11050(5)(A) provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." The "primary purpose of the reporting time regulation" is "to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer." *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, PACIFIC BELLS violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because PACIFIC BELLS failed to pay Ms. De La Torre and other aggrieved employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day's work.

PACIFIC BELLS had a company-wide practice of sending Ms. De La Torre and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Ms. De La Torre and other aggrieved employees for half of their scheduled shift. For example, PACIFIC BELLS's managers sent Ms. De La Torre home within three (3) hours from the start of her shift because business was slow, but Ms. De La Torre was only paid for the time she had worked. Although Ms. De La Torre and other aggrieved employees reported to work based on the schedule that was provided to them, PACIFIC BELLS would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, PACIFIC BELLS did not pay Ms. De La Torre and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

Accordingly, Ms. De La Torre and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A).

Ms. De La Torre 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 § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 5-2001 also 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, PACIFIC BELLS, on a company-wide basis, required that Ms. De La Torre and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. De La Torre and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls or text messages or receive work-related announcements. Specifically, Ms. De La Torre used her personal cellular phone to respond to calls or text messages from her managers and was required to download the mobile application, "Crew," to her personal cellular phone to receive announcements from managers. Although PACIFIC BELLS required Ms. De La Torre and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, PACIFIC BELLS failed to reimburse them for these costs.

Second, PACIFIC BELLS had a company-wide policy of requiring Ms. De La Torre and other aggrieved employees to utilize their own personal vehicles or obtain alternate transportation to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, Ms. De La Torre was required to drive her own vehicle to a nearby supermarket, to obtain tools or equipment for work-related tasks, such as scissors for opening bags of inventory delivered to the restaurant. Similarly, on information and belief, other aggrieved employees were required to travel to PACIFIC BELLS's other restaurant locations to pick up food ingredients or restaurant supplies. Although PACIFIC BELLS required Ms. De La Torre and other aggrieved employees to utilize their own vehicles or obtain alternate transportation to carry out their work-related responsibilities, PACIFIC BELLS did not reimburse them for their travel expenses.

Third, during the relevant time period, PACIFIC BELLS required Ms. De La Torre and other aggrieved employees to wear uniforms bearing the "Taco Bell" company logo, including t-shirts, hats, and aprons. However, PACIFIC BELLS did not provide their employees with sufficient uniforms to wear for their shifts throughout the week. For example, PACIFIC BELLS only provided Ms. De La Torre with two (2) t-shirts, one (1) hat, and one (1) apron at the time of hire. Because PACIFIC BELLS failed to provide Ms. De La Torre 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. De La Torre and other aggrieved employees had to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. Further, due to the nature of restaurant work, Ms. De La Torre's uniform shirts would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that she was required to wash her uniforms items more frequently, thus incurring additional laundry expenses for the upkeep of her uniform. Thus, PACIFIC BELLS failed to maintain uniforms it required Ms. De La Torre and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

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

Thus, PACIFIC BELLS 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. De La Torre 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.

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

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

Accordingly, Ms. De La Torre 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) and 2699.3(c), 2699.5, and 558, Ms. De La Torre, 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 PACIFIC BELLS for violations of California Labor Code sections 201, 202, 204, 226(a)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. De La Torre 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: PACIFIC BELLS, LLC (via U.S. Certified Mail)

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

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DE LA TORRE
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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PACIFIC BELLS, LLC
111 W 39TH ST
VANCOUVER, WA 98660

9590 9402 7690 2122 7166 41

2. Article Number (Transfer from service label)

7022 2410 0000 2406 2945

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

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

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

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

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PACIFIC BELLS, LLC
111 W 39TH ST
VANCOUVER, WA 98660

9590 9402 7690 2122 7166 41

2. Article Number *(Transfer from service label)*

7022 2410 0000 2406 2945

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Sharon Holzer

C. Date of Delivery 1-26-23

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

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
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- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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

PROOF OF SERVICE

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

On **January 2, 2026**, I served the document described as: **SECOND AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

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PACIFIC BELLS, LLC

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[ ] **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 ELECTRONIC FILING:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

[ ] **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 **January 2, 2026,** at Los Angeles, California.

Xochitl Tapia
Type/Print Name

Signature