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

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

Plaintiff,

vs.

CANADIAN GUYS BURGERS LIMITED,
a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVSB2521190

**FIRST 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

1 Plaintiff Matthew Bandy, as an aggrieved employee and on behalf the State of California
2 and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations of
9 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
11 were committed, as set forth in this complaint, at any time between one year prior to the filing
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in
13 this case on August 4, 2025, until judgment (“non-party Aggrieved Employees”). Plaintiff’s
14 share of civil penalties sought in this action does not exceed \$75,000.

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

18 3. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action given that the State of
23 California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying
24 diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013).
25 *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy
26 requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot
27 be established when Plaintiff’s share of the civil penalties attributable to violations personally
28 suffered are less than \$75,000. *Id.* at 1122.

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

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 Matthew Bandy is a resident of San Bernardino, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately September 2019 to April 2025. Plaintiff worked for Defendants as a Crew Member from September 2019 to July 2024 and as a Shift Manager from July 2024 to April 2025 at their restaurants in Fontana (located at 15218 Summit Avenue, Suite A100, Fontana, California 92336) and Redlands (located at 10060 Alabama Street, Suite A, Redlands, California 92374). During his employment, Plaintiff typically worked eight (8) to twelve (12) hours per day and five (5) days or more per week. Plaintiff's primary job duties as a Crew Member included, without limitation, operating the grill and fry stations, preparing ingredients, cleaning workstations, taking customer orders, and operating the cash register. Plaintiff's primary job duties as a Shift Manager included, without limitation, taking customer orders, operating the cash register, conducting inventory, placing orders for ingredients, and cashing out the cash drawers and safe.

7. CANADIAN GUYS BURGERS LIMITED was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. Plaintiff is 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.

9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10

1 were the partners, agents, owners, or managers of Defendants at all relevant times.

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

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

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

17 **GENERAL ALLEGATIONS**

18 13. Defendants own and operate approximately nine (9) Five Guys Burgers and Fries
19 franchise restaurant locations in California. Upon information and belief, Defendants maintain
20 a single, centralized Human Resources (“HR”) department at their corporate headquarters in
21 Temecula, California, which is responsible for the recruiting and hiring of new employees, and
22 communicating and implementing Defendants’ company-wide policies, including timekeeping
23 policies and meal and rest period policies, to employees throughout California.

24 14. In particular, Plaintiff and other non-party Aggrieved Employees, on information
25 and belief, received the same standardized documents and/or written policies. Upon
26 information and belief, the usage of standardized documents and/or written policies, including
27 new-hire documents, indicate that Defendants dictated policies at the corporate level and
28 implemented them company-wide, regardless of their employees’ assigned locations or

1 positions.

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

10 16. Defendants continue to employ non-exempt or hourly paid employees in
11 California.

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

16 18. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
17 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
18 were not recorded.

19 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 receive certain wages for overtime compensation and that they were not receiving certain wages
22 for overtime compensation.

23 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 receive at least minimum wages for compensation and that they were not receiving at least
26 minimum wages for work that was required to be done off-the-clock. In violation of the
27 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
28 least minimum wages for work done off-the-clock.

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

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

17 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
19 receive complete and accurate wage statements in accordance with California law. In violation
20 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
21 provided complete and accurate wage statements.

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

26 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 timely payment of all wages earned upon termination of employment. In violation of the

1 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
2 payment of all wages due, including, but not limited to, overtime wages, minimum wages, meal
3 and rest period premiums, and/or reporting time pay, within permissible time periods.

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

10 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that they were prohibited from issuing instruments that were improper forms
12 of payment, in that Defendants paid wages to Plaintiff and other non-party Aggrieved
13 Employees using a non-sufficient funds instrument. In violation of the California Labor Code,
14 Defendants did not allow Plaintiff and other non-party Aggrieved Employees to access their
15 entire wages without discount and without delay, because Defendants had insufficient funds for
16 the payment of wages.

17 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to one
19 day's rest in seven. In violation of the California Labor Code, Defendants required Plaintiff
20 and other non-party Aggrieved Employees to work more than six consecutive days without a
21 day of rest, where the total hours worked exceeded 30 hours in any week or six hours in any
22 one day thereof.

23 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 receive all reporting time pay when Plaintiff and other non-party Aggrieved Employees were
26 required to report to work but were put to work for less than half of their usual or scheduled
27 shift. In violation of the California Labor Code and applicable IWC Wage Order, Plaintiff and
28 other non-party Aggrieved Employees were not paid all reporting time pay.

1 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 receive full reimbursement for all business-related expenses and costs they incurred during the
4 course and scope of their employment and that they did not receive full reimbursement of
5 applicable business-related expenses and costs incurred.

6 31. Plaintiff is informed and believes, and thereon alleges, that at all times herein
7 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
8 and other non-party Aggrieved Employees for all hours worked, and that Defendants had the
9 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
10 do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they
11 were properly denied wages, all in order to increase Defendants' profits.

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

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

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

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

- 27 (a) The aggrieved employee or representative shall give written notice by
28 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.

36. Pursuant to California Labor Code section 2699.3(c), aggrieved employees, through Plaintiff, 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

1 representative and by online filing with the LWDA if the alleged violation
2 is cured, including a description of actions taken, and no civil action
3 pursuant to Section 2699 may commence. If the alleged violation is not
4 cured within the 33-day period, the aggrieved employee may commence
5 a civil action pursuant to Section 2699.

6 37. On August 4, 2025, Plaintiff provided written notice by online filing to the
7 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
8 Code alleged to have been violated, including facts and theories to support the alleged
9 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
10 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
11 PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff
12 PAGA Case Number LWDA-CM-1116493-25. A true and correct copy of Plaintiff's written
13 notice to the LWDA and Defendants dated August 4, 2025, is attached hereto as "Exhibit 1."

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

17 39. Thus, Plaintiff has satisfied the administrative prerequisites under California
18 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
19 violations of California Labor Code sections 201, 202, 204, 212, 226(a), 226.7, 510, 512(a),
20 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

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

1 criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney
2 general, seeks assessment and collection of civil penalties under Labor Code section 558 for
3 herself, all other non-party Aggrieved Employees, and the State of California against
4 Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable
5 IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not
6 seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations
7 of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order.

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

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

14 43. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
15 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the
16 public interest as a private attorney general, seeks assessment and collection of civil penalties
17 and injunctive relief for himself, all other aggrieved employees, and the State of California
18 against Defendants for violations of California Labor Code sections 201, 202, 204, 212, 226(a),
19 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

20 **FIRST CAUSE OF ACTION**

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

22 **(Against all Defendants)**

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

25 45. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
26 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
27 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 212, 551, 552, 1174(d),
28 and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to

1 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
2 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, and 2802.

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

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

wages upon termination, as set forth below;

- (h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as set forth below;
- (i) Violation of Labor Code section 212 for failure to issue instruments that had sufficient funds for payment of wages, as set forth below;
- (j) Violation of Labor Code sections 551 and 552 for failure to provide one day's rest in seven to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (k) Violation of Labor Code sections section 1198 and the applicable IWC Wage Order for failure to pay reporting time pay when Plaintiff and other non-party Aggrieved Employees were put to work for less than half of their usual or scheduled shifts, as set forth below; and
- (l) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

47. 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.”

48. 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.

49. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved Employees working more than

1 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
2 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
3 hours in a workweek.

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

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

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

21 53. First, during the relevant time period, Defendants had, and continue to have, a
22 company-wide policy of discouraging and impeding Plaintiff and other non-party Aggrieved
23 Employees from recording hours worked that were outside of their scheduled shifts in order to
24 limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled
25 with Defendants' management's use of labor budgets and assignment of heavy workloads (*see*
26 *infra*), led Plaintiff and other non-party Aggrieved Employees to work off-the-clock outside of
27 their scheduled shift times. Specifically, on information and belief, Defendants utilized
28 software to track their labor costs twice per day and required managers to send employees home

1 before the end of their shifts if labor cost was determined to be too high. In conjunction with
2 this company-wide practice of utilizing a labor budget, Defendants' management pressured
3 Plaintiff and other non-party Aggrieved Employees, under threat of discipline, to record their
4 scheduled shift start-times and shift end-times instead of their actual hours worked to limit the
5 overtime hours employees were eligible to be compensated for. Because Defendants
6 discouraged overtime accrual, Plaintiff and other non-party Aggrieved Employees were
7 required to complete assigned tasks outside of their scheduled shifts without being compensated
8 for the time they worked.

9 54. For example, due to Defendants' requirement that Plaintiff clock in at his
10 scheduled shift start-time, Plaintiff worked for about 15 minutes before the start of his shifts at
11 least twice per week as Shift Manager in order to complete required opening duties, such as
12 preparing ingredients for the day. As another example, as Shift Manager, Plaintiff was
13 pressured to clock out at his regular shift end-time and continued working for about 1-1.5 hours
14 to complete closing duties, such as cleaning the fry, grill, and other kitchen stations; fixing
15 closing mistakes made by other employees; and cashing out the register and safe.

16 55. Second, Defendants had, and continue to have, a company-wide policy and/or
17 practice of requiring Plaintiff and other non-party Aggrieved Employees to complete mandatory
18 training modules, but did not always permit Plaintiff and other non-party Aggrieved Employees
19 to complete the training during their shifts. For example, Defendants' management required
20 Plaintiff to complete several training modules on his days off and at home, which took
21 approximately 20 minutes to an hour to complete. Defendants also had, and continue to have,
22 a company-wide policy and/or practice of requiring Plaintiff and other non-party Aggrieved
23 Employees to respond to text messages with members of management and attend mandatory
24 meetings while off-the-clock. For example, Plaintiff estimates he spent approximately five (5)
25 hours per week reading and responding to text messages regarding work updates. Additionally,
26 Plaintiff was once required to attend an hour-long mandatory meeting while off-the-clock.
27 Thus, Defendants failed to track all the time Plaintiff and other non-party Aggrieved Employees
28 spent performing work-related tasks outside of their scheduled shifts, and Plaintiff and other

1 non-party Aggrieved Employees received no compensation for this time.

2 56. Third, during the relevant time period, Defendants' timekeeping system was
3 integrated with the company's point-of-sale ("POS") system and only two (2) monitors were
4 available for clocking in and out. Plaintiff and other non-party Aggrieved Employees would
5 sometimes have to wait to clock in for the start of their shifts because other employees were
6 using the POS system to handle customer transactions. For instance, Plaintiff was sometimes
7 required to wait several minutes off-the-clock and under Defendants' control until a POS
8 monitor was available for clocking-in. Thus, Plaintiff and other non-party Aggrieved
9 Employees performed work that was not recorded, time for which they were not paid.

10 57. Fourth, upon information and belief, as stated, Defendants had, and continue to
11 have, a company-wide policy of strictly staffing their restaurant locations based on the labor
12 hours allocated by each location's labor or payroll budget set by the corporate office (*see supra*).
13 This practice of labor budgeting and/or limited payroll allocation has resulted in chronic
14 understaffing and a lack of adequate meal period coverage, because there were too few
15 employees on duty to handle the workload and attend to customers. Because Defendants did
16 not employ or staff a sufficient number of employees to meet customer demand, there was no
17 one available to relieve employees needing meal period coverage, and Plaintiff and other non-
18 party Aggrieved Employees were not always afforded uninterrupted 30-minute meal periods
19 during shifts when they were entitled to receive a meal period. For example, Plaintiff's meal
20 periods were interrupted and/or cut short 2-4 times per week due to the lack of coverage.
21 Defendants also have a practice of failing to adhere to a schedule for meal periods, which further
22 caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties for
23 compliant meal periods. Additionally, as stated, Defendants had, and continue to have, a
24 company-wide policy and/or practice of requiring that Plaintiff and other non-party Aggrieved
25 Employees respond to their personal mobile devices at all times, including during meal periods.
26 As a result, Defendants' management contacted Plaintiff personal mobile device during meal
27 periods to discuss work-related matters and to tell him to cut his meal periods short and return
28 to work, time for which he was not always paid.

1 58. Fifth, Defendants' management pressured Plaintiff and other non-party
2 Aggrieved Employees to clock out for meal periods and/or adjusted employee time records to
3 reflect compliant meal periods, even when they did not receive a compliant meal period. For
4 example, at least once per week, Plaintiff would clock out for his meal period but would work
5 through his unpaid meal period, out of fear of being disciplined by Defendants and/or Plaintiff's
6 supervisor would edit Plaintiff's meal period times on Plaintiff's timecards. Additionally,
7 during the relevant time period, Defendants' company-wide timekeeping system prevented
8 certain employees, including Plaintiff, from recording all hours worked when their meal periods
9 were shortened or interrupted, because the system locked out Plaintiff and other non-party
10 Aggrieved Employees once they clocked out for a meal period, and would not permit them to
11 clock back in from a meal period before 30 minutes had elapsed. Thus, Defendants did not
12 record all hours worked during meal periods, and Plaintiff and other non-party Aggrieved
13 Employees performed work during meal periods for which they were not paid.

14 59. Sixth, on information and belief, Defendants maintained and implemented a
15 company-wide on-premises meal period policy for certain managerial employees, including
16 Plaintiff, which effectively required that Plaintiff and other non-party Aggrieved Employees
17 remain on the work premises during meal periods. Because Plaintiff and other non-party
18 Aggrieved Employees were restricted from leaving the store premises during meal periods, they
19 were denied the ability to use their meal periods freely for their own purposes, such as running
20 personal errands. Thus, Defendants effectively maintained control over Plaintiff and other non-
21 party Aggrieved Employees during meal periods.

22 60. Defendants knew or should have known that as a result of these company-wide
23 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
24 their assigned duties off-the-clock outside of their scheduled shifts and during meal periods,
25 and were suffered or permitted to perform work for which they were not paid. Because Plaintiff
26 and other non-party Aggrieved Employees worked shifts of eight (8) hours a day or more or
27 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium
28 pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime

1 wages for all of the overtime hours they actually worked.

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

7 **FAILURE TO PAY MINIMUM WAGES**

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

9 62. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
10 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
11 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
12 Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which
13 an employee is subject to the control of an employer, and includes all the time the employee is
14 suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8,
15 § 11050(2)(M) (defining "Hours Worked").

16 63. First, as stated, in order to limit the amount of overtime employees could accrue,
17 Defendants had, and continue to have, a company-wide policy of discouraging and impeding
18 Plaintiff and other non-party Aggrieved Employees from recording hours worked that were
19 outside of their scheduled shifts. Defendants' policy of limiting overtime accrual, in
20 conjunction with their use of labor budgets and assignment of heavy workloads, led Plaintiff
21 and other non-party Aggrieved Employees to work off-the-clock outside of their scheduled shift
22 times to perform opening and closing duties, complete training modules, communicate with
23 management, and attend mandatory meetings. Moreover, as stated, because Defendants'
24 timekeeping system was integrated with the company's POS system, Plaintiff and other non-
25 party Aggrieved Employees sometimes had to wait to clock in for the start of their shifts when
26 other employees were using the POS system to handle customer transactions. Defendants failed
27 to track this time that Plaintiff and other non-party Aggrieved Employees spent working off-
28 the-clock, and thus, Plaintiff and other non-party Aggrieved Employees received no

1 compensation for this time.

2 64. Second, as stated, due to Defendants' company-wide policies and/or practices of
3 utilizing labor budgets and/or limited payroll allocation, understaffing, assigning heavy
4 workloads, failing to adhere to a schedule for meal periods, and requiring employees to respond
5 their personal mobile devices during meal periods, Plaintiff and other non-party Aggrieved
6 Employees were impeded from taking all uninterrupted meal periods to which they were entitled
7 and were required to work off-the-clock during meal periods, time for which they were not paid.

8 65. Moreover, as stated, on information and belief, Defendants pressured Plaintiff
9 and other non-party Aggrieved Employees to clock out for meal periods and/or adjusted
10 employee time records to reflect compliant meal periods, even when meal periods were missed,
11 short, and/or interrupted. In addition, as stated, Defendants' company-wide timekeeping system
12 prevented Plaintiff and other non-party Aggrieved Employees from entering time worked during
13 meal periods because the system locked out Plaintiff and other non-party Aggrieved Employees
14 for a full 30 minutes. Thus, Defendants systematically failed to pay Plaintiff and other non-
15 party Aggrieved Employees for actual hours worked during unpaid meal periods because these
16 hours were not always correctly recorded. Lastly, on information and belief, Defendants
17 maintained and implemented a company-wide requirement that certain (managerial) employees
18 stay on the work premises during meal periods. Defendants did not pay Plaintiff and other non-
19 party Aggrieved Employees for the time they continued to perform tasks during meal periods.

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

25 67. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
26 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
27 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
28 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

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

69. 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).

70. 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.

71. 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.

72. First, as stated, during the relevant time period, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads, has resulted in a lack of meal period coverage and prevented Plaintiff and other non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, Defendants also failed to adhere to a schedule for meal periods, which further caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their

1 duties for compliant meal periods.

2 73. Second, as also stated, Defendants had a company-wide policy and/or practice of
3 requiring that Plaintiff and other non-party Aggrieved Employees respond to their personal
4 mobile devices at all times, including during meal periods, in order to meet Defendants'
5 expectations. As a result, Defendants' management and coworkers contacted Plaintiff and other
6 non-party Aggrieved Employees on their personal mobile devices during meal periods to
7 discuss work-related matters, resulting in noncompliant, interrupted meal periods.

8 74. Third, as stated, on information and belief, because Defendants frowned upon
9 employees accruing meal period premiums, Defendants' management pressured Plaintiff and
10 other non-party Aggrieved Employees to clock out for meal periods and/or adjusted employee
11 time records to reflect compliant meal periods, regardless of whether they had received a
12 compliant meal period or not, in order to strictly limit the meal period premiums that would
13 need to be paid by Defendants. For example, as stated, at least once per week, Plaintiff was
14 required to record that he had received compliant meal periods on shifts when he had not, in
15 fact, received these timely, uninterrupted meal periods and/or Plaintiff's supervisor would edit
16 Plaintiff's meal period times on his timesheets to reflect compliant meal periods.

17 75. As a result, Plaintiff and other non-party Aggrieved Employees had to work
18 through part of their meal periods, had their meal periods interrupted, and/or had to wait
19 extended periods of time before taking meal periods. For example, Plaintiff regularly took his
20 meal periods late due to the heavy workload and lack of coverage. Additionally, as stated,
21 Plaintiff's meal periods were interrupted 2-4 times per week due to lack of coverage. Thus,
22 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with
23 compliant, 30-minute meal periods.

24 76. Fourth, as stated, during the relevant time period, Defendants' company-wide
25 timekeeping system prevented certain employees, including Plaintiff and other non-party
26 Aggrieved Employees, from recording when their meal periods were shortened or interrupted,
27 because the system locked out Plaintiff and other non-party Aggrieved Employees once they
28 clocked out for a meal period, and would not permit them to clock back in from a meal period

1 before 30 minutes had elapsed.

2 77. Fifth, as stated, on information and belief, Defendants maintained and
3 implemented a company-wide policy on-premises meal period policy for certain managerial
4 employees. This policy effectively required that Plaintiff and other non-party Aggrieved
5 Employees remain on the work premises during the meal periods. Because Plaintiff and other
6 non-party Aggrieved Employees were restricted from leaving the stores during meal periods,
7 they were denied the ability to use their meal periods freely for their own purposes. Thus,
8 Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
9 Employees during meal periods.

10 78. Sixth, Plaintiff and other non-party Aggrieved Employees worked shifts in
11 excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For
12 example, during his employment, Plaintiff often worked shifts in excess of ten (10) or more
13 hours per day, but was not provided a second 30-minute meal period. Plaintiff and other non-
14 party Aggrieved Employees did not sign valid meal period waivers on days that they were
15 entitled to meal periods and were not relieved of all duties.

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

22 80. Furthermore, Defendants engaged in a company-wide practice and/or policy of
23 not paying all meal period premiums owed when compliant meal periods were not provided.
24 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have
25 not received premium pay for all missed, late, and interrupted meal periods. As a result,
26 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant
27 meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed
28 to pay the full meal period premiums due.

1 81. Defendants’ conduct violates the applicable IWC Wage Order, and California
2 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
3 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
4 and/or 2699(a), (f), and (k).

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

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

7 82. At all relevant times herein set forth, the applicable IWC Wage Order and
8 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff’s and other
9 non-party Aggrieved Employees’ employment by Defendants.

10 83. At all relevant times, the applicable IWC Wage Order provides that “[e]very
11 employer shall authorize and permit all employees to take rest periods, which insofar as
12 practicable shall be in the middle of each work period” and that the “rest period time shall be
13 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
14 hours or major fraction thereof” unless the total daily work time is less than three and one-half
15 (3 ½) hours.

16 84. At all relevant times, California Labor Code section 226.7 provides that no
17 employer shall require an employee to work during any rest period mandated by an applicable
18 order of the California IWC. To comply with its obligation to authorize and permit rest periods
19 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
20 must “relinquish any control over how employees spend their break time, and relieve their
21 employees of all duties—including the obligation that an employee remain on call. A rest
22 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
23 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code
24 section 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover
25 from Defendants one (1) additional hour of pay at their regular rates of pay for each work day
26 that a required rest period was not authorized and permitted.

27 85. During the relevant time period, Defendants regularly failed to authorize and
28 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period

1 per each four (4) hour period worked or major fraction thereof. As with meal periods,
2 Defendants' company-wide practices of labor budgeting and/or limited payroll allocation,
3 understaffing, and assigning heavy workloads, resulted in a lack of rest period coverage and
4 prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duty
5 in order to take compliant rest periods. Defendants also failed to regularly schedule rest periods,
6 which, coupled with Defendants' failure to provide adequate rest period coverage, further led
7 to Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to
8 take rest periods.

9 86. Furthermore, during the relevant time period, on information and belief,
10 Defendants maintained a company-wide on-premises rest period policy for certain managerial
11 employees, which effectively required that Plaintiff and other non-party Aggrieved Employees
12 remain on Defendants' premises during their rest periods. Because Plaintiff and other non-party
13 Aggrieved Employees were restricted from leaving the premises during rest periods, they were
14 denied the ability to use their rest periods freely for their own purposes, such as running personal
15 errands. Thus, Defendants effectively maintained control over Plaintiff and other non-party
16 Aggrieved Employees during rest periods.

17 87. As a result of Defendants' practices and policies, Plaintiff and other non-party
18 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
19 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were
20 entitled. For example, Plaintiff had to forgo at least one rest period daily because the restaurant
21 was busy and he did not have coverage. When Plaintiff was able to take his rest periods, they
22 were regularly cut short and/or interrupted because he was required to return to work to attend
23 to customers and assist his coworkers.

24 88. Defendants have also engaged in a systematic, company-wide practice and/or
25 policy of not paying rest period premiums owed when rest periods are not authorized and
26 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
27 Employees have not received premium pay for all missed rest periods.

28 89. Defendants' conduct violates the applicable IWC Wage Order and California

1 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees
2 are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
3 2699(a), (f), and (k).

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

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

11 91. At all relevant times, Defendants have knowingly and intentionally provided
12 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
13 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
14 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours
15 worked; net wages earned; the name and address of the legal entity that is the employer; and all
16 applicable hourly rates in effect during the pay period, including rates of pay for overtime
17 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
18 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

19 92. Because Defendants did not record the time Plaintiff and other non-party
20 Aggrieved Employees spent working off the clock and deducted time from their records for
21 meal periods that were interrupted and/or missed (and therefore time for which they should have
22 been paid), Defendants did not list the correct amount of gross wages and net wages earned by
23 Plaintiff and other non-party Aggrieved Employees in compliance with sections 226(a)(1) and
24 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
25 worked by Plaintiff and other non-party Aggrieved Employees, in violation of section 226(a)(2),
26 and failed to list the applicable hourly rates of pay in effect during the pay period and the
27 corresponding accurate number of hours worked at each hourly rate, in violation of section
28 226(a)(9).

1 93. The wage statement deficiencies also include, among other things, failing to list
2 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
3 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
4 which employees were paid; failing to list the name of the employee and only the last four digits
5 of his or her social security number or an employee identification number other than a social
6 security number; failing to list the name and address of the legal entity that is the employer;
7 and/or failing to state all hours worked as a result of not recording or stating hours worked off-
8 the-clock.

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

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

Defendants' failure to provide Plaintiff and 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.

96. Defendants' conduct violates California Labor Code sections 226(a), 1174(d), and 1198. Plaintiff 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 (k).

FAILURE TO PAY WAGES UPON TERMINATION

VIOLATION OF LABOR CODE SECTIONS 201 AND 202

97. 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.

98. Defendants willfully failed to pay Plaintiff 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.

99. Defendants' failure to pay Plaintiff 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. Plaintiff 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 (k).

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1 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

2 **VIOLATION OF LABOR CODE SECTION 204**

3 100. At all times relevant herein set forth, Labor Code section 204 provides that all
4 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
5 days, inclusive, of any calendar month, other than those wages due upon termination of an
6 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
7 the month during which the labor was performed. Labor Code section 204 further provides that
8 all wages earned by any person in any employment between the sixteenth (16th) and the last
9 day, inclusive, of any calendar month, other than those wages due upon termination of an
10 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
11 month.

12 101. At all times relevant herein, Labor Code section 204 provides that all wages
13 earned for labor in excess of the normal work period shall be paid no later than the payday for
14 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
15 204 provides that the requirements of this section are deemed satisfied by the payment of wages
16 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
17 calendar days following the close of the payroll period.

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

22 103. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
23 all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved
24 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
25 210 and/or 2699(a), (f), and (k).

26 **PAYMENT OF WAGES BY NON-SUFFICIENT FUNDS INSTRUMENT**

27 **VIOLATION OF LABOR CODE SECTION 212**

28 104. At all times relevant herein, California Labor Code section 212 prohibits

1 employers from issuing any instruments for the payment of wages unless such instruments are
2 negotiable and payable in cash, on demand, and without discount. Moreover, at the time of the
3 issuance of payment and for a reasonable time thereafter, which must be at least 30 days, the
4 maker or drawer must have sufficient funds in, or credit, arrangement, or understanding with
5 the drawee for its payment.

6 105. During the relevant time period, Defendants had a practice and/or policy of
7 issuing paychecks that were improper forms of payment, in that Defendants paid wages to
8 Plaintiff and other non-party Aggrieved Employees by a non-sufficient funds instrument. For
9 example, upon information and belief, Plaintiff received his sick pay wages via a check which
10 he was told by Defendants' management not to cash for several weeks or else it would bounce.
11 Thus, Defendants' practice was, and continues to be, unlawful as it did not give Plaintiff and
12 other non-party Aggrieved Employees easy access to the entirety of their wages without
13 discount and without delay and the drawer had insufficient funds for the payment of wages.

14 106. California courts recognize a policy favoring the full and prompt payment of
15 wages to employees. Defendants' practice is inconsistent with this policy because it did not
16 allow Plaintiff and other non-party Aggrieved Employees to access their entire wages without
17 discount and without delay, in violation of California Labor Code section 212. Plaintiff and
18 other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant
19 to Labor Code sections 225.5 and/or 2699(a), (f), and (k).

20 **FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN**

21 **VIOLATION OF LABOR CODE SECTIONS 551 and 552**

22 107. At all relevant times herein, California Labor Code section 551 provides that
23 every person employed in any occupation of labor is entitled to one day's rest in seven.
24 Additionally, California Labor Code section 552 prohibits employers from requiring employees
25 to work more than six consecutive days without a day of rest.

26 108. At all relevant times herein set forth, California Labor Code section 556 exempts
27 an employer from the day-of-rest requirement when the total hours worked by an employee do
28 not exceed 30 hours in any week or six hours in any one day thereof.

1 109. During the relevant time period, on information and belief, Defendants scheduled
2 Plaintiff and other non-party Aggrieved Employees to work six (6) or more hours per day and
3 seven (7) consecutive days in a workweek. Because Plaintiff and other non-party Aggrieved
4 Employees worked over 30 hours per week and over six (6) hours per day in any one day in a
5 workweek, they were not exempt from the day-of-rest requirement. To the extent that Plaintiff
6 and other non-party Aggrieved Employees may have signed purported waivers of their right to
7 a day's rest in seven, such waivers are invalid.

8 110. Thus, during the relevant time period, and in violation of California Labor Code
9 sections 551 and 552, Defendants caused Plaintiff and other non-party Aggrieved Employees to
10 work more than six days in seven. Plaintiff and other non-party Aggrieved Employees are
11 therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a),
12 (f), and (k).

13 **FAILURE TO PAY REPORTING TIME PAY**

14 **VIOLATION OF LABOR CODE SECTION 1198**

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

20 112. The applicable IWC Wage Order, California Code of Regulations, Title 8,
21 section 11050(5)(A), provides that “[e]ach workday an employee is required to report to the
22 work site and does report, but is not put to work or is furnished less than half of his/her usual or
23 scheduled day's work, the employer shall be pay him/her for half the usual or scheduled day's
24 work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's
25 regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of
26 the reporting time regulation” is “to guarantee at least partial compensation for employees who
27 report to work expecting to work a specified number of hours, and who are deprived of that
28 amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v.*

1 *AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

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

7 114. Defendants had a company-wide practice of sending Plaintiff and other non-party
8 Aggrieved Employees home early from their shifts, including before they had worked at least
9 half of their usual or scheduled shift, but would not pay Plaintiff and other non-party Aggrieved
10 Employees for half of their usual or scheduled shift. For example, on numerous occasions,
11 Plaintiff was scheduled to work an 8-hour or longer shift but was sent home 1-3 hours after the
12 start of his shift by Defendants' managers because business was slow and, on information and
13 belief, pursuant to Defendants' metrics, "labor [cost] was high." Although Plaintiff and other
14 non-party Aggrieved Employees reported to work based on the schedule that was provided to
15 them, Defendants would send them home before they worked at least half of their usual or
16 scheduled shifts. When this occurred, on information and belief, Defendants did not pay
17 Plaintiff and other non-party Aggrieved Employees for at least half of their scheduled day's
18 work or the minimum reporting time pay.

19 115. Accordingly, Plaintiff and other non-party Aggrieved Employees were not
20 properly compensated with reporting time pay in violation of California Labor Code section
21 1198 and California Code of Regulations, Title 8, section 11050(5)(A). Plaintiff and other non-
22 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor
23 Code sections 2699(a), (f), and (k).

24 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

25 **VIOLATION OF LABOR CODE SECTION 2802**

26 116. At all times herein set forth, California Labor Code section 2802 provides that
27 an employer must reimburse employees for all necessary expenditures and losses incurred by
28 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is

1 to prevent employers from passing off their cost of doing business and operating expenses on
2 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App 4th 1137, 1144
3 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools
4 or equipment are required by the employer or are necessary to the performance of a job, such
5 tools and equipment shall be provided and maintained by the employer, except that an employee
6 whose wages are at least two (2) times the minimum wage provided herein may be required to
7 provide and maintain hand tools and equipment customarily required by the trade or craft.”
8 IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required by the
9 employer to be worn by the employee as a condition of employment, such uniforms shall be
10 provided and maintained by the employer.”

11 117. First, during the relevant time period, Defendants, on a company-wide basis,
12 required Plaintiff and other non-party Aggrieved Employees to use their personal mobile
13 devices, including, but not limited to, cellular phones and/or mobile data to carry out their job
14 duties, but failed to reimburse them for the costs of their work-related mobile device expenses.
15 For example, Plaintiff and other non-party Aggrieved Employees were required to use their
16 personal mobile devices and mobile data for work-related tasks, including responding to text
17 messages from management and coworkers, taking and logging inventory, using the calculator,
18 checking and sending e-mails on the Microsoft Outlook application, and utilizing a scheduling
19 application called Crunchtime Teamworx. Although Defendants required Plaintiff and other
20 non-party Aggrieved Employees to utilize their personal mobile devices and/or mobile data to
21 carry out their work-related responsibilities, Defendants failed to reimburse them for these
22 costs.

23 118. Second, Defendants had a company-wide policy of requiring Plaintiff and other
24 non-party Aggrieved Employees to utilize their own personal vehicles for work purposes, but
25 failed to reimburse them for all costs of travel, including mileage. For example, on two (2)
26 occasions, Plaintiff was required to drive about 24 miles roundtrip to U.S. Foods’s distribution
27 center in Fontana to purchase restaurant ingredients such as strawberries and burger meat. In
28 addition, on 4-5 occasions, Plaintiff was required to drive about 16 miles roundtrip to

1 Defendants' other Five Guys restaurant location in Rancho Cucamonga to pick up bread for the
2 restaurant. Although Defendants required Plaintiff and other non-party Aggrieved Employees
3 to utilize their own vehicles to carry out their work-related duties, Defendants did not reimburse
4 them for their mileage or travel expenses.

5 119. Third, during the relevant time period, Defendants required Plaintiff and other
6 non-party Aggrieved Employees to report to work in clean and presentable uniforms, including
7 a shirt bearing the Five Guys company logo. However, Defendants did not provide their
8 employees with sufficient uniform items to wear in relation to the tasks they were required to
9 perform and the number of shifts they worked throughout the week. For example, Defendants
10 only provided Plaintiff and other non-party Aggrieved Employees with two (2) uniform shirts
11 at the time of hire. Because Defendants failed to provide employees with an adequate number
12 of uniform items, Plaintiff was forced to wash his uniforms more frequently than he would
13 otherwise do laundry, and incur additional laundry expenses for the upkeep of his uniforms.
14 Thus, Defendants failed to maintain uniforms they required Plaintiff and other non-party
15 Aggrieved Employees to wear during their shifts and forced them to incur the cost of
16 maintaining employee uniforms.

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

25 121. Defendants' company-wide policy and/or practice of not reimbursing employees
26 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-
27 party Aggrieved Employees violates California Labor Code section 2802. Plaintiff and other
28 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to

1 Labor Code sections 2699(a), (f), and (k).

2 **REQUEST FOR JURY TRIAL**

3 Plaintiff requests a trial by jury.

4 **PRAYER FOR RELIEF**

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

7 1. For civil penalties, injunctive relief, and attorneys' fees in excess of thirty-five
8 thousand dollars (\$35,000). Plaintiff reserves the right to amend his prayer for relief to seek a
9 different amount.

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

11 2. That the Court declare, adjudge, and decree that Defendants violated the
12 following California Labor provisions as to Plaintiff and other non-party Aggrieved Employees:
13 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, and 1198 (by
14 failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by
15 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all
16 rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and
17 maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon
18 termination); 204 (by failing to timely pay all earned wages during employment); 212 (by failing
19 to issue instruments that had sufficient funds for payment of wages); 551 and 552 (by failing to
20 provide one day's rest in seven); 1198 and the applicable IWC Wage Order (by failing to provide
21 reporting time pay); and 2802 (by failing to reimburse business expenses);

22 3. For civil penalties pursuant to the California Labor Code, including sections 210,
23 225.5, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code
24 sections 201, 202, 204, 212, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194,
25 1197, 1198, and 2802;

26 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
27 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
28 sections 201, 202, 204, 212, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194,

1197, 1198, and 2802;

5. For attorneys' fees and for costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 212, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

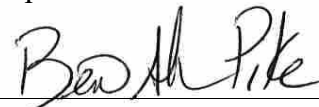
6. For pre-judgment interest and post-judgment interest as provided by law; and

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

Dated: October 10, 2025

Respectfully submitted,

Capstone Law APC

By: 

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

Attorneys for Plaintiff Matthew Bandy

EXHIBIT “1”

SAIRAH BUDHWANI
310.929.5455 Direct
Sairah.Budhwani@capstonelawyers.com

August 4, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Matthew Bandy v. Canadian Guys Burgers Limited*

Dear PAGA Administrator:

This office represents Matthew Bandy in connection with his claims under the California Labor Code. Mr. Bandy was an employee of CANADIAN GUYS BURGERS LIMITED ("CANADIAN GUYS").

The employer may be contacted directly at the address below:

CANADIAN GUYS BURGERS LIMITED
40426 WINCHESTER RD
TEMECULA, CA 92591-5502

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

CANADIAN GUYS employed Mr. Bandy as an hourly paid, non-exempt employee from approximately September 2019 to July 2024 as a Crew Member, and from July 2024 to April 2025 as a Shift Manager. Mr. Bandy worked for CANADIAN GUYS at its restaurants in Fontana (located at 15218 Summit Avenue, Suite A100, Fontana, California 92336) and Redlands (located at 10060 Alabama Street, Suite A, Redlands, California 92374). During his employment, Mr. Bandy typically worked eight (8) to twelve (12) hours per day and five (5) days or more per week. At the time Mr. Bandy's employment with CANADIAN GUYS ended, he earned approximately \$21.00 per hour. His job duties as a Crew Member included, without limitation, operating the grill and fry stations, preparing ingredients, cleaning workstations, taking customer orders, and operating the cash register. His job duties as a Shift Manager included, without limitation, taking customer orders, operating the

cash register, conducting inventory, placing orders for ingredients, and cashing out the cash drawers and safe.

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

CANADIAN GUYS’s Company-Wide and Uniform Payroll and HR Practices

CANADIAN GUYS BURGERS LIMITED is a California corporation that owns and operates approximately nine (9) Five Guys Burgers and Fries franchise restaurant locations in California. Upon information and belief, CANADIAN GUYS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Temecula, California, for all non-exempt, hourly paid employees working for CANADIAN GUYS in California, including Mr. Bandy and other aggrieved employees. At all relevant times, CANADIAN GUYS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Bandy and other aggrieved employees, regardless of their location or position.

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

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

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

First, during the relevant time period, CANADIAN GUYS had, and continues to have, a company-wide policy of discouraging and impeding Mr. Bandy and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled with CANADIAN GUYS's management's use of labor budgets and assignment of heavy workloads (*see infra*), led Mr. Bandy and other aggrieved employees to work off-the-clock outside of their scheduled shift times. Specifically, on information and belief, CANADIAN GUYS utilized software to track its labor costs twice per day and required managers to send employees home before the end of their shifts if labor cost was determined to be too high. In conjunction with this company-wide practice of utilizing a labor budget, CANADIAN GUYS's management pressured Mr. Bandy and other aggrieved employees, under threat of discipline, to record their scheduled shift start-times and shift end-times instead of their actual hours worked to limit the overtime hours employees were eligible to be compensated for. Because CANADIAN GUYS discouraged overtime accrual, Mr. Bandy and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked.

For example, due to CANADIAN GUYS's requirement that Mr. Bandy clock in at his scheduled shift start-time, Mr. Bandy worked for about 15 minutes before the start of his shifts at least twice per week as Shift Manager in order to complete required opening duties, such as preparing ingredients for the day. As another example, as Shift Manager, Mr. Bandy was pressured to clock out at his regular shift end-time and continued working for about 1-1.5 hours to complete closing duties, such as cleaning the fry, grill, and other kitchen stations; fixing closing mistakes made by other employees; and cashing out the register and safe.

Second, CANADIAN GUYS had, and continues to have, a company-wide policy and/or practice of requiring Mr. Bandy and other aggrieved employees to complete mandatory training modules, but did not always permit Mr. Bandy and other aggrieved employees to complete the training during their shifts. For example, CANADIAN GUYS's management required Mr. Bandy to complete several training modules on his days off and at home, which took approximately 20 minutes to an hour to complete. CANADIAN GUYS also had, and continues to have, a company-wide policy and/or practice of requiring Mr. Bandy and other aggrieved employees to respond to text messages with members of management and attend mandatory meetings while off-the-clock. For example, Mr. Bandy estimates he spent approximately five (5) hours per week reading and responding to text messages regarding work-related updates. Additionally, Mr. Bandy was once required to attend an hour-long mandatory meeting while off-the-clock. Thus, CANADIAN GUYS failed to track all the time Mr. Bandy and other aggrieved employees spent performing work-related tasks outside of their scheduled shifts, and Mr. Bandy and other aggrieved employees received no compensation for this time.

Third, during the relevant time period, CANADIAN GUYS's timekeeping system was integrated with the company's point-of-sale ("POS") system and only two (2) monitors were available for clocking in and out. Mr. Bandy and other aggrieved employees would sometimes have to wait to clock in for the start of their shifts because other employees were using the POS system to handle

customer transactions. For instance, Mr. Bandy was sometimes required to wait several minutes off-the-clock and under CANADIAN GUYS's control until a POS monitor was available for clocking-in. Thus, Mr. Bandy and other aggrieved employees performed work that was not recorded, time for which they were not paid.

Fourth, upon information and belief, as stated, CANADIAN GUYS had, and continues to have, a company-wide policy of strictly staffing its restaurant locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office (*see supra*). This practice of labor budgeting and/or limited payroll allocation has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Because CANADIAN GUYS did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Mr. Bandy and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Bandy's meal periods were interrupted and/or cut short 2-4 times per week due to the lack of coverage. CANADIAN GUYS also has a practice of failing to adhere to a schedule for meal periods, which further caused Mr. Bandy and other aggrieved employees to not be relieved of their duties for compliant meal periods. Additionally, as stated, CANADIAN GUYS had, and continues to have, a company-wide policy and/or practice of requiring that Mr. Bandy and other aggrieved employees respond to their personal mobile devices at all times, including during meal periods. As a result, CANADIAN GUYS's management contacted Mr. Bandy personal mobile device during meal periods to discuss work-related matters and to tell him to cut his meal periods short and return to work, time for which he was not always paid.

Fifth, CANADIAN GUYS's management pressured Mr. Bandy and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when they did not receive a compliant meal period. For example, at least once per week, Mr. Bandy would clock out for his meal period but would work through his unpaid meal period, out of fear of being disciplined by CANADIAN GUYS and/or Mr. Bandy's supervisor would edit Mr. Bandy's meal period times on his timecards. Additionally, during the relevant time period, CANADIAN GUYS's company-wide timekeeping system prevented certain employees, including Mr. Bandy, from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Bandy 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. Thus, CANADIAN GUYS did not record all hours worked during meal periods, and Mr. Bandy and other aggrieved employees performed work during meal periods for which they were not paid.

Sixth, on information and belief, CANADIAN GUYS maintained and implemented a company-wide on-premises meal period policy for certain managerial employees, including Mr. Bandy, which effectively required that Mr. Bandy and other aggrieved employees remain on the work premises during their unpaid meal periods. Because Mr. Bandy and other aggrieved employees were restricted from leaving the store premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, CANADIAN GUYS effectively maintained control over Mr. Bandy and other aggrieved employees during their unpaid meal periods.

CANADIAN GUYS knew or should have known that as a result of these company-wide practices and/or policies, Mr. Bandy and other aggrieved employees were performing their assigned duties off-

the-clock outside of their scheduled shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Bandy and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Bandy and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

CANADIAN GUYS's failure to pay Mr. Bandy and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Bandy and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CANADIAN GUYS into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in 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").

First, as stated, in order to limit the amount of overtime employees could accrue, CANADIAN GUYS had, and continues to have, a company-wide policy of discouraging and impeding Mr. Bandy and other aggrieved employees from recording hours worked that were outside of their scheduled shifts. CANADIAN GUYS's policy of limiting overtime accrual, in conjunction with its use of labor budgets and assignment of heavy workloads, led Mr. Bandy and other aggrieved employees to work off-the-clock outside of their scheduled shift times to perform opening and closing duties, complete training modules, communicate with management, and attend mandatory meetings. Moreover, as stated, because CANADIAN GUYS's timekeeping system was integrated with the company's POS system, Mr. Bandy and other 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. CANADIAN GUYS failed to track this time that Mr. Bandy and other aggrieved employees spent working off-the-clock, and thus, Mr. Bandy and other aggrieved employees received no compensation for this time.

Second, as stated, due to CANADIAN GUYS's company-wide policies and/or practices of utilizing labor budgets and/or limited payroll allocation, understaffing, assigning heavy workloads, failing to adhere to a schedule for meal periods, and requiring employees to respond their personal mobile devices during meal periods, Mr. Bandy and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, time for which they were not paid.

Moreover, as stated, on information and belief, CANADIAN GUYS pressured Mr. Bandy and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. In addition, as stated, CANADIAN GUYS's company-wide timekeeping system prevented Mr. Bandy and other aggrieved employees from entering time worked during meal periods because the system locked out

Mr. Bandy and other aggrieved employees for a full 30 minutes. Thus, CANADIAN GUYS systematically failed to pay Mr. Bandy and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded. Lastly, on information and belief, CANADIAN GUYS maintained and implemented a company-wide requirement that certain (managerial) employees stay on the work premises during meal periods. CANADIAN GUYS did not pay Mr. Bandy and other aggrieved employees for the time they continued to perform tasks during meal periods.

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

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

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

First, as stated, during the relevant time period, CANADIAN GUYS had, and continues to have, a company-wide policy and/or practice of understaffing its locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads, has resulted in a lack of meal period coverage and prevented Mr. Bandy and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, CANADIAN GUYS also failed to adhere to a schedule for meal periods, which further caused Mr. Bandy and other aggrieved employees to not be relieved of their duties for compliant meal periods.

Second, as also stated, CANADIAN GUYS had a company-wide policy and/or practice of requiring that Mr. Bandy and other aggrieved employees respond to their personal mobile devices at all times, including during meal periods, in order to meet CANADIAN GUYS's expectations. As a result, CANADIAN GUYS's management and coworkers contacted Mr. Bandy and other aggrieved employees on their personal mobile devices during meal periods to discuss work-related matters, resulting in noncompliant, interrupted meal periods.

Third, as stated, on information and belief, because CANADIAN GUYS frowned upon employees accruing meal period premiums, CANADIAN GUYS's management pressured Mr. Bandy and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by CANADIAN GUYS. For example, as stated, at least once per week, Mr. Bandy was required to record that he had received compliant meal periods on shifts when he had not, in fact, received these timely, uninterrupted meal periods and/or Mr. Bandy's supervisor would edit Mr. Bandy's meal period times on his timesheets to reflect compliant meal periods.

As a result, Mr. Bandy 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, Mr. Bandy regularly took his meal periods late due to the heavy workload and lack of coverage. Additionally, as stated, Mr. Bandy's meal periods were interrupted 2-4 times per week due to lack of coverage. Thus, CANADIAN GUYS failed to provide Mr. Bandy and other aggrieved employees with compliant, 30-minute meal periods.

Fourth, as stated, during the relevant time period, CANADIAN GUYS's company-wide timekeeping system prevented certain employees, including Mr. Bandy and other aggrieved employees, from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Bandy 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.

Fifth, as stated, on information and belief, CANADIAN GUYS maintained and implemented a company-wide on-premises meal period policy for certain managerial employees. This policy effectively required that Mr. Bandy and other aggrieved employees remain on the work premises during their meal periods. Because Mr. Bandy and other aggrieved employees were restricted from leaving the stores during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, CANADIAN GUYS effectively maintained control over Mr. Bandy and other aggrieved employees during meal periods.

Sixth, Mr. Bandy and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during his employment, Mr. Bandy often worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Mr. Bandy 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, CANADIAN GUYS knew or should have known that, as a result of these policies, Mr. Bandy and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. CANADIAN GUYS further knew or should have known that CANADIAN GUYS did not pay Mr. Bandy and

other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, CANADIAN GUYS 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, Mr. Bandy and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

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

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

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

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

During the relevant time period, CANADIAN GUYS regularly failed to authorize and permit Mr. Bandy 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, CANADIAN GUYS's company-wide practices of labor budgeting and/or limited payroll allocation, understaffing, and assigning heavy workloads, resulted in a lack of rest period coverage and prevented Mr. Bandy and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. CANADIAN GUYS also failed to regularly schedule rest periods, which, coupled with CANADIAN GUYS's failure to provide adequate rest period coverage, further led to Mr. Bandy and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, CANADIAN GUYS maintained a company-wide on-premises rest period policy for certain managerial employees, which effectively required that Mr. Bandy and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Bandy and 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, CANADIAN GUYS effectively maintained control over Mr. Bandy and aggrieved employees during rest periods.

As a result of CANADIAN GUYS's practices and policies, Mr. Bandy and/or aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Bandy had to forgo at least one rest period daily because the restaurant was busy and he did not have coverage. When Mr. Bandy was able to take his rest periods, they were regularly cut short and/or interrupted because he was required to return to work to attend to customers and assist his coworkers.

CANADIAN GUYS has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Bandy and other aggrieved employees have not received premium pay for non-compliant rest periods.

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

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

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CANADIAN GUYS has not provided Mr. Bandy 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, CANADIAN GUYS has knowingly and intentionally provided Mr. Bandy and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CANADIAN GUYS issued uniform wage statements to Mr. Bandy and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, CANADIAN GUYS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CANADIAN GUYS did not record the time Mr. Bandy 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), CANADIAN

GUY'S did not list the correct amount of gross wages and net wages earned by Mr. Bandy and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CANADIAN GUY'S failed to accurately list the total number of hours worked by Mr. Bandy and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

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

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CANADIAN GUY'S engaged in company-wide practices and/or policies of failing to keep accurate records of work period and meal period start and end times for Mr. Bandy and other aggrieved employees, in violation of section 1198. Furthermore, in light of CANADIAN GUY'S's failure to provide Mr. Bandy and other aggrieved employees with second 30-minute meal periods to which they were entitled, CANADIAN GUY'S kept no records of meal start and end times for second meal periods.

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

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

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

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

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

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

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

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

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

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

Violation of California Labor Code § 212 – Payment of Wages by Non-Sufficient Funds Instrument

California Labor Code section 212 prohibits employers from issuing any instruments for the payment of wages unless such instruments are negotiable and payable in cash, on demand, and without discount. Moreover, at the time of the issuance of payment and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer must have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment.

During the relevant time period, CANADIAN GUYS had a practice and/or policy of issuing paychecks that were improper forms of payment, in that CANADIAN GUYS paid wages to Mr. Bandy and other aggrieved employees by a non-sufficient funds instrument. For example, upon information and belief, Mr. Bandy received his sick pay wages via a check which he was told by CANADIAN GUYS's management not to cash for several weeks or else it would bounce. Thus, CANADIAN GUYS's practice was, and continues to be, unlawful as it did not give Mr. Bandy and other aggrieved employees easy access to the entirety of their wages without discount and without delay and the drawer had insufficient funds for the payment of wages.

California courts recognize a policy favoring the full and prompt payment of wages to employees. CANADIAN GUYS's practice is inconsistent with this policy because it did not allow Mr. Bandy and other aggrieved employees to access their entire wages without discount and without delay, in violation of California Labor Code section 212.

Mr. Bandy and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CANADIAN GUYS into compliance with Labor Code section 212, pursuant to Labor Code sections 203.1, 225.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 551 and 552 – Failure to Provide One Day's Rest in Seven

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six (6) hours in any one day thereof.

During the relevant time period, on information and belief, CANADIAN GUYS scheduled Mr. Bandy and other aggrieved employees to work six (6) or more hours per day and seven (7) consecutive days in a workweek. Because Mr. Bandy and other aggrieved employees worked over 30 hours per week and over six (6) hours per day in any one day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Mr. Bandy and other aggrieved employees may have signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

Thus, CANADIAN GUYS caused Mr. Bandy and other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Mr. Bandy and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek

injunctive relief to bring CANADIAN GUYS into compliance with Labor Code sections 551 and 552, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

California Code of Regulations, Title 8, section 11050(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, CANADIAN GUYS violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because CANADIAN GUYS failed to pay Mr. Bandy 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.

CANADIAN GUYS had a company-wide practice of sending Mr. Bandy 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 Mr. Bandy and other aggrieved employees for half of their scheduled shift. For example, on numerous occasions, Mr. Bandy was scheduled to work an 8-hour or longer shift but was sent home 1-3 hours after the start of his shift by CANADIAN GUYS’s managers because business was slow and, on information and belief, pursuant to CANADIAN GUYS’s metrics, “labor [cost] was high.” Although Mr. Bandy and other aggrieved employees reported to work based on the schedule that was provided to them, CANADIAN GUYS would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, on information and belief, CANADIAN GUYS did not pay Mr. Bandy and other aggrieved employees for at least half of their scheduled day’s work or the minimum reporting time pay.

Accordingly, Mr. Bandy 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). Mr. Bandy and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring CANADIAN GUYS into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

During the relevant time period, CANADIAN GUYS, on a company-wide basis, required Mr. Bandy and other aggrieved employees to use their 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 and/or mobile data expenses. For example, Mr. Bandy was required to use his personal cellular phone to communicate with his managers about work-related issues and questions, such as questions about food deliveries made during his shifts. Although CANADIAN GUYS required Mr. Bandy and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, CANADIAN GUYS failed to reimburse them for their costs incurred.

CANADIAN GUYS could have provided Mr. Bandy and other aggrieved employees with company mobile devices, or, CANADIAN GUYS could have reimbursed employees for the cost of their mobile device usage. Instead, CANADIAN GUYS passed these operating costs onto Mr. Bandy and other aggrieved employees.

Thus, CANADIAN GUYS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Bandy and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring CANADIAN GUYS into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

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

Accordingly, Mr. Bandy seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Bandy, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against CANADIAN GUYS for violations of California Labor Code sections 201, 202, 204, 212, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

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

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

Best Regards,

A handwritten signature in black ink that reads "Sairah Budhwani". The signature is written in a cursive, flowing style.

Sairah Budhwani

Copy: CANADIAN GUYS BURGERS LIMITED (via U.S. Certified Mail)

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



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2. Article Number (Transfer from service label)

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Chris Sistreros

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If YES, enter delivery address below: ☐ No

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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **October 10, 2025**, I served the document described as: **FIRST 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:

MEGAN CHILDRESS, SBN 266926
mchildress@ohaganmeyer.com
ELIZABETH M. MARTIN, SBN 316968
emartin@ohaganmeyer.com
O'HAGAN MEYER LLP
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Attorneys for Defendant
CANADIAN GUYS BURGERS LIMITED

Johana Whitbeck
jwhitbeck@ohaganmeyer.com

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.
- ☒ **BY ELECTRONIC SERVICE:** 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 10, 2025**, at Los Angeles, California.

Xochitl Tapia
Type/Print Name


Signature