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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SEP 18 2023

BY: 
Iridian Cuen, Deputy



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

CRISTIAN CHAVEZ; ABIGAIL HOLT,
as individuals, on behalf of themselves and
others similarly situated,

PLAINTIFFS,

v.

CR MANAGEMENT CO, LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

DEFENDANT.

CASE NO. CIVSB2123353

**[Amended as a matter of right, pursuant to
Labor Code § 2699.3(a)(2)(C)]**

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Minimum and Straight Time Wages Under Labor Code §§ 204, 1194, 1194.2, and 1197
2. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
3. Failure to Provide Meal Breaks Pursuant to Labor Code § 226.7 and 512
4. Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7
5. Violation of Labor Code § 2802
6. Violation of Labor Code § 226(a)
7. Penalties Pursuant to Labor Code § 203
8. Violation of Business & Professions Code § 17200
9. Penalties Pursuant to Labor Code § 2699, et seq.

1 Plaintiffs CRISTIAN CHAVEZ and ABIGAIL HOLT, as individuals, on behalf of
2 themselves, all others similarly situated (collectively, “Plaintiffs”), and on behalf of the people of
3 the State of California and each as an “aggrieved employee” under the Labor Code Private
4 Attorneys General Act of 2004, §2699, et seq. (hereafter “PAGA”), complains of Defendant CR
5 MANAGMENT CO, LLC; and DOES 1 to 50 (“Defendant”), and each of them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class Action and Representative Action, pursuant to Code of Civil
9 Procedure § 382 and Labor Code §2699, et seq., on behalf of Plaintiffs and a Proposed Class
10 defined as:

11 All persons who are employed or have been employed as an hourly
12 employee by any Defendant in the State of California since four (4)
13 years prior to the filing of this action to the present plus any
14 additional time during which the statutes of limitation for the causes
15 of action herein were tolled pursuant to Emergency Rule 9 of the
16 California Rules of Court, the ‘Emergency Rules Related to
17 COVID-19’. (“Proposed Class”)

18 2. Any limitations period referenced in this complaint is extended pursuant to
19 Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the
20 California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of
21 limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020
22 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action
23 that exceed 180 days are tolled from April 6, 2020, until October 16 1, 2020.”] Any reference to
24 the relevant time period or statute of limitations referenced in this complaint is extended into the
25 past by the number of days in which this tolling was in effect.

26 3. From at least four (4) years prior to the filing of this action continuing to the present,
27 Defendant has had a consistent policy of failing to pay Plaintiffs and the Proposed Class members
28 for all hours worked, including all minimum and straight time wages in compliance with the
California Labor Code and IWC Wage Orders.

4. From at least four (4) years prior to the filing of this action continuing to the present,

1 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
2 members at the appropriate rate of pay. Plaintiffs and Proposed Class members were not properly
3 compensated for all hours worked at the appropriate rate of pay because Defendant required them
4 to undergo daily temperature checks before clocking in, but failed to compensate them for this
5 time worked at the appropriate rate of pay. Plaintiffs and the Proposed Class are not paid any
6 wages for the time spent undergoing these pre-shift temperature checks. As such, Plaintiffs and
7 the Proposed Class were routinely required to work “off the clock” and are owed wages as a result.

8 5. From at least four (4) years prior to the filing of this action and continuing to the
9 present, Defendant failed to apprise Plaintiffs and the Proposed Class of their rights associated
10 with meal periods and failed to provide compliant meal periods. Defendant has had a consistent
11 policy of: (1) failing to provide Plaintiffs and the Proposed Class compliant meal periods; and (2)
12 failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation
13 for each workday that the complaint meal period was not provided, as required by California state
14 wage and hour laws. Additionally, Defendant has had a consistent policy of failing to pay meal
15 period premiums in compliance with California law.

16 6. From at least four (4) years prior to the filing of this action and continuing to the
17 present, Defendant maintained a consistent policy of failing to provide Plaintiffs and the Proposed
18 Class with rest breaks of not less than ten (10) minutes per four (4) hour work period or major
19 fraction thereof. Defendant failed to maintain a valid policy informing Plaintiffs and the Proposed
20 Class of this right. Plaintiffs and the Proposed Class have been required to work four hour
21 increments or major fractions thereof without being provided with a ten (10) minute rest period.

22 7. From at least four (4) years prior to the filing of this action and continuing to the
23 present, Plaintiffs and the Proposed Class members were required to incur substantial expenses in
24 direct consequent of the discharge of their duties for Defendant without reimbursement.
25 Specifically, Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of using
26 their personal cell phones for business related purposes. Defendant required that Plaintiffs and the
27 Proposed Class members be available by cell phone and answer/use their cell phones while
28 working and this was necessary to perform their job duties. These cell phones were not provided

1 by Defendant, and Defendant failed to reimburse Plaintiffs and the Proposed Class members for
2 the costs associated with using their personal cell phones.

3 8. For at least one (1) year prior to the filing of this action continuing to the present,
4 Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 7-2001
5 and Labor Code § 226(a) by failing to provide Plaintiffs and the Proposed Class accurate itemized
6 wage statements in writing showing the gross wages, total hours worked and all applicable hourly
7 rates in effect during the pay period and the corresponding number of hours worked at each hourly
8 rate by the employee.

9 9. For at least three (3) years prior to the filing of this action continuing to the present,
10 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiffs and
11 the Proposed Class.

12 10. Plaintiffs, on behalf of themselves and all Proposed Class members bring this action
13 pursuant to Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1199,
14 and 2802; Wage Order 7-2001; and California Code of Regulations, Title 8, Section 11070,
15 seeking unpaid wages/overtime, including minimum and straight time wages, meal and rest period
16 penalties, accurate itemized wage statements, unreimbursed expenses, all wages due upon
17 termination, other penalties, injunctive and other equitable relief, and reasonable attorneys’ fees
18 and costs.

19 11. Plaintiffs, on behalf of themselves and all Proposed Class members, pursuant to
20 Business & Professions Code §§ 17200-17208, also seek injunctive relief, restitution, and
21 disgorgement of all benefits Defendant enjoyed from their unlawful conduct as described herein.

22 12. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
23 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to
24 PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph
25 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
26 pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or
27 formerly employed by Defendant during the liability period as defined in their PAGA notice letters
28 (see Exhibit “1”), bring this representative action pursuant to Labor Code §2699, et seq. seeking

1 penalties for Defendant's failure to pay all wages and/or overtime, including minimum and straight
2 time wages, failure to provide lawful meal and rest periods, failure to reimburse expenses, failure
3 to provide accurate itemized wage statements, and failure to pay all wages due at the time of
4 termination.

5 **II.**

6 **JURISDICTION AND VENUE**

7 13. This Court has subject matter jurisdiction over all causes of action asserted herein
8 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
9 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
10 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
11 State of California or is subject to adjudication in the courts of the State of California.

12 14. This Court has personal jurisdiction over Defendant because Defendant has caused
13 injuries in the County of San Bernardino and the State of California through their acts, and by their
14 violation of the California Labor Code, California state common law, and California Business &
15 Professions Code § 17200, *et seq.*

16 15. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
17 Civil Procedure § 395. Defendant operates within California and does business within San
18 Bernardino County. The unlawful acts alleged herein have a direct effect on Plaintiffs and all
19 Proposed Class members within the State of California and the county of San Bernardino.

20 16. This case should be classified as complex according to Rule 3.400 of the California
21 Rules of Court, and assigned to a complex litigation judge and department, as it will involve
22 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive
23 motion practice raising difficult or novel issues that will be time-consuming to resolve and would
24 require substantial post judgment judicial supervision.

25 17. Plaintiffs file this amended complaint adding a claim for penalties pursuant to
26 Labor Code §2699, *et seq.* as a matter of right. (*See* Labor Code § 2699.3(a)(2)(C)].)

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III.
PARTIES

A. PLAINTIFFS

18. Plaintiffs CRISTIAN CHAVEZ and ABIGAIL HOLT are residents of California.

19. Plaintiffs and all Proposed Class members, were regularly required to:

- a. Work without being paid for all minimum and straight time wages;
- b. Work without being paid for all hours at the appropriate rate of pay;
- c. Work without being provided compliant meal periods;
- d. Work without being provided compliant rest periods;
- e. Work without being reimbursed for business-related expenses; and,
- f. Work without being provided an accurate itemized wage statements.

20. Defendant willfully failed to compensate Plaintiffs and all Proposed Class members for wages at the termination of their employment with Defendant.

21. As a result of this conduct, Defendant has engaged in unfair competition and unlawful business practices.

22. Plaintiffs and all aggrieved employees as defined in their notice letters to the LWDA are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code §2699(c).)

B. DEFENDANT

23. Defendant CR MANAGMENT CO, LLC is believed to be a California limited liability company operating within the State of California. Upon information and belief, Defendant CR MANAGMENT CO, LLC employed Plaintiffs and similarly situated persons as hourly employees within California. Defendant CR MANAGMENT CO, LLC has done and does business throughout the State of California.

24. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendant sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiffs, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants

1 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
2 to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and
3 capacities of the Defendants designated hereinafter as DOES when such identities become known.

4 25. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
5 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
6 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
7 legally attributable to the other Defendant. Furthermore, Defendant in all respects acted as the
8 employer and/or joint employer of Plaintiffs and the Proposed Class members.

9 26. Furthermore, Defendant acted in all respects as the employers or joint employers
10 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or
11 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
12 engaged, thereby creating a common law employment relationship, with the Proposed Class.
13 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

14 IV.

15 FACTUAL BACKGROUND

16 27. Plaintiffs and the Proposed Class are, and at all times pertinent hereto, have been
17 classified as non-exempt employees by Defendant. Defendant hires employees who work as
18 hourly employees who are paid on an hourly basis.

19 28. Upon information and belief, Plaintiffs and the Proposed Class are covered by
20 California Industrial Welfare Commission Occupational Wage Order No. 7-2001 (Title 8 Cal.
21 Code of Regs. § 11070). On a regular and consistent basis, Defendant failed to pay employees for
22 all hours worked, including all minimum, straight time, and overtime in compliance with the
23 California Labor Code and IWC Wage Orders.

24 29. On a regular and consistent basis, Plaintiffs and the Proposed Class members were
25 not paid at the proper rate of compensation. Plaintiffs and Proposed Class members were not
26 properly compensated for all hours worked at the appropriate rate of pay because Defendant
27 required them to undergo daily temperature checks before clocking in, but failed to compensate
28 them for this pre-shift time worked at the appropriate rate of pay. Defendant thus required

1 Plaintiffs and all Proposed Class Members to “work off the clock” and owes them wage at the
2 appropriate rate of pay for this time worked.

3 30. Plaintiffs and all Proposed Class members have been forced by Defendant to work
4 over five (5) hours in one day without being provided a thirty (30) minute compliant meal break
5 and not being compensated one (1) hour of pay at their regular rate of compensation for each
6 workday that a meal period was not provided or provided after five (5) hours, all in violation of
7 California labor laws, regulations, and Industrial Welfare Commission Wage Orders. Defendant
8 also failed to inform Plaintiffs and the members of the Proposed Class of their right to take
9 compliant meal periods by way of a lawful policy. In addition, Defendant maintains an unlawful
10 policy of requiring Plaintiffs and the Proposed Class to remain on the premises during meal periods
11 in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer
12 that limits where an employee can take a break does not “relinquish control over how employees
13 spend their time”). As such, Defendant failed to provide Plaintiffs and the Proposed Class with
14 compliant meal periods. Further, Plaintiffs and the Proposed Class were not compensated with one
15 (1) hour of wages at the regular rate of compensation for each missed meal period in violation of
16 *Ferra v. Loews Hollywood Hotel, LLC* and as required by Labor Code § 226.7. Very recently, on July
17 15, 2021, in *Ferra*, the California Supreme Court set forth the formula for calculating the one extra hour of
18 premium pay that employees are owed if an employer fails to provide a compliant meal period or rest
19 break. Specifically, the Court held that those premium payments must include the hourly value of any
20 nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an
21 employee’s base hourly rate. Here, Defendant has had a consistent policy of paying meal period
22 premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

23 31. Defendant failed to provide Plaintiffs and the Proposed Class members with rest
24 breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof.
25 Defendant failed to maintain a valid policy informing Plaintiffs and the Proposed Class of this
26 right. Plaintiffs and the Proposed Class have been required to work four hour increments or major
27 fractions thereof without being provided with a ten (10) minute rest period. In addition, Defendant
28 maintain an unlawful policy of requiring Plaintiffs and the Proposed Class to remain on the

premises during rest periods in violation of *Augustus*. As Such, Defendant failed to provide Plaintiffs and the Proposed Class with compliant rest periods. Further, Plaintiffs and the Proposed Class were not compensated with one (1) hour of wages at the regular rate of compensation for each missed rest period in violation of *Ferra* and as required by Labor Code § 226.7. Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

32. Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of using their personal cell phones for business related purposes. Defendant required Plaintiffs and the Proposed Class to be available by cell phone and answer/use their cell phones while working and this was necessary to perform their job duties. These cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiffs and the Proposed Class for the costs associated with using these personal cell phones.

33. Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 7-2001(7) and Labor Code § 226(a) by failing to provide accurate itemized statements that show the gross wages, total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate for Plaintiffs and the Proposed Class.

34. Defendant willfully failed to pay wages and compensation, when Plaintiffs and all Proposed Class members quit or were discharged. This failure was willful, without legal justification, and interfered with Plaintiffs’ and Class Members’ rights.

35. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

V.

CLASS ACTION ALLEGATIONS

36. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to represent a proposed class composed of and defined as follows:

All persons who are employed or have been employed as an hourly employee by any Defendant in the State of California since four (4) years prior to the filing of this action to the present plus any

1 additional time during which the statutes of limitation for the causes
2 of action herein were tolled pursuant to Emergency Rule 9 of the
3 California Rules of Court, the 'Emergency Rules Related to
4 COVID-19'. ("Proposed Class")

5 37. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court to
6 amend or modify the class description with greater specificity, by division into subclasses, or by
7 limitation to particular issues.

8 38. This action has been brought and may properly be maintained as a class action
9 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
10 community of interest in the litigation and the Proposed Classes are easily ascertainable.

11 **A. NUMEROSITY**

12 39. The potential members of the Proposed Class as defined are so numerous that
13 joinder of all the members of the Proposed Class is impracticable. While the precise number of
14 proposed Class Members has not been determined at this time, Plaintiffs are informed and believe
15 that Defendant currently employs, and during the relevant time periods employed over 50 members
16 of the Proposed Class.

17 40. Plaintiffs allege that Defendant's employment records would provide information
18 as to the number and location of all Proposed Class members. Joinder of all members of the
19 Proposed Class is not practicable.

20 **B. COMMONALITY**

21 41. There are questions of law and fact common to the Proposed Class that predominate
22 over any questions affecting only individual Proposed Class members. These common questions
23 of law and fact include, without limitation:

24 a. Whether Defendant failed to pay minimum and straight time wages under
25 Labor Code §§ 204, 1194, 1194.2, and 1197;

26 b. Whether Defendant failed to pay wages and/or overtime compensation at
27 the appropriate rate for all hours worked as required by the Labor Code and Wage Orders under
28 Labor Code §§ 510, 1194, and 1199;

c. Whether Defendant violated Labor Code § 226.7, 512 and IWC Wage Order

1 7-2001 or other applicable IWC Wage Orders by failing to inform Plaintiffs and the Proposed
2 Class of their right to take meal periods and by way of a lawful policy and failing to provide
3 required meal periods throughout the term of employment and/or failing to compensate said
4 employees one (1) hour of wages at their regular rate of compensation in lieu of meal periods;

5 d. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 7-
6 2001 or other applicable IWC Wage Orders by failing to provide compliant rest periods throughout
7 the term of employment and/or failing to compensate said employees one (1) hour of wages at
8 their regular rate of compensation in lieu of rest periods;

9 e. Whether Defendant violated Labor Code § 2802 by failing to reimburse
10 Plaintiffs and the Proposed Class out of pocket expenses for the cost of personal cell phones;

11 f. Whether Defendant violated Labor Code § 226(a) and Wage Order 7-2001
12 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11070 by failing to
13 provide accurate itemized wage statements to Plaintiffs and the members of the Proposed Class;

14 g. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay
15 compensation due and owing at the time that any Proposed Class member's employment with
16 Defendant terminated;

17 h. Whether Defendant violated § 17200, *et seq.* of the Business & Professions
18 Code by engaging in the acts previously alleged; and

19 i. Whether Plaintiffs and the members of the Proposed Class are entitled to
20 equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

21 j. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the
22 acts alleged herein.

23 **C. TYPICALITY**

24 42. The claims of Plaintiffs are typical of the claims of the Proposed Class. Plaintiffs
25 and all members of the Proposed Class sustained injuries and damages arising out of and caused
26 by Defendant's common course of conduct in violation of laws, regulations that have the force and
27 effect of law, and statutes as alleged herein.

28 ///

1 **D. ADEQUACY OF REPRESENTATION**

2 43. Plaintiffs will fairly and adequately represent and protect the interests of the
3 members of the Proposed Class.

4 44. Counsel who represent Plaintiffs and the Proposed Class are competent and
5 experienced in litigating large employment class actions.

6 **E. SUPERIORITY OF CLASS ACTION**

7 45. A class action is superior to other available means for the fair and efficient
8 adjudication of this controversy. Individual joinder of all Proposed Class members is not
9 practicable, and questions of law and fact common to the Proposed Class predominate over any
10 questions affecting only individual members of the Proposed Class. Each member of the Proposed
11 Class has been damaged and is entitled to recovery by reason of Defendant’s illegal policy and/or
12 practice of failing to pay all wages due, failing to provide meal and rest periods, failing to provide
13 accurate itemized wage statements, failing to reimburse business-related expenses, and failing to
14 pay all wages upon resignation or termination.

15 46. Class action treatment will allow those similarly situated persons to litigate their
16 claims in the manner that is most efficient and economical for the parties and the judicial system.
17 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of
18 this action that would preclude its maintenance as a class action.

19 **VI.**

20 **FIRST CAUSE OF ACTION**

21 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

22 **FAILURE TO PAY MINIMUM AND STRAIGHT TIME WAGES UNDER**

23 **LABOR CODE §§ 204, 1194, 1194.2, AND 1197**

24 47. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and
25 incorporates by reference all previous paragraphs.

26 48. “Hours worked” is the time during which an employee is subject to the control of
27 an employer, and includes all the time the employee is suffered or permitted to work, whether or
28 not required to do so.

1 49. At all relevant times herein mentioned, Defendant knowingly failed to pay to
2 Plaintiffs and the Proposed Class compensation for all hours they worked. By their failure to pay
3 compensation for each hour worked as alleged above, Defendant willfully violated the provisions
4 of California Labor Code § 1194, and any additional applicable Wage Orders, which require such
5 compensation to non-exempt employees.

6 50. Accordingly, Plaintiffs and the Proposed Class are entitled to recover minimum and
7 straight time wages for all non-overtime hours worked for Defendant.

8 51. By and through the conduct described above, Plaintiffs and the Proposed Class have
9 been deprived of their rights to be paid wages earned by virtue of their employment with
10 Defendant.

11 52. By virtue of the Defendant's unlawful failure to pay additional compensation to
12 Plaintiffs and the Proposed Class for their non-overtime hours worked without pay, Plaintiffs and
13 the Proposed Class suffered, and will continue to suffer, damages in amounts which are presently
14 unknown to Plaintiffs and the Proposed Class and which will be ascertained according to proof at
15 trial.

16 53. By failing to keep adequate time records required by California Labor Code §
17 1174(d), Defendant has made it difficult to calculate the full extent of minimum wage
18 compensation due to Plaintiffs and the Proposed Class.

19 54. Pursuant to California Labor Code § 1194.2, Plaintiffs and the Proposed Class are
20 entitled to recover liquidated damages (double damages) for Defendant's failure to pay minimum
21 wages.

22 55. California Labor Code § 204 requires employers to provide employees with all
23 wages due and payable twice a month. Throughout the statute of limitations period applicable to
24 this cause of action, Plaintiff, the Class, and the Aggrieved Employees were entitled to be paid
25 twice a month at rates required by law, including minimum and straight time wages. However,
26 during all such times, Defendant systematically failed and refused to pay Plaintiffs and the
27 Proposed Class all such wages due and failed to pay those wages twice a month.

28 56. Plaintiffs and the Proposed Class are also entitled to seek recovery of all unpaid

1 minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to
2 California Labor Code §§ 218.5, 218.6, and 1194(a).

3 **VII.**

4 **SECOND CAUSE OF ACTION**

5 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

6 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**

7 **LABOR CODE §§ 510, 1194, AND 1199**

8 57. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and
9 incorporates by reference all previous paragraphs.

10 58. Labor Code §§ 510, 1194, and 1199 require an employer to compensate its
11 employees at the minimum wage rate for all hours worked and compensate its employees at the
12 rate of no less than one and one-half times the regular rate of pay for any work in excess of eight
13 (8) hours in one workday and any work in excess of forty (40) hours in any one workweek.

14 59. Plaintiffs and the Proposed Class were forced to work on a regular and consistent
15 basis without being paid for all hours worked at the proper rate. Plaintiffs and the Proposed Class
16 were not paid for all hours worked at the appropriate regular rate of pay and were not paid for all
17 overtime hours worked at the proper overtime rate when they were working more than eight (8)
18 hours in one day or forty (40) hours in one week.

19 60. Specifically, Plaintiffs and Proposed Class members were not properly
20 compensated for all hours worked at the appropriate rate of pay because Defendant required them
21 to undergo daily temperature checks, but failed to compensate them for this time worked at the
22 appropriate rate of pay. Plaintiffs and the Proposed Class were not properly compensated for all
23 hours worked at the beginning of their shift due to the fact that Defendant required Plaintiffs and
24 the Proposed Class to report to the job site and complete temperature checks before clocking in for
25 their shift. Plaintiffs and the Proposed Class are not paid any wages for these temperature checks
26 despite the fact that this is compensable time worked. As such, Plaintiffs and the Proposed Class
27 were routinely required to work "off the clock" to complete these pre-shift temperature checks.

28 61. By their policy of requiring Plaintiffs and members of the Proposed Class to work

1 without being paid all wages at their appropriate regular rate of pay and to work in excess of eight
2 (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the
3 rate of one-half (1 ½) their regular rate of pay, Defendant willfully failed to pay all wages and/or
4 overtime due and violated the provisions of Labor Code §§ 510, 1194, and 1199.

5 62. As a result of the unlawful acts of Defendant, Plaintiffs and the Proposed Class
6 members have been deprived of wages and/or overtime in amounts to be determined at trial, and
7 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
8 costs.

9 **VIII.**

10 **THIRD CAUSE OF ACTION**

11 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

12 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

13 **LABOR CODE § 226.7 AND 512**

14 63. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and
15 incorporates by reference all previous paragraphs.

16 64. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
17 compensation for each meal period the employer fails to provide. Employees are entitled to a first
18 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
19 first five (5) hours of the shift. Moreover, an employee who works more than ten (10) hours per
20 day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period.

21 65. Defendant failed to maintain a policy informing Plaintiffs and the Proposed Class
22 of these rights.

23 66. Plaintiffs and the Proposed Class consistently worked shifts over five (5) hours.

24 67. Defendant failed to provide Plaintiffs and the Proposed Class with proper meal
25 periods of not less than thirty (30) minutes within the first five hours of work as required by the
26 Labor Code during the relevant time period.

27 68. In addition, Defendant maintain an unlawful policy of requiring Plaintiffs and the
28 Proposed Class to remain on the premises during meal periods in violation of *Augustus v. ABM*

1 *Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can
2 take a break does not “relinquish control over how employees spend their time”). As Such,
3 Defendant failed to provide Plaintiffs and the Proposed Class with compliant meal periods.

4 69. Further, Plaintiffs and the Proposed Class were not compensated with one (1) hour
5 of wages at the regular rate of compensation for each missed meal period as required by Labor
6 Code § 226.7. As discussed above, *Ferra* requires the meal period premium payments must include
7 the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply
8 be paid at an employee’s base hourly rate. Here, Defendant has had a consistent policy of paying meal
9 period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and
10 512.

11 70. Pursuant to Labor Code § 226.7, Plaintiffs and the Proposed Class are entitled to
12 damages in an amount equal to one (1) hour of wages at the regular rate of compensation per
13 missed meal break, per day in a sum to be proven at trial.

14 **IX.**

15 **FOURTH CAUSE OF ACTION**

16 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

17 **FAILURE TO PROVIDE REST PERIODS PURSUANT TO**

18 **LABOR CODE § 226.7**

19 71. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and
20 incorporates by reference all previous paragraphs.

21 72. Labor Code § 226.7 and IWC Wage Order 7 require an employer to provide rest
22 periods or to pay an additional one (1) hour of wages for each rest period the employer fails to
23 provide. Employees are entitled to a ten (10) minute rest break for every four (4) hours worked or
24 major fraction thereof.

25 73. Defendant failed to provide Plaintiffs and the Proposed Class with rest breaks of
26 not less than ten (10) minutes per four (4) hour work period, or major fraction thereof.

27 74. Defendant failed to maintain a policy informing Plaintiffs and the Proposed Class
28 of these rights.

75. Plaintiffs and the Proposed Class have been required to work four hour increments (or major fractions thereof) without being provided with a ten (10) minute rest period.

76. In addition, Defendant maintain an unlawful policy of requiring Plaintiffs and the Proposed Class to remain on the premises during rest periods in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a break does not “relinquish control over how employees spend their time”). As such, Defendant failed to provide Plaintiffs and the Proposed Class with compliant rest periods.

77. Further, Plaintiffs and the Proposed Class were not compensated with one (1) hour of wages at the regular rate of compensation for each missed rest period as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

78. Pursuant to Labor Code § 226.7, Plaintiffs and the Class are entitled to damages in an amount equal to one (1) hour of wages at the regular rate of compensation per missed rest break, per day in a sum to be proven at trial.

X.

FIFTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO REIMBURSE EXPENSES PURSUANT TO

LABOR CODE § 2802

79. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

80. Labor Code § 2802 requires employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of their duties.

81. On a regular and consistent basis, Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of using their personal cell phones for business related purposes.

82. Defendant required that Plaintiffs and the Proposed Class be available by cell phone and answer/use their cell phones for work purposes. This was necessary to perform their job duties.

83. These cell phones were not provided by Defendant. Defendant failed to reimburse Plaintiffs and the Proposed Class for the costs associated with using their personal cell phones.

84. As a result of the unlawful acts of Defendant, Plaintiffs and the Proposed Class have been deprived of reimbursement in the amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

XI.

SIXTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

VIOLATION OF LABOR CODE § 226(A)

85. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

86. California Labor Code § 226(a) requires employers to issue accurate itemized wage statements that show the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (Labor Code §§ 226(a)(2) and (9).)

87. Here, Defendant has failed to maintain accurate itemized wage statements that show the total hours worked by the employee under Labor Code § 226(a)(2) and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee under Labor Code § 226(a)(9).

88. Defendant's wage statements also failed to correctly identify the gross wages earned by Plaintiffs and the Proposed Class members in violation of Labor Code § 226(a)(1).

89. Defendant's failure to provide accurate itemized wages statements according to Labor Code § 226(a) was all done on a regular and consistent basis.

90. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual

1 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
2 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
3 aggregate penalty of four thousand dollars (\$4,000) and is entitled to an award of costs and
4 reasonable attorneys' fees.

5 **XII.**

6 **SEVENTH CAUSE OF ACTION**

7 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

8 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

9 91. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and
10 incorporates by reference all previous paragraphs.

11 92. Numerous members of the Proposed Class including the Plaintiffs are no longer
12 employed by Defendant. They were either fired or quit Defendant' employ.

13 93. Defendant's failure to pay wages, as alleged above, was willful in that Defendant
14 knew wages to be due but failed to pay them, thus entitling Plaintiffs and the Proposed Class to
15 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
16 penalty until paid for a period of up to thirty (30) days from the time they were due.

17 94. Defendant has failed to pay Plaintiffs and others a sum certain at the time of
18 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
19 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiffs and
20 the Proposed Class are entitled to a penalty in the amount of Plaintiffs' and the Proposed Class
21 members' daily wage multiplied by thirty (30) days.

22 **XIII.**

23 **EIGHTH CAUSE OF ACTION**

24 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

25 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

26 95. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and
27 incorporates by reference all previous paragraphs.

28 96. This is a Class Action for Unfair Business Practices. Plaintiffs, on behalf of

1 themselves, on behalf of the general public, and on behalf of the Proposed Class, bring this claim
2 pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in
3 this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general
4 public, and the Proposed Class. Plaintiffs seek to enforce important rights affecting the public
5 interest within the meaning of Code of Civil Procedure § 1021.5.

6 97. Plaintiffs are “persons” within the meaning of Business & Professions Code
7 § 17204, and therefore have standing to bring this cause of action for injunctive relief, restitution,
8 and other appropriate equitable relief.

9 98. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
10 practices.

11 99. California’s wage and hour laws express fundamental public policies. Providing
12 employees with proper wages and compensation are fundamental public policies of this State and
13 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
14 vigorously minimum labor standards, to ensure that employees are not required or permitted to
15 work under substandard and unlawful conditions, and to protect law-abiding employers and their
16 employees from competitors who lower their costs by failing to comply with minimum labor
17 standards.

18 100. Defendant has violated statutes and public policies as alleged herein. Through the
19 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
20 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
21 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiffs,
22 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
23 guaranteed to all employees under law.

24 101. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in
25 violation of § 17200, *et seq.* of the Business & Professions Code.

26 102. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
27 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
28 § 17200, *et seq.* of the Business & Professions Code.

103. As a proximate result of the above-mentioned acts of Defendant, Plaintiffs and others similarly situated have been damaged in a sum as may be proven.

104. Unless restrained, Defendant will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendant, their agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiffs and members of the Proposed Class the money Defendant has unlawfully failed to pay.

XIV.

NINTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

82. Plaintiffs, on behalf of themselves and all aggrieved employees, realleges and incorporates by reference all previous paragraphs.

83. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs seek penalties under Labor Code §2699, et seq use of Defendant's violation of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1199, 2802; Wage Order 7-2001; and California Code of Regulations, Title 8, Section 11070, which call for civil penalties.

84. For each such penalty, Plaintiffs and the aggrieved employees are entitled to penalties in an amount to be shown at trial, subject to the following formula:

- a. \$100 for the initial violation per employee per pay period.
- b. \$200 for each subsequent violation per employee per pay period.

85. These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the affected employees.

86. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded their notice letters to the LWDA¹ and mailed a letter by certified mail to Defendant at its respective entity address on

¹ Plaintiffs electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>).

1 August 30, 2021 and February 3, 2023, describing Defendant’s conduct in violation of Labor Code
2 §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1199, and 2802. (See Exhibit
3 “1.”) Plaintiffs also obtained an e-filing confirmation from the LWDA confirming receipt of the
4 notice (see Exhibit “2”).

5 87. As no letter evidencing the LWDA’s intention to investigate was received by
6 Plaintiffs’ Counsel within sixty-six (66) calendar days, Plaintiffs are entitled to commence a civil
7 action as though the LWDA had not chosen to investigate pursuant to Labor Code
8 §2699.3(a)(2)(A).

9 88. Plaintiffs will also provide the LWDA with a filed-stamped copy of the Second
10 Amended Class and Representative Action Complaint immediately.

11 **RELIEF REQUESTED**

12 **WHEREFORE**, Plaintiffs pray for the following relief:

13 1. For compensatory damages in the amount of unpaid wages and/or overtime to
14 Plaintiffs and each Proposed Class member from at least four (4) years prior to the filing of this
15 action to the present as may be proven;

16 2. For compensatory damages in the amount of Plaintiffs’ and each Proposed Class
17 members’ hourly wage at the appropriate regular rate of compensation for each meal period that
18 Defendant failed to provide from at least four (4) years prior to the filing of this action to the
19 present as may be proven;

20 3. For compensatory damages in the amount of Plaintiffs’ and each Proposed Class
21 members’ hourly wage at the appropriate regular rate of compensation for each rest period that
22 Defendant failed to provide from at least four (4) years prior to the filing of this action to the
23 present as may be proven;

24 4. For compensatory damages in the amount of Plaintiffs’ and each Proposed Class
25 Members’ unreimbursed out of pocket work-related expenses;

26 5. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)
27 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one
28 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding

an aggregate penalty of four thousand dollars (\$4,000);

6. For penalties pursuant to Labor Code § 203 for all employees who were terminated or resigned equal to their daily wage times thirty (30) days;

7. An award of prejudgment and post judgment interest;

8. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or overtime, including minimum and straight time wages, meal and rest periods, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1199, 2802, and IWC 7-2001;

9. For restitution for unfair competition pursuant to Business & Professions Code § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

10. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1199, 2802, and Wage Order 7-2001;

11. An award providing for payment of costs of suit;

12. An award of attorneys' fees; and

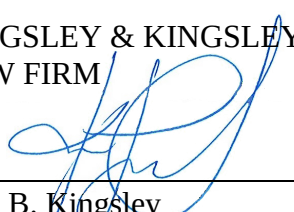
13. Such other and further relief as this Court may deem proper and just.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial of their claims by jury to the extent authorized by law.

DATED: September 18, 2023

KINGSLEY & KINGSLEY, APC; WILSHIRE
LAW FIRM

By: 

Eric B. Kingsley
Kelsey M. Szamet
John G. Yslas
Jeffrey C. Bils
Aram Boyadjian
Andrew Sandoval
Attorneys for Plaintiffs and the Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

August 30, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

JIVA SBD LLC
436 Clementina St Ste 303
San Francisco, CA 94103

Re: Cristian Chavez v. JIVA SBD LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Cristian Chavez (“Plaintiff”) and a proposed group of current and former employees working for JIVA SBD LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by JIVA SBD LLC, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Any limitations period referenced in this letter is extended pursuant to Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 16 1, 2020.”] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek.

Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all

LABOR & WORKFORCE DEVELOPMENT AGENCY

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aggrieved employees. Plaintiff and all aggrieved employees were not properly compensated for all hours worked because Defendant required Plaintiff and all aggrieved employees to report to the job site and complete temperature checks before clocking in for each shift. Plaintiff and the aggrieved employees are not paid any wages for these temperature checks which constitute time worked. As such, Plaintiff and the aggrieved employees were routinely required to work “off the clock” to complete temperature checks and are owed wages as a result.

Pursuant to Labor Code § 226.7 and Wage Order 7-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant failed to maintain a valid policy informing Plaintiff and the aggrieved employees of these rest period rights. Plaintiff and all aggrieved employees have been required to work four hour increments (or major fractions thereof) without being provided with a ten (10) minute rest period. In addition, Defendant maintains an unlawful policy of requiring Plaintiff and the aggrieved employees to remain on the premises during rest periods in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a break does not “relinquish control over how employees spend their time”). As Such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages at the regular rate of compensation for each missed rest period in violation of *Ferra v. Loews Hollywood Hotel, LLC* and as required by Labor Code § 226.7. Very recently, on July 15, 2021, in *Ferra*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee’s base hourly rate. Here, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

Labor Code § 2802 provides that an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones for business related purposes. Defendant required that Plaintiff and the aggrieved employees be available by cell phone and answer/use their cell phones while working and this was necessary to perform their job duties. These cell phones were not provided by Defendant and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones.

Defendant also engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized statement in writing showing a number of specific items, including all hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, Defendant has failed to maintain accurate itemized wage statements that

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

August 30, 2021

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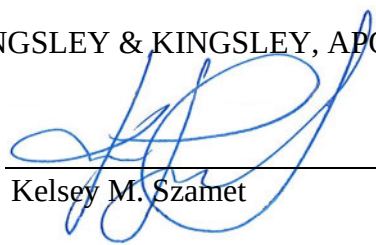
include all hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee under Labor Code §§ 226(a)(2) and (9). Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

KMS/km

- Cc: 1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
2. JIVA SBD LLC via USPS Certified Mail # 7019 1640 0000 8115 0867

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Thiago Coelho, Esq.

Jonas Mann, Esq.
Christina Le, Esq.
Jennifer Leinbach, Esq.
Nathan Kingery, Esq.
Elizabeth Votra, Esq.
Benjamin Haber, Esq.
Ghazaleh Attaran, Esq.
Christian Girgis, Esq.
Binyamin Manoucheri, Esq.
Jesse Chen, Esq.

February 3, 2023

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

CR Management CO, LLC
2804 Gateway Oaks Dr. Suite 100
Sacramento, CA 95833
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6362 4903 87

Paracorp Incorporated
Agent for Service of Process for
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Sacramento, CA 95833
(Via Certified Mail, Return Receipt Requested)
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Sacramento, CA 95833
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Hayward Station, LLC
1004 B Street
Hayward, CA 94541
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6362 4904 24

Jessica Feingold
CR Management CO, LLC
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#9489 0090 0027 6362 4904 17

Cookies Hayward
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Hayward, CA 94541
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Cookies Retail LLC
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Sacramento, CA 95833
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6362 4904 48

Paracorp Incorporated
Agent for Service of Process for
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Sacramento, CA 95833
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6362 4904 55

Re: **Abigail Holt v. CR Management CO, LLC, et al.**
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Abigail Holt ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, et

seq.) against her former employers, CR Management CO, LLC and Cookies Retail LLC (“Defendants”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to Plaintiff and all of Defendants’ Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of herself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendants in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff’s Employment with Defendants

Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Alameda County. As such, and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

Plaintiff Abigail Holt is a resident of Oakland, California who worked for Defendants in Alameda County, California as an hourly-paid, non-exempt employee from approximately October 2020 to approximately May 2022.

During Plaintiff’s employment for Defendants, Defendants paid Plaintiff an hourly wage and classified her as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Plaintiff’s employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendants terminated her employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff’s experience working for Defendant was typical and illustrative.

Defendants Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendants maintained a pattern and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work “off-the-clock,” uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law. Defendants also continued to assert control over Plaintiff and the Aggrieved Employees by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period under the conditions required by law, and without properly compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided as required by law. Accordingly, Defendants’ pattern and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants,

however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

Defendants also did not inform Plaintiff of her right to, nor permitted her to take, all of her second meal periods when Plaintiff worked at least ten hours of work in a workday and otherwise unlawfully pressured her to waive such breaks.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods in a manner required by law. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting her to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' pattern and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

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Failure to Pay All Earned Wages Twice Per Month

Based on their failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees

have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 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.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendants failed, and continue to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address

of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, cell phone expenses. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

///

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff allege that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

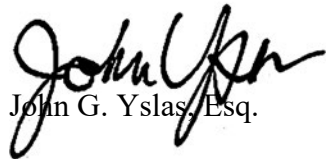
1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and,
8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



John G. Yslas, Esq.

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.com

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Cristian Chavez

Plaintiff/Aggrieved Employee Occupation *

Hourly employee

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

JIVA SBD LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

Employer State *



Employer Zip/Postal Code *

Employer Industry *

**Add additional defendants**

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

[REDACTED]

Credit Card Number *

[REDACTED]

CVV Number *

[REDACTED]

Credit Card Expiration Month *

[REDACTED]
mm

Credit Card Expiration Year *

[REDACTED]
yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 LWDA Letter -... SBD LLC.pdf

Other Attachment - (if any) (must be a .pdf)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; &

financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

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Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Monday, August 30, 2021 9:39 AM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

8/30/2021

LWDA Case No. LWDA-CM-842873-21
Law Firm : Kingsley & Kingsley APC
Plaintiff Name : Cristian Chavez
Employer: JIVA SBD LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Monday, August 30, 2021 9:39 AM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-842873-21
Order Number: ORD-000133057
Total:\$75.00
Card Type: 
Date: 8/30/2021

Billing Information
Name: Eric Kingsley
Email: service@kingsleykingsley.com
Billing Address:
16133 Ventura Blvd., Suite 1200
Encino, California
91436



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

John

Your Last Name *

Yslas

Firm Name (if any) *

Wilshire Law Firm

(Enter "in pro per" if you are representing yourself)

Your Email Address *

itorres@wilshirelawfirm

Your Street Name, Number and Suite/Apt *

3055 Wilshire Blvd., 12

Your Mobile Phone Number

Your City *

Los Angeles

Your Work Phone Number

2133819988

Your State *

California

Your Zip/Postal Code *

90010

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Abigail Holt

Plaintiff/Aggrieved Employee Occupation *

Sales Associate

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

CR Management CO, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

2804 Gateway Oaks Dr. Suite 100

Employer City *

Sacramento

Employer State *

California

Employer Zip/Postal Code *

95833

Employer Industry *

Other

Employer Industry for "Other" *

Other

Add additional defendants

☒ Add any entity other than an individual

☐ Add an individual/sole proprietor employer

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Corporation

Employer Name *

Cookies Retail LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

2804 Gateway Oaks Dr. Suite 100

Employer City *

Sacramento

Employer State *

California

Employer Zip/Postal Code *

95833

Employer Industry *

Other

Employer Industry for "Other" *

Other

Additional Employer Information (Corporation/General Partnership)

[Remove](#)

Employer Entity Type

Corporation ▼

Employer Name *

Cookies Hayward

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1004 B Street

Employer City *

Hayward

Employer State *

California ▼

Employer Zip/Postal Code *

94541

Employer Industry *

Other ▼

Employer Industry for "Other" *

Other

Additional Employer Information (Corporation/General Partnership)

[Remove](#)

Employer Entity Type

Corporation ▼

Employer Name *

Hayward Station, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1004 B Street

Employer City *

Hayward

Employer State *

California ▼

Employer Zip/Postal Code *

94541

Employer Industry *

Other ▼

Employer Industry for "Other" *

Other

[Add Additional Employers](#)

Notice General Information

Estimated Number of Employees Impacted by Violations *

40

Notice Violations – Check All that Apply *

Child Labor – Specify Ages

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☒ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☒ Other Notice or Posting or Recordkeeping
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- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Bobby

Billing Last Name *

Saadian

Billing Email *

itorres@wilshirelawfirm

Billing Phone

2133819988

Billing Street Name, Number and Suite/Apt *

3055 Wilshire Blvd., 12th Floor

Billing City *

Los Angeles

Billing State *

California

Billing Zip/Postal Code *

90010

Credit Card Type *

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Browse...

2023 02-03 CR Management CO, LLC – PAGA Letter (Final).pdf

Other Attachment – (if any) (must be a .pdf)

Browse...

No file selected.

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)

[Submit](#)

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Isabel Torres](#)
Subject: Thank you for submission of your PAGA Case.
Date: Friday, February 3, 2023 6:16:37 PM

2/3/2023

LWDA Case No. LWDA-CM-933834-23
Law Firm : Wilshire Law Firm
Plaintiff Name : Abigail Holt
Employer: CR Management CO, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm