

FILED
SUPERIOR COURT

2023 JUN -9 AM 10:48

RANDON E. RILEY CLERK

BY ADRIANA GAMBOA
DEPUTY

1 Bevin Allen Pike (SBN 221936)
Bevin.Pike@capstonelawyers.com
2 Daniel S. Jonathan (SBN 262209)
Daniel.Jonathan@capstonelawyers.com
3 Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
4 Capstone Law APC
1875 Century Park East, Suite 1000
5 Los Angeles, California 90067
Telephone: (310) 556-4811
6 Facsimile: (310) 943-0396

7 Attorneys for Plaintiff Churpries Parker

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN JOAQUIN
11

12 CHURPRIES PARKER, individually, and
13 on behalf of other members of the general
public similarly situated, and as an
14 aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

15
16 Plaintiff,

17 vs.

18 MCDCC II, L.P., a California limited
partnership; MCDCC, LLC, a California
19 limited liability company; MCDCC I, L.P.,
a California limited partnership;
20 MCDCC III LP, a California limited
partnership; MCDCC V LP, a California
21 limited partnership; MCDCC VI, LP, a
California limited partnership;
22 MCDCC VIII, LP, a California limited
partnership; GOLDEN STATE
23 RESTAURANT GROUP, a California
corporation; M3G I, LP, a California
24 limited partnership; M3G II, LP, a
California limited partnership; and DOES 1
25 through 10, inclusive,

26
27 Defendants.
28

Case No.: STK-CV-UOE-2023-0003138

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- Section 11050 Subdivision 5(A) (Failure to Provide Reporting Time Pay);
- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
 - (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
 - (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
 - (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

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

4 JURISDICTION AND VENUE

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

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

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

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

10 **THE PARTIES**

11 4. Plaintiff Churpries Parker is a resident of Stockton, in San Joaquin County,
12 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
13 approximately September 2021 to January 2023. Plaintiff worked as a Crew Member at a few
14 of the Defendants' McDonald's restaurants located in Stockton, California; she primarily
15 worked at the McDonald's located on 1049 East March Lane, Stockton, California. During her
16 employment, Plaintiff typically worked five (5) or more hours per day and five (5) or more days
17 per week. Plaintiff's primary job duties included, without limitation, taking customer orders,
18 preparing food, operating the registers and drive thru window, and serving food to customers.

19 5. MCDCC II, L.P. was and is, upon information and belief, a California limited
20 partnership, and at all times hereinafter mentioned, an employer whose employees are engaged
21 throughout this county and the State of California.

22 6. MCDCC, LLC was and is, upon information and belief, a California limited
23 liability company, and at all times hereinafter mentioned, an employer whose employees are
24 engaged throughout this county and the State of California.

25 7. MCDCC I, L.P. was and is, upon information and belief, a California limited
26 partnership, and at all times hereinafter mentioned, an employer whose employees are engaged
27 throughout this county and the State of California.

28 8. MCDCC III LP was and is, upon information and belief, a California limited

partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. MCDCC V LP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

10. MCDCC VI, LP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

11. MCDCC VIII, LP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

12. GOLDEN STATE RESTAURANT GROUP 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.

13. M3G I, LP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

14. M3G II, LP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

15. 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.

16. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of MCDCC II, L.P.; MCDCC, LLC; MCDCC I, L.P.; MCDCC III LP; MCDCC V LP; MCDCC VI, LP; MCDCC VIII, LP; GOLDEN STATE RESTAURANT GROUP; M3G I, LP; and M3G II, LP at all relevant times.

1 17. Plaintiff is informed and believes, and thereon alleges, that each and all of the
2 acts and omissions alleged herein was performed by, or is attributable to, MCDCC II, L.P.;
3 MCDCC, LLC; MCDCC I, L.P.; MCDCC III LP; MCDCC V LP; MCDCC VI, LP;
4 MCDCC VIII, LP; GOLDEN STATE RESTAURANT GROUP; M3G I, LP; M3G II, LP;
5 and/or DOES 1 through 10 (collectively, “Defendants” or “MCDONALD’S”), each acting as
6 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
7 other co-Defendants and was acting within the course and scope of such agency, employment,
8 joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of
9 any and all Defendants were in accordance with, and represent, the official policy of Defendants.

10 18. 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 19. 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 20. Under California law, Defendants are jointly and severally liable as employers
18 for the violations alleged herein because they have each exercised sufficient control over the
19 wages, hours, working conditions, and employment status of Plaintiff and class members. Each
20 Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled
21 their work schedule and/or conditions of employment, determined their rate of pay, and
22 maintained their employment records. Defendants suffered or permitted Plaintiff and class
23 members to work and/or “engaged” Plaintiff and class members so as to create a common-law
24 employment relationship. As joint employers of Plaintiff and class members, Defendants are
25 jointly and severally liable for the civil penalties and all other relief available to Plaintiff and
26 class members under the law.

27 21. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
28 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class

members because Defendants have:

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

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

23. MCDCC II, L.P.; MCDCC, LLC; MCDCC I, L.P.; MCDCC III LP; MCDCC V LP; MCDCC VI, LP; MCDCC VIII, LP; GOLDEN STATE RESTAURANT GROUP; M3G I, LP; M3G II, LP; and DOES 1 through 10 are therefore alter egos of each other.

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

25. Plaintiff further alleges, upon information and belief, that Defendants MCDCC II, L.P.; MCDCC, LLC; MCDCC I, L.P.; MCDCC III LP; MCDCC V LP; MCDCC VI, LP; MCDCC VIII, LP; GOLDEN STATE RESTAURANT GROUP; M3G I, LP;

1 and M3G II, LP are alter egos of each other for the following reasons:

- 2 (a) On the California Secretary of State's website
3 (<https://bizfileonline.sos.ca.gov/>), MCDCC II, L.P.; MCDCC, LLC;
4 MCDCC I, L.P.; MCDCC III LP; MCDCC V LP; MCDCC VI, LP;
5 MCDCC VIII, LP; GOLDEN STATE RESTAURANT GROUP; M3G I,
6 LP; and M3G II, LP have the same principal and mailing address, which
7 is "4502 GEORGETOWN PLACE, SUITE 100, STOCKTON, CA
8 95207";
- 9 (b) According to Statement of Information forms filed with the California
10 Secretary of State, MCDCC II, L.P.; MCDCC, LLC; MCDCC I, L.P.;
11 MCDCC III LP; MCDCC V LP; MCDCC VI, LP; MCDCC VIII, LP;
12 GOLDEN STATE RESTAURANT GROUP; M3G I, LP; and M3G II,
13 LP share common managers and/or members, including, but not limited
14 to, Craig M. Schrader;
- 15 (c) According to Statement of Information forms filed with the California
16 Secretary of State, MCDCC, LLC is a general partner of MCDCC II, L.P.;
17 MCDCC I, L.P.; MCDCC III LP; MCDCC V LP; MCDCC VI, LP;
18 MCDCC VIII, LP; GOLDEN STATE RESTAURANT GROUP; M3G I,
19 LP; and M3G II, LP;
- 20 (d) On the California Secretary of State's website, MCDCC II, L.P.;
21 MCDCC, LLC; MCDCC I, L.P.; MCDCC III LP; MCDCC V LP;
22 MCDCC VI, LP; MCDCC VIII, LP; GOLDEN STATE RESTAURANT
23 GROUP; M3G I, LP; and M3G II, LP share the same agent for service of
24 process, Craig Schrader; and
- 25 (e) On information and belief, MCDCC II, L.P.; MCDCC, LLC; MCDCC I,
26 L.P.; MCDCC III LP; MCDCC V LP; MCDCC VI, LP; MCDCC VIII,
27 LP; GOLDEN STATE RESTAURANT GROUP; M3G I, LP; and
28 M3G II, LP utilize the same standardized employment forms and issue

the same employment policies.

GENERAL ALLEGATIONS

26. Defendants own and operate a chain of McDonald's franchise restaurants, with around 41 locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Stockton, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

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

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

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

30. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel

1 practices, and about the requirements of California law.

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

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

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

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

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

28 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to receive complete and
2 accurate wage statements in accordance with California law. In violation of the California
3 Labor Code, Plaintiff and class members were not provided complete and accurate wage
4 statements.

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

9 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and class members were entitled to timely payment of all
11 wages earned upon termination of employment. In violation of the California Labor Code,
12 Plaintiff and class members did not receive payment of all wages due, including, but not limited
13 to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay,
14 within permissible time periods.

15 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to timely payment of wages
17 during their employment. In violation of the California Labor Code, Plaintiff and class members
18 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
19 wages, meal and rest period premiums, and/or reporting time pay, within permissible time
20 periods.

21 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive all reporting time
23 pay when Plaintiff and class members were required to report to work but were put to work for
24 less than half of their usual or scheduled shift. In violation of the California Labor Code and
25 applicable IWC Wage Order, Plaintiff and class members were not paid all reporting time pay.

26 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to suitable seating and/or
28 were entitled to sit when it did not interfere with the performance of their duties and also have

1 seats nearby to use during a lull in tasks that do require moving about or standing. In violation
2 of California Labor Code and applicable IWC Wage Order, Defendants failed to provide
3 Plaintiff and class members with suitable seating.

4 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and class members were entitled to receive full reimbursement
6 for all business-related expenses and costs they incurred during the course and scope of their
7 employment and that they did not receive full reimbursement of applicable business-related
8 expenses and costs incurred.

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

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

19 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

1 47. Plaintiff and other current and former employees of Defendants are “aggrieved
2 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
3 or former employees and one or more of the alleged violations were committed against them.

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

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

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

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

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

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

1 and theories to support the alleged violation.

2 (b) An aggrieved employee's notice filed with the LWDA pursuant to
3 2699.3(c) and any employer response to that notice shall be accompanied
4 by a filing fee of seventy-five dollars (\$75).

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

14 50. On April 11, 2023, Plaintiff provided written notice by online filing to the LWDA
15 and by certified mail to Defendants of the specific provisions of the California Labor Code
16 alleged to have been violated, including facts and theories to support the alleged violations, in
17 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
18 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
19 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case
20 Number LWDA-CM-947934-23. A true and correct copy of Plaintiff's written notice to the
21 LWDA and Defendants is attached hereto as "Exhibit 1."

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

25 52. Thus, Plaintiff has satisfied the administrative prerequisites under California
26 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
27 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
28 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

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

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

CLASS ACTION ALLEGATIONS

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

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

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

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

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

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

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

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

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

- 13 (a) Whether Defendants failed to provide Plaintiff and class members with
14 meal periods;
- 15 (b) Whether Defendants failed to authorize and permit Plaintiff and class
16 members to take rest periods;
- 17 (c) Whether Defendants required Plaintiff and class members to work over
18 eight (8) hours per day, over twelve (12) hours per day, or over forty (40)
19 hours per week and failed to pay all legally required overtime
20 compensation to Plaintiff and class members;
- 21 (d) Whether Defendants failed to pay Plaintiff and class members at least
22 minimum wages for all hours worked;
- 23 (e) Whether Defendants provided Plaintiff and class members with complete
24 and accurate wage statements as required by California Labor Code
25 section 226(a);
- 26 (f) Whether Defendants maintained accurate payroll records as required by
27 California Labor Code section 1174(d);
- 28 (g) Whether Defendants failed to pay earned overtime wages, minimum

wages, meal and rest period premiums, and/or reporting time pay due to Plaintiff and class members upon their discharge;

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

(i) Whether Defendants required Plaintiff and class members to report to work, but failed to provide them with work or provided them with less than half their usual or scheduled day's work, without properly compensating them as required by California Code of Regulations, Title 8, section 11050(5);

(j) Whether Defendants failed to provide Plaintiff and class members with suitable seating;

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

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

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

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

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

(a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the

identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through

1 negative references and/or other means. Class actions provide the class
2 members who are not named in the complaint with a type of anonymity
3 that allows for the vindication of their rights while simultaneously
4 protecting their privacy.

5 **FIRST CAUSE OF ACTION**

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

7 **Violations**

8 **(Against all Defendants)**

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

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

18 67. At all relevant times herein set forth, California Labor Code sections 226.7,
19 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
20 meal period mandated by an applicable order of the IWC.

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

27 69. First, during the relevant time period, Defendants regularly failed to provide
28 Plaintiff and class members with compliant meal periods when working shifts that were five (5)

1 hours or longer. On information and belief, Defendants maintained and implemented, on a
2 company-wide basis, a non-compliant meal period policy that incorrectly provided Plaintiff and
3 class members with meal periods when they worked shifts that were eight (8) hours or longer.
4 However, under California law, an employee is entitled to a meal period during any shift longer
5 than five (5) hours. Thus, Defendants' meal period policy is non-compliant on its face, as it
6 fails to allow employees to take meal periods when working shifts five (5) or more hours.

7 70. Second, during the relevant period, on information and belief, Defendants had,
8 and continue to have, a company-wide policy and/or practice of strictly staffing their restaurant
9 locations based on the labor hours allocated by each location's labor or payroll budget set by
10 corporate. On information and belief, Defendants' uniform use of labor budgets resulted in
11 chronic understaffing and a lack of adequate meal period coverage, because there were too few
12 employees on duty to handle the workload and attend to customers. Because Defendants did
13 not employ or staff a sufficient number of employees to meet customer demand, there was no
14 one available to relieve employees needing meal period coverage, and Plaintiff and class
15 members were not always afforded timely, uninterrupted 30-minute meal periods during shifts
16 when they were entitled to receive a meal period. Additionally, Defendants, on a company-
17 wide basis, had a practice of failing to schedule meal periods, which further caused Plaintiff and
18 class members to not be relieved of their duties for compliant meal periods.

19 71. As a result, Plaintiff and class members have had to work through all or part of
20 their meal periods, had their meal periods interrupted, and/or had to wait extended periods of
21 time before taking meal periods. For example, a few times throughout her employment, Plaintiff
22 missed her meal periods in order to meet the restaurant's customer demand. When she was able
23 to take a meal period, Plaintiff's meal periods were sometimes taken late, after having worked
24 in excess of five (5) hours into her shift, or were interrupted by Defendants requiring that she
25 return to work and continue taking orders.

26 72. Further, on information and belief, Defendants' company-wide timekeeping
27 system prevented Plaintiff and class members from recording when their meal periods were
28 shortened or interrupted, because the system locked out Plaintiff and class members once they

1 clocked out for a meal period, and would not permit them to clock back in from a meal period
2 before 30 minutes had elapsed.

3 73. Moreover, Defendants did not provide Plaintiff and class members with second
4 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During
5 her employment, Plaintiff worked shifts in excess of ten (10) or more hours per day but was not
6 provided a second 30-minute meal period. Plaintiff and class members did not sign valid meal
7 period waivers on days that they were entitled to meal periods and were not relieved of all
8 duties.

9 74. At all times herein mentioned, Defendants knew or should have known that, as a
10 result of these policies, Plaintiff and class members were prevented from being relieved of all
11 duties and required to perform some of their assigned duties during meal periods. Defendants
12 further knew or should have known that Defendants did not pay Plaintiff and class members
13 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

14 75. Moreover, Defendants engaged in a company-wide practice and/or policy of not
15 paying all meal period premiums owed when compliant meal periods are not provided. Because
16 of this practice and/or policy, Plaintiff and class members have not received premium pay for
17 missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff
18 and class members compliant meal periods in violation of California Labor Code sections 226.7,
19 512(a), and 516 and failed to pay the full meal period premiums due.

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

24 **SECOND CAUSE OF ACTION**

25 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 26 **(Against all Defendants)**

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

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

4 79. At all relevant times, the applicable IWC Wage Order provides that "[e]very
5 employer shall authorize and permit all employees to take rest periods, which insofar as
6 practicable shall be in the middle of each work period" and that the "rest period time shall be
7 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof" unless the total daily work time is less than three and one-half
9 (3 ½) hours.

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

21 81. During the relevant time period, Defendants regularly failed to authorize and
22 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
23 period worked or major fraction thereof. As with meal periods, Defendants' company-wide use
24 of labor budgeting and/or limited payroll allocation, understaffing, and the assignment of heavy
25 workloads, prevented Plaintiff and class members from being relieved of all duty to take rest
26 periods. Additionally, Defendants failed to schedule rest periods, which, coupled with
27 Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and class
28 members not being authorized and permitted to take rest periods.

1 82. Furthermore, Defendants maintained and implemented a company-wide on-
2 premises rest period policy, which mandated that Plaintiff and class members remain on the
3 premises during their rest periods. Because Plaintiff and class members were restricted from
4 leaving Defendants' premises during rest periods, they were denied the ability to use their rest
5 periods freely for their own purposes, such as completing personal errands. Thus, Defendants
6 effectively maintained control over Plaintiff and class members during rest periods.

7 83. As a result of Defendants' practices and policies, Plaintiff and class members
8 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
9 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
10 throughout her employment, Plaintiff had to forego approximately half of her rest periods
11 because the restaurant was busy, and she did not have sufficient rest period coverage.

12 84. Defendants have also engaged in a company-wide practice and/or policy of not
13 paying rest period premiums owed when compliant rest periods are not authorized and
14 permitted. Because of this practice and/or policy, Plaintiff and class members have not received
15 premium pay for all missed rest periods.

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

20 **THIRD CAUSE OF ACTION**

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

22 **(Against all Defendants)**

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

25 87. Labor Code section 1198 makes it illegal to employ an employee under
26 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
27 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
28 shall be the . . . standard conditions of labor for employees. The employment of any employee

1 . . . under conditions of labor prohibited by the order is unlawful.”

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

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

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

15 91. California Labor Code section 510 codifies the right to overtime compensation
16 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
17 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
18 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
19 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
20 the seventh (7th) day of work.

21 92. During the relevant time period, Defendants willfully failed to pay all overtime
22 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
23 members were not paid overtime premiums for all of the hours they worked in excess of eight
24 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours
25 in a week, because all hours worked were not recorded.

26 93. As set forth above, Defendants’ company-wide policy and/or practice of
27 understaffing restaurant locations due to labor budgeting and/or limited payroll allocation,
28 which, combined with heavy workloads, has resulted in a lack of meal period coverage and

1 prevented Plaintiff and class members from taking all uninterrupted 30-minute meal periods to
2 which they were entitled. Moreover, as also stated, Defendants had a practice of failing to
3 schedule meal periods which further caused Plaintiff and class members to not be relieved of
4 their duties for compliant meal periods. Consequently, Plaintiff and class members were
5 required to work through meal periods and/or had their unpaid meal periods interrupted in order
6 to complete their assigned duties and handle customer demand, time for which they were not
7 paid.

8 94. Further, as stated, Defendants' timekeeping system prevented Plaintiff and class
9 members from recording all hours worked when their meal periods were shortened or
10 interrupted, because the system locked out Plaintiff and class members once they clocked out
11 for a meal period, and would not permit them to clock back in from a meal period before 30
12 minutes had elapsed. For example, Plaintiff's meal periods were sometimes interrupted or cut
13 short in order to assist customers when the restaurant was busy, but she was unable to clock
14 back in until 30 minutes had elapsed. Thus, Defendants did not record all hours worked during
15 meal periods, and Plaintiff and class members performed work during meal periods for which
16 they were not paid.

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

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

FOURTH CAUSE OF ACTION
Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid
Minimum Wages
(Against all Defendants)

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

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

99. As set forth above, due to Defendants’ policies and/or practices of utilizing labor budgets, understaffing, assigning heavy workloads, and failing to schedule meal periods, Plaintiff and class members were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Furthermore, as stated, Defendants systematically failed to pay Plaintiff and class members for actual hours worked during unpaid meal periods, because Defendants’ timekeeping system locked out Plaintiff and class members for 30 minutes when they clocked out for a meal period. Thus, Defendants systematically failed to pay Plaintiff and class members for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

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

101. Defendants’ failure to pay Plaintiff and class members minimum wages violates

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

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

(Against all Defendants)

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

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

104. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

105. Because Defendants did not record the time Plaintiff and Subclass members spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay

1 in effect during the pay period and the corresponding accurate number of hours worked at each
2 hourly rate, in violation of section 226(a)(9).

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

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

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

1 keep accurate records of work period and meal period start and stop times for Plaintiff and
2 Subclass members, in violation of section 1198. Also, in light of Defendants' failure to provide
3 Plaintiff and Subclass members with second 30-minute meal periods to which they were
4 entitled, Defendants kept no records of meal start and end times for second meal periods.

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

9 **SIXTH CAUSE OF ACTION**

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

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

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

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

26 113. Defendants willfully failed to pay Plaintiff and class members who are no longer
27 employed by Defendants the earned and unpaid wages set forth above, including but not limited
28 to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay,

1 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
2 employ.

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

9 SEVENTH CAUSE OF ACTION

10 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 11 **Employment** 12 **(Against all Defendants)**

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

15 116. This cause of action is dependent upon, and wholly derivative of, the overtime
16 wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were
17 not timely paid to Plaintiff and class members during their employment.

18 117. At all times relevant herein set forth, Labor Code section 204 provides that all
19 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
20 days, inclusive, of any calendar month, other than those wages due upon termination of an
21 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
22 the month during which the labor was performed. Labor Code section 204 further provides that
23 all wages earned by any person in any employment between the sixteenth (16th) and the last
24 day, inclusive, of any calendar month, other than those wages due upon termination of an
25 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
26 month.

27 118. At all times relevant herein, Labor Code section 204 provides that all wages
28 earned for labor in excess of the normal work period shall be paid no later than the payday for

1 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
2 204 provides that the requirements of this section are deemed satisfied by the payment of wages
3 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
4 calendar days following the close of the payroll period.

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

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

12 **EIGHTH CAUSE OF ACTION**

13 **Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section** 14 **11050 Subdivision 5(A)—Failure to Provide Reporting Time Pay** 15 **(Against all Defendants)**

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

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

23 123. The applicable IWC Wage Order, California Code of Regulations, Title 8,
24 section 11050(5)(A), provides that “[e]ach workday an employee is required to report for work
25 and does report, but is not put to work or is furnished less than half said employee's usual or
26 scheduled day's work, the employee shall be paid for half the usual or scheduled day's work,
27 but in no event for less than two (2) hours nor more than four (4) hours, at the employee's
28 regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of

1 the reporting time regulation” is “to guarantee at least partial compensation for employees who
2 report to work expecting to work a specified number of hours, and who are deprived of that
3 amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v.*
4 *AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

5 124. During the relevant time period, Defendants violated California Labor Code
6 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because
7 Defendants failed to pay Plaintiff and class members reporting time pay when they reported to
8 work for their usual or scheduled shift but were put to work for less than half of their usual or
9 scheduled day’s work.

10 125. Defendants had a company-wide practice of sending Plaintiff and class members
11 home early from their shifts, including before they had worked at least half of their usual or
12 scheduled shift, but would not pay Plaintiff and class members for half of their scheduled shift.
13 For example, Defendants’ managers sent Plaintiff home before half of her scheduled shift was
14 over, but, on information and belief, Plaintiff was only paid for the time she had worked.
15 Although Plaintiff and class members reported to work based on the schedule that was provided
16 to them, Defendants would send them home before they worked at least half of their usual or
17 scheduled shifts. When this occurred, Defendants did not pay Plaintiff and class members for
18 at least half of their scheduled day’s work or the minimum reporting time pay.

19 126. Accordingly, Plaintiff and class members were not properly compensated with
20 reporting time pay in violation of California Labor Code section 1198 and California Code of
21 Regulations, Title 8, section 11050(5)(A). Plaintiff and class members are therefore entitled to
22 recover from Defendants unpaid wages and interest.

23 NINTH CAUSE OF ACTION

24 Violation of California Labor Code § 2802—Unpaid Business-Related Expenses 25 (Against all Defendants)

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

28 128. At all times herein set forth, California Labor Code section 2802 provides that

1 an employer must reimburse employees for all necessary expenditures and losses incurred by
2 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
3 to prevent employers from passing off their cost of doing business and operating expenses on
4 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
5 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen the
6 employer requires the use of tools or equipment or they are necessary to the performance of a
7 job, such tools and equipment shall be provided and maintained by the employer, except that an
8 employee whose wages are at least two (2) times the minimum wage may provide and maintain
9 hand tools and equipment customarily required by the particular trade or craft.” IWC Wage
10 Order No. 5-2001 further provides that: “[w]hen uniforms are required by the employer to be
11 worn by the employee as a condition of employment, such uniforms shall be provided and
12 maintained by the employer.”

13 129. First, during the relevant time period, Defendants had a company-wide policy of
14 requiring Plaintiff and class members to utilize their own personal mobile devices, including
15 cellular phones, to carry out their job duties, but Defendants failed to reimburse them for the
16 costs of their work-related mobile device expenses. For example, Plaintiff and class members
17 were required to use their personal mobile devices to communicate with management via phone
18 calls and/or text messages regarding work instructions, assignments, and scheduling. As a
19 further example, Plaintiff was required to download a mobile application on her personal mobile
20 device which she used to review her timesheets, and view her schedule and wage statements.
21 Although Defendants required Plaintiff and class members to utilize their personal mobile
22 devices to carry out their work-related responsibilities, Defendants failed to reimburse them for
23 these costs.

24 130. Second, during the relevant time period, Defendants, on a company-wide basis,
25 required Plaintiff and class members to obtain and pay for certain certifications, which were
26 required for their continued employment, as well as associated costs such as training and/or
27 examination fees. For example, Plaintiff complied with this requirement and spent
28 approximately \$8 to obtain a food handler card, but Defendants did not reimburse her for the

1 costs of obtaining the certification. Thus, Defendants failed to reimburse Plaintiff and class
2 members for the costs of obtaining these certifications, including training and/or examination
3 fees.

4 131. Third, during the relevant time period, Defendants, on a company-wide basis,
5 expected Plaintiff and class members to report to work in clean and presentable uniform shirts
6 bearing the “McDonald’s” company logo and name, but failed to provide Plaintiff and class
7 members with sufficient uniforms to wear for their shifts throughout the week. For example,
8 Defendants only provided Plaintiff with three (3) uniform shirts during her employment.
9 Because Defendants failed to provide Plaintiff with an adequate number of uniform items in
10 relation to her scheduled shifts and for the tasks she was required to perform, Plaintiff was
11 forced to wash her uniform items more frequently than she would otherwise do laundry, thus
12 incurring additional laundry expenses for the upkeep of her uniforms. Thus, Defendants failed
13 to maintain the uniforms they required Plaintiff and class members to wear during their shifts
14 and forced them to incur the cost of maintaining employee uniforms.

15 132. Defendants could have provided Plaintiff and class members with the actual
16 equipment for use on the job, such as company mobile devices and an adequate number of
17 uniforms or access to laundering services. Or, Defendants could have reimbursed employees
18 for the costs of their mobile device usage, certification fees, and laundering expenses or
19 provided a uniform maintenance allowance. Instead, Defendants passed these operating costs
20 off onto Plaintiff and class members. At all relevant times, Plaintiff did not earn at least two
21 (2) times the minimum wage.

22 133. Defendants’ company-wide policy and/or practice of passing on their operating
23 costs to Plaintiff and class members violates California Labor Code section 2802. Defendants
24 have intentionally and willfully failed to reimburse Plaintiff and class members for necessary
25 business-related expenses and costs.

26 134. Plaintiff and class members are entitled to recover from Defendants their
27 business-related expenses incurred during the course and scope of their employment, plus
28 interest.

1 **TENTH CAUSE OF ACTION**

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

3 **(Against all Defendants)**

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

6 136. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
8 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
9 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits
10 aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor
11 Code sections not found in section 2699.5, including sections 516, 1182.12, and 2810.5.

12 137. Defendants’ conduct, as alleged herein, violates numerous sections of the
13 California Labor Code, including, but not limited to, the following:

- 14 (a) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
15 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
16 and other aggrieved employees with meal periods, as alleged herein;
- 17 (b) 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 aggrieved employees to take rest periods, as alleged herein;
- 20 (c) Violation of Labor Code sections 510 and 1198, and the applicable IWC
21 Wage Order for Defendants’ failure to compensate Plaintiff and other
22 aggrieved employees with all required overtime pay, as alleged herein;
- 23 (d) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198,
24 and the applicable IWC Wage Order for Defendants’ failure to compensate
25 Plaintiff and other aggrieved employees with at least minimum wages for
26 all hours worked, as alleged herein;
- 27 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC
28 Wage Order for failure to provide accurate and complete wage statements

- 1 to Plaintiff and other aggrieved employees, as alleged herein;
- 2 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
- 3 IWC Wage Order for failure to maintain payroll records, as alleged herein;
- 4 (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned
- 5 wages upon termination, as alleged herein;
- 6 (h) Violation of Labor Code section 204 for failure to pay all earned wages
- 7 during employment, as alleged herein;
- 8 (i) Violation of Labor Code section 1198 and the applicable IWC Wage Order
- 9 for failing to pay reporting time pay to Plaintiff and other aggrieved
- 10 employees, as alleged herein;
- 11 (j) Violation of Labor Code section 1198 and the applicable IWC Wage Order
- 12 for failure to provide suitable seating, as set forth below;
- 13 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and
- 14 other aggrieved employees for all business expenses necessarily incurred,
- 15 as alleged herein; and
- 16 (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide
- 17 written notice of information material to Plaintiff's and other aggrieved
- 18 employees' employment with Defendants, as set forth below.

19 138. At all relevant times herein, California Labor Code section 1198 makes it illegal

20 to employ an employee under conditions of labor that are prohibited by the applicable IWC

21 Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of

22 labor fixed by the commission shall be the . . . standard conditions of labor for employees. The

23 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

24 139. California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll

25 working employees shall be provided with suitable seats when the nature of the work reasonably

26 permits the use of seats.”

27 140. Defendants' restaurants are generally similar in their layout and design and there

28 was, and continues to be, space at the drive-thru ordering windows to allow for the presence

1 and use of a seat or stool by Plaintiff and other aggrieved employees (with reasonable or no
2 modification to these work areas) during the performance of their work duties. Defendants
3 could have provided Plaintiff and other aggrieved employees with a seat or stool at the drive-
4 thru ordering windows, but instead denied employees seating and forced Plaintiff and other
5 aggrieved employees to stand throughout the day.

6 141. Plaintiff and other aggrieved employees spent a substantial portion of their day
7 behind or at these drive-thru ordering windows. The nature of the work of an employee
8 performing cashier/drive-thru duties can reasonably be accomplished from a seated position.
9 However, as set forth herein, Defendants systematically, and on a company-wide basis, do not
10 provide seats or stools at or near drive-thru ordering windows, forcing Plaintiff and other
11 aggrieved employees to stand throughout their work shifts.

12 142. Defendants violated California Labor Code section 1198 and California Code of
13 Regulations, Title 8, section 11050(14)(A) because Plaintiff and other aggrieved employees
14 were not allowed to sit, even when the nature of their work would reasonably permit the use of
15 seats, nor were they provided with suitable seats. Defendants' management did not inform
16 Plaintiff and other aggrieved employees that they were allowed to sit down, provide any means
17 for them to sit down, or mention any policy regarding sitting.

18 143. As a result of Defendants' company-wide policy and/or practice of prohibiting
19 employees from sitting during their shifts and company-wide failure to provide suitable seating,
20 Plaintiff and other aggrieved employees were forced to stand during shifts and denied seats.
21 Defendants' failure to provide suitable seating to Plaintiff and other aggrieved employees
22 violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision
23 14(A). Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties
24 pursuant to Labor Code sections 2699(a), (f), and (g).

25 144. California Code of Regulations, Title 8, section 11050(14)(B) provides that
26 "[w]hen employees are not engaged in the active duties of their employment and the nature of
27 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
28 proximity to the work area and employees shall be permitted to use such seats when it does not

1 interfere with the performance of their duties.”

2 145. During the relevant time period, Defendants violated California Labor Code
3 section 1198 and California Code of Regulations, Title 8, section 11050(14)(B), because
4 Plaintiff and other aggrieved employees were not allowed to sit, even during lulls in their work
5 duties, nor were they provided with suitable seats in reasonable proximity to their work areas.

6 146. Defendants’ California restaurants are generally similar in their layout and
7 design and there was, and continues to be, space near their work areas (with reasonable or no
8 modification to these work areas) to allow for the presence and use of a seat or stool by Plaintiff
9 and other aggrieved employees during lulls in operation. Defendants could have provided
10 Plaintiff and other aggrieved employees with a seat or stool in their work areas, but instead
11 denied, and continue to deny, employees seating, forcing them to stand throughout the day.

12 147. Defendants did not provide Plaintiff and other aggrieved employees with seats
13 or stools in reasonable proximity to their work areas to allow them to use seats when it would
14 not interfere with the performance of their duties for times when they were not engaged in active
15 duties that require standing. In other words, to the extent Plaintiff and other aggrieved
16 employees engaged in duties in which the nature of the work required standing, Defendants
17 denied them the use of seats nearby during lulls in their work duties. Moreover, Defendants did
18 not inform Plaintiff and other aggrieved employees of their rights to a seat or stool under
19 California law.

20 148. As a result of Defendants’ company-wide policy and/or practice of prohibiting
21 employees from sitting at any time, even when they were not engaged in active duties requiring
22 standing, and company-wide failure to provide seats in reasonable proximity to their work areas,
23 Plaintiff and other aggrieved employees were forced to stand during shifts and denied seats.
24 Defendants’ failure to provide suitable seating to Plaintiff and other aggrieved employees
25 violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision
26 14(B). Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties
27 pursuant to Labor Code sections 2699(a), (f), and (g).

28 149. At all relevant times herein, California’s Wage Theft Prevention Act was enacted

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

11 150. At all relevant times, on information and belief, Defendants failed, on a
12 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
13 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants'
14 failure to provide Plaintiff and other aggrieved employees with written notice of basic
15 information regarding their employment with Defendants is in violation of Labor Code section
16 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties
17 pursuant to Labor Code sections 2699(a), (f), and (g).

18 **ELEVENTH CAUSE OF ACTION**

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

20 **Unlawful Business Practices**

21 **(Against all Defendants)**

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

24 152. Defendants are “persons” as defined by California Business & Professions Code
25 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
26 associations.

27 153. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
28 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has

1 suffered injury in fact and has lost money as a result of Defendants' unlawful business practices.
2 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
3 Code of Civil Procedure section 1021.5.

4 154. Defendants' activities, as alleged herein, are violations of California law, and
5 constitute unlawful business acts and practices in violation of California Business & Professions
6 Code sections 17200, *et seq.*

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

- 10 (a) Failing to provide uninterrupted meal periods to Plaintiff and class
11 members in violation of California Labor Code sections 226.7, 512(a),
12 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- 13 (b) Failing to authorize and permit Plaintiff and class members to take
14 uninterrupted rest periods in violation of California Labor Code sections
15 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged
16 herein;
- 17 (c) Requiring non-exempt, hourly paid employees, including Plaintiff and
18 class members, to work overtime without paying them proper
19 compensation in violation of California Labor Code sections 510 and
20 1198, and the applicable IWC Wage Order, as alleged herein;
- 21 (d) Failing to pay at least minimum wage to Plaintiff and class members in
22 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
23 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 24 (e) Failing to provide Plaintiff and class members with accurate wage
25 statements and failing to maintain accurate payroll records in violation of
26 California Labor Code sections 226(a), 1174(d), and 1198, and the
27 applicable IWC Wage Order, as alleged herein;
- 28 (f) Failing timely to pay all earned wages to Plaintiff and class members in

violation of California Labor Code section 204, as alleged herein;

(g) Failing to pay reporting time pay in violation of California Labor Code section 1198 and the applicable IWC Wage Order, as alleged herein;

(h) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and

(i) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

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

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

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

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

TWELFTH CAUSE OF ACTION

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

Unfair Business Practices

(Against all Defendants)

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

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

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

163. Defendants’ activities, namely Defendants’ company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants’ practice

1 and/or policy of denying these statutory benefits constitutes an unfair business practice in
2 violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

3 164. A violation of California Business & Professions Code sections 17200, *et seq.*
4 may be predicated on any unfair business practice. In the instant case, Defendants' policies and
5 practices have violated the spirit of California's meal and rest period laws and constitute acts
6 against the public policy behind these laws.

7 165. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
8 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
9 benefits implemented by section 226.7 withheld and retained by Defendants during a period that
10 commences four years prior to the filing of this complaint; a permanent injunction requiring
11 Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class
12 members; an award of attorneys' fees pursuant to California Code of Civil Procedure section
13 1021.5 and other applicable laws; and an award of costs.

14 **REQUEST FOR JURY TRIAL**

15 Plaintiff requests a trial by jury.

16 **PRAYER FOR RELIEF**

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

19 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
20 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
21 reserves the right to amend her prayer for relief to seek a different amount.

22 **Class Certification**

- 23 2. That this case be certified as a class action;
24 3. That Plaintiff be appointed as the representative of the Class and Subclass;
25 4. That counsel for Plaintiff be appointed as class counsel.

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

27 5. That the Court declare, adjudge, and decree that Defendants violated California
28 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by

1 willfully failing to provide all meal periods to Plaintiff and class members;

2 6. That the Court make an award to the Plaintiff and class members of one (1) hour
3 of pay at each employee's regular rate of pay for each workday that a meal period was not
4 provided;

5 7. For all actual, consequential, and incidental losses and damages, according to
6 proof;

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

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

10 10. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 11. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Second Cause of Action**

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

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

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

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

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

26 17. For attorneys' fees pursuant to California Code of Civil Procedure section
27 1021.5, or as otherwise provided by law; and

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

appropriate.

As to the Third Cause of Action

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

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

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

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

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

As to the Fourth Cause of Action

24. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

25. For general unpaid wages and such general and special damages as may be appropriate;

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

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

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the

recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

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

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

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

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay owed at the time of termination of the employment of Plaintiff and other terminated class members;

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

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

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

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

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

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime
2 wages, minimum wages, meal and rest period premiums, and/or reporting time pay during their
3 employment;

4 43. For all actual, consequential and incidental losses and damages, according to
5 proof;

6 44. For statutory penalties according to proof pursuant to California Labor Code
7 section 210;

8 45. For pre-judgment interest on any unpaid wages from the date such amounts were
9 due, or as otherwise provided by law;

10 46. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 47. For such other and further relief as the Court may deem equitable and
13 appropriate.

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

15 48. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A) by
17 failing to provide Plaintiff and class members with reporting time pay;

18 49. For all actual, consequential and incidental losses and damages, according to
19 proof;

20 50. For pre-judgment interest on any unpaid wages from the date such amounts were
21 due, or as otherwise provided by law; and

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

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

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

28 53. For unpaid business-related expenses and such general and special damages as

1 may be appropriate;

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

4 55. For all actual, consequential, and incidental losses and damages, according to
5 proof;

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

8 57. For such other and further relief as the Court may deem equitable and
9 appropriate.

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

11 58. That the Court declare, adjudge and decree that Defendants violated the
12 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
13 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by
14 failing to authorize and permit all rest periods); 510 and 1198 (by failing to pay all overtime
15 compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum
16 wages for all hours worked); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
17 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
18 earned wages upon termination); 204 (by failing to timely pay all earned wages during
19 employment); 1198 and the applicable IWC Wage Order (by failing to provide reporting time
20 pay); 1198 and the applicable IWC Wage Order (by failing to provide suitable seating); 2802
21 (by failing to reimburse business expenses); and 2810.5 (by failing to provide notice of material
22 terms of employment);

23 59. For civil penalties pursuant to the California Labor Code, including sections 210,
24 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
25 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198,
26 2802, and 2810.5;

27 60. For attorneys' fees and costs pursuant to California Labor Code section
28 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California

1 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
2 1197, 1197.1, 1198, 2802, and 2810.5;

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

4 62. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 **As to the Eleventh Cause of Action**

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

18 64. For restitution of unpaid wages to Plaintiff and all class members and
19 prejudgment interest from the day such amounts were due and payable;

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

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

26 67. For such other and further relief as the Court may deem equitable and
27 appropriate.

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5

6
7
8

9
10
11
12

13
14

15

16
17

19

Respectfully submitted,

Capstone Law APC

By: Brian Pike

Bevin Allen Pike
Daniel S. Jonathan
Trisha K. Monesi

Attorneys for Plaintiff Churpries Parker

EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

April 11, 2023

VIA ONLINE SUBMISSION

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

Subject: *Churpries Parker v. MCDCC II, L.P., et al.*

Dear PAGA Administrator:

This office represents Churpries Parker in connection with her claims under the California Labor Code. Ms. Parker was an employee of MCDCC II, L.P.; MCDCC, LLC; MCDCC I, L.P.; MCDCC III LP; MCDCC V LP; MCDCC VI, LP; MCDCC VIII, LP; GOLDEN STATE RESTAURANT GROUP; M3G I, LP; and/or M3G II, LP. For the purposes of this letter, Ms. Parker collectively refers to these entities as "MCDCC."

The employers may be contacted directly at the addresses below:

MCDCC II, L.P.
4502 GEORGETOWN PLACE, STE. 100
STOCKTON, CA 95207

MCDCC, LLC
4502 GEORGETOWN PL STE 100
STOCKTON, CA 95207

MCDCC I, L.P.
4502 GEORGETOWN PLACE, STE 100
STOCKTON, CA 95207

MCDCC III LP
4502 GEORGETOWN PLACE, STE. 100
STOCKTON, CA 95207

MCDCC V LP
4502 GEORGETOWN PLACE, STE. 100
STOCKTON, CA 95207

MCDCC VI, LP
4502 GEORGETOWN PLACE, STE. 100
STOCKTON, CA 95207

MCDCC VIII, LP
4502 GEORGETOWN PL SUITE 100
STOCKTON, CA 95207

GOLDEN STATE RESTAURANT GROUP
4502 GEORGETOWN PL SUITE 100
STOCKTON, CA 95207

M3G I, LP
4502 GEORGETOWN PLACE STE 100
STOCKTON, CA 95207

M3G II, LP
4502 GEORGETOWN PLACE STE 100
STOCKTON, CA 95207

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

MCDCC employed Ms. Parker as an hourly paid, non-exempt employee from approximately September 2021 to January 2023. Ms. Parker worked as a Crew Member at a few of the MCDCC's McDonald's restaurants located in Stockton, California; she primarily worked at the McDonald's located on 1049 East March Lane, Stockton, California. Ms. Parker typically worked five (5) or more hours per day and five (5) or more days per week. Ms. Parker was compensated approximately \$15.00 per hour. Her job duties included, without limitation, taking customer orders, preparing food, operating the registers and drive thru window, and serving food to customers.

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

MCDCC's Company-Wide and Uniform Payroll and HR Practices

MCDCC II, L.P.; MCDCC I, L.P.; MCDCC III LP; MCDCC V LP; MCDCC VI, LP; MCDCC VIII, LP; M3G I, LP; and M3G II, LP are California limited partnerships. MCDCC, LLC is a California limited liability company. GOLDEN STATE RESTAURANT GROUP is a California corporation. Together, MCDCC owns and operates a chain of McDonald's franchise restaurants, with around 41 locations in California. Upon information and belief, MCDCC maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Stockton, California, for all non-exempt, hourly paid employees working for MCDCC in California, including Ms. Parker and other aggrieved employees. At all relevant times, MCDCC issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Parker and other aggrieved employees, regardless of their location or position.

Upon information and belief, MCDCC maintains a centralized Payroll department at its corporate headquarters in Stockton, California, which processes payroll for all non-exempt, hourly paid employees working for MCDCC in California, including Ms. Parker and other aggrieved employees. Further, MCDCC issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Parker and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In

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

other words, MCDCC utilized the same methods and formulas when calculating wages due to Ms. Parker and other aggrieved employees in California.

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

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

First, during the relevant time period, MCDCC regularly failed to provide Ms. Parker and other aggrieved employees with compliant meal periods when working shifts that were five (5) hours or longer. On information and belief, MCDCC maintained and implemented, on a company-wide basis, a non-compliant meal period policy that incorrectly provided Ms. Parker and other aggrieved employees with meal periods when they worked shifts that were eight (8) hours or longer. However, under California law, an employee is entitled to a meal period during any shift longer than five (5) hours. Thus, MCDCC’s meal period policy is non-compliant on its face, as it fails to allow employees to take meal periods when working shifts five (5) or more hours.

Second, during the relevant period, on information and belief, MCDCC had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours allocated by each location’s labor or payroll budget set by corporate. On information and belief, MCDCC’s uniform use of labor budgets resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Because MCDCC did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Ms. Parker and other aggrieved employees were not always afforded timely, uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Additionally, MCDCC, on a company-wide basis, had a practice of failing to schedule meal periods, which further caused Ms. Parker and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Parker and other aggrieved employees have 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, a few times throughout her employment, Ms. Parker missed her meal periods in order to meet the restaurant’s customer demand. When she was able to take a meal period, Ms. Parker’s meal periods were sometimes taken late, after having worked in excess of five

(5) hours into her shift, or were interrupted by MCDCC requiring that she return to work and continue taking orders.

Further, on information and belief, MCDCC's company-wide timekeeping system prevented Ms. Parker and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. Parker 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.

Moreover, MCDCC did not provide Ms. Parker and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During her employment, Ms. Parker worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Ms. Parker 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, MCDCC knew or should have known that, as a result of these policies, Ms. Parker and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. MCDCC further knew or should have known that it did not pay Ms. Parker and other aggrieved employees all meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, MCDCC engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Parker and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that MCDCC did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, MCDCC did so at the incorrect rates. In addition to an hourly wage, MCDCC paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, MCDCC failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. Therefore, during times when other aggrieved employees received meal period premiums and these other forms of pay, MCDCC failed to pay full meal period premiums by paying a lower rate than required. As a result, MCDCC failed to provide other aggrieved employees compliant meal periods in violation of California Labor Code sections 226.7, 512, and 516 and failed to pay the full meal period premiums due.

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

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

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any

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

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

During the relevant time period, MCDCC regularly failed to authorize and permit Ms. Parker 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, MCDCC’s company-wide use of labor budgeting and/or limited payroll allocation, understaffing, and the assignment of heavy workloads, prevented Ms. Parker and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, MCDCC failed to schedule rest periods, which, coupled with MCDCC’s failure to provide adequate rest period coverage, further led to Ms. Parker and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, MCDCC maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Parker and other aggrieved employees remain on the premises during their rest periods. Because Ms. Parker and other aggrieved employees were restricted from leaving MCDCC’s premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as completing personal errands. Thus, MCDCC effectively maintained control over Ms. Parker and other aggrieved employees during rest periods.

As a result of MCDCC’s practices and policies, Ms. Parker and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout her employment, Ms. Parker had to forego approximately half of her rest periods because the restaurant was busy, and she did not have sufficient rest period coverage.

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

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

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

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

MCDCC willfully failed to pay all overtime wages owed to Ms. Parker and other aggrieved employees. During the relevant time period, Ms. Parker 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 ten (10) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

As set forth above, MCDCC's company-wide policy and/or practice of understaffing restaurant locations due to labor budgeting and/or limited payroll allocation, which, combined with heavy workloads, has resulted in a lack of meal period coverage and prevented Ms. Parker and other aggrieved employees from taking all uninterrupted 30-minute meal periods to which they were entitled. Moreover, as also stated, MCDCC had a practice of failing to schedule meal periods, which further caused Ms. Parker and other aggrieved employees to not be relieved of their duties for compliant meal periods. Consequently, Ms. Parker and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties and handle customer demand, time for which they were not paid.

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

Moreover, on information and belief, MCDCC had, and continues to have, a company-wide policy and/or practice of requiring other aggrieved employees to perform tasks off-the-clock after their shifts. For example, after other aggrieved employees clocked out at the end of their shift, MCDCC's managers required them to continue working before they could leave for the day, such as completing closing duties. As a result, other aggrieved employees were subject to MCDCC's control after they had clocked out for their shifts, but were not compensated for this time.

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

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

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

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

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

As set forth above, due to MCDCC's policies and/or practices of utilizing labor budgets, understaffing, assigning heavy workloads, and failing to schedule meal periods, Ms. Parker 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, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Furthermore, as stated, MCDCC systematically failed to pay Ms. Parker and other aggrieved employees for actual hours worked during unpaid meal periods, because MCDCC's timekeeping system locked out Ms. Parker and other aggrieved employees for 30 minutes when they clocked out for a meal period. Thus, MCDCC systematically failed to pay Ms. Parker and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Moreover, as stated, during the relevant time period, MCDCC required other aggrieved employees to perform closing duties off-the-clock after of their scheduled shifts. MCDCC failed to track this time other aggrieved employees spent working off-the-clock, and thus, other aggrieved employees received no compensation for this time.

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

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

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

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

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

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to

list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours employees worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d), MCDCC willfully failed to maintain accurate payroll records for Ms. Parker 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, MCDCC engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and stop times for Ms. Parker and other aggrieved employees, in violation of section 1198. Also, in light of MCDCC’s failure to provide Ms. Parker and other aggrieved employees with second 30-minute meal periods to which they were entitled, MCDCC kept no records of meal start and end times for second meal periods.

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

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

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

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of

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

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

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

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

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

MCDCC willfully failed to pay Ms. Parker and other aggrieved employees who are no longer employed by MCDCC 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 MCDCC's employ.

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

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

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

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

During the relevant time period, MCDCC violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because MCDCC failed to pay Ms. Parker 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.

MCDCC had a company-wide practice of sending Ms. Parker and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Ms. Parker and other aggrieved employees for half of their usual or scheduled shift. For example, MCDCC's managers sent Ms. Parker home before half of her scheduled shift was over, but on information and belief, Ms. Parker was only paid for the time she had worked. Although Ms. Parker and other aggrieved employees reported to work based on the schedule that was provided to them, MCDCC would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, MCDCC did not pay Ms. Parker and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

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

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

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(A) – Failure to Provide Suitable Seating

California 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.” California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

MCDCC’s California restaurants are generally similar in their layout and design and there was, and continues to be, space at the drive-thru ordering windows to allow for the presence and use of a seat

or stool by Ms. Parker and other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. MCDCC could provide Ms. Parker and other aggrieved employees with a seat or stool at the drive-thru ordering windows, but instead denies employees seating and forces Ms. Parker and other aggrieved employees to stand throughout the day.

Ms. Parker and other aggrieved employees spent a substantial portion of their day behind or at these drive-thru ordering windows. The nature of the work of an employee performing cashier/drive-thru duties can reasonably be accomplished from a seated position. However, as set forth herein, MCDCC systematically, and on a company-wide basis, does not provide seats or stools at or near the drive-thru ordering windows, forcing Ms. Parker and other aggrieved employees to stand throughout their work shifts.

MCDCC violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A) because Ms. Parker and other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. MCDCC's management did not inform Ms. Parker and other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of MCDCC's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Ms. Parker and other aggrieved employees were forced to stand during shifts and denied seats. MCDCC's failure to provide suitable seating to Ms. Parker and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(A).

Ms. Parker and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring MCDCC into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(B) – Failure to Provide Suitable Seating

California 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.” California Code of Regulations, Title 8, section 11050(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during “lulls in operation.” *Id.*

MCDCC's California restaurants are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Ms. Parker and other aggrieved employees during lulls in operation. MCDCC could have provided Ms. Parker and other aggrieved employees with a seat or stool in its work areas, but instead denied, and continues to deny, employees seating, forcing them to stand throughout the day.

MCDCC did not provide Ms. Parker and other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. Parker and other aggrieved employees engaged in duties in which the nature of the work required standing, MCDCC denied them the use of seats nearby during lulls in their work duties. Moreover, MCDCC did not inform Ms. Parker and other aggrieved employees of their rights to a seat or stool under California law.

As a result of MCDCC's company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Ms. Parker and other aggrieved employees were forced to stand during shifts and denied seats. MCDCC's failure to provide suitable seating to Ms. Parker and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(B).

Ms. Parker and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring MCDCC into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, MCDCC had a company-wide policy of requiring Ms. Parker and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, to carry out their job duties, but MCDCC failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Parker and other aggrieved employees were required to use their personal mobile devices to communicate with management via phone calls and/or text messages regarding work instructions, assignments, and scheduling. As a further example, Ms. Parker was required to download a mobile application on her personal mobile device

which she used to review her timesheets, and view her schedule and wage statements. Although MCDCC required Ms. Parker and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, MCDCC failed to reimburse them for these costs.

Second, during the relevant time period, MCDCC, on a company-wide basis, required Ms. Parker and other aggrieved employees to obtain and pay for certain certifications, which were required for their continued employment, as well as associated costs such as training and/or examination fees. For example, Ms. Parker complied with this requirement and spent approximately \$8 to obtain a food handler card, but MCDCC did not reimburse her for the costs of obtaining the certification. Thus, MCDCC failed to reimburse Ms. Parker and other aggrieved employees for the costs of obtaining these certifications, including training and/or examination fees.

Third, during the relevant time period, MCDCC, on a company-wide basis, expected Ms. Parker and other aggrieved employees to report to work in a clean and presentable uniform shirts bearing the “McDonald’s” company logo and name, but failed to provide Ms. Parker and other aggrieved employees with sufficient uniforms to wear for their shifts throughout the week. For example, MCDCC only provided Ms. Parker with three (3) uniform shirts during her employment. Because MCDCC failed to provide Ms. Parker with an adequate number of uniform items in relation to her scheduled shifts and for the tasks she was required to perform, Ms. Parker was forced to wash her uniform items more frequently than she would otherwise do laundry, thus incurring additional laundry expenses for the upkeep of her uniforms. Thus, MCDCC failed to maintain the uniforms they required Ms. Parker and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

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

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

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

California’s Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer’s written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and

use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

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

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

California Labor Code § 558(a)

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

Accordingly, Ms. Parker 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), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Parker, 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 MCDCC for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

Best Regards,

A handwritten signature in cursive script, appearing to read "Ninel", enclosed within a light gray rectangular border.

Ninel Kocharyan

Copy: MCDCC II, L.P. (via U.S. Certified Mail); MCDCC, LLC (via U.S. Certified Mail); MCDCC I, L.P. (via U.S. Certified Mail); MCDCC III LP (via U.S. Certified Mail); MCDCC V LP (via U.S. Certified Mail); MCDCC VI, LP (via U.S. Certified Mail); MCDCC VIII, LP (via U.S. Certified Mail); GOLDEN STATE RESTAURANT GROUP (via U.S. Certified Mail); M3G I, LP (via U.S. Certified Mail); M3G II, LP (via U.S. Certified Mail)

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



7022 2410 0000 2405 8023

MCDCC II, L.P.
4502 GEORGETOWN PLACE,
STE. 100
STOCKTON, CA 95207

7022 2410 0000 2405 8023

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

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

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

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

MCDCC II, L.P.
4502 GEORGETOWN PLACE,
STE. 100
STOCKTON, CA 95207

SENDER: COMPLETE THIS SECTION

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

MCDCC II, L.P.
4502 GEORGETOWN PLACE,
STE. 100
STOCKTON, CA 95207

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

□ Agent

□ Addressee

C. Date of Delivery

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



9590 9402 7690 2122 7159 58

2. Article Number (Transfer from service label)

7022 2410 0000 2405 8023

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

Service Type

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

- ☐ Priority Mail Express
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

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

Domestic Return Receipt

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



7022 2410 0000 2405 801b

MCDCC, LLC
4502 GEORGETOWN PL STE 100
STOCKTON, CA 95207

SENDER: COMPLETE THIS SECTION

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

MCDCC, LLC
4502 GEORGETOWN PL STE 100
STOCKTON, CA 95207

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ X
- Received by (Printed Name) _____
- C. Date of Delivery _____

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



9590 9402 7690 2122 7159 65

2. Article Number (Transfer from service label)

7022 2410 0000 2405 801b

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

PS Form 3811, July 2000 PSN 7530-02-000-9053

Domestic Return Receipt

7022 2410 0000 2405 801b

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Official Mail Fee

PAKKEP V

MCDCC

Extra Services & Fees (Print fee, and fee or surcharge)
Insurance (Printed Amount) \$ _____
Signature Restricted Delivery \$ _____
Certified Mail Restricted Delivery \$ _____
Postmark _____

MCDCC, LLC
4502 GEORGETOWN PL STE 100
STOCKTON, CA 95207

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



7022 2410 0000 2405 7989

MCDCC III LP
4502 GEORGETOWN PLACE,
STE. 100
STOCKTON, CA 95207

SENDER: COMPLETE THIS SECTION

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

MCDCC III LP
4502 GEORGETOWN PLACE,
STE. 100
STOCKTON, CA 95207



9590 9402 7690 2122 7159 96

2. Article Number (Transfer from service label)

7022 2410 0000 2405 7989

PS Form 3811, July 2020 PSN 7530-02-000-9023

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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

Service Type

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

Domestic Return Receipt

7022 2410 0000 2405 7989

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Official Use Only

YBKKER V.
M. C. C. C.

Extra Services & Fees (Amount Due and Fee for Signature)
Insurance (Amount Paid) \$
Signature Confirmation (Amount Paid) \$
Postage \$

MCDCC III LP
4502 GEORGETOWN PLACE,
STE. 100
STOCKTON, CA 95207

PS Form 3811, July 2020 PSN 7530-02-000-9023

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



7022 2410 0000 2405 799b

MCDCC V LP
4502 GEORGETOWN PLACE,
STE. 100
STOCKTON, CA 95207

SENDER: COMPLETE THIS SECTION

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

MCDCC V LP
4502 GEORGETOWN PLACE,
STE. 100
STOCKTON, CA 95207



9590 9402 7690 2122 7159 89

2. Article Number (Transfer from service label)

7022 2410 0000 2405 799b

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Official Mail Form

Extra Information & Fees (Check box, add fee as appropriate)

Return Receipt (Form 3800)

Return Receipt (Restricted)

Postmark

PHILIP K. MCDCC

MCDCC V LP
4502 GEORGETOWN PLACE,
STE. 100
STOCKTON, CA 95207

7022 2410 0000 2405 799b

CERTIFIED MAIL

100

7022 2410 0000 2405 8078

For delivery information, visit our website at www.hipco.com

Continued from page 10

March

Postscript

☐ Extra Services: Is Food Service Free, and are all supplies?

☐ Patient Receipt Generated? \$ _____

☐ Patient Receipt Printed? \$ _____

☐ Capital Start Invoice sent Patients? \$ _____

MCDCC VI, LP
4502 GEORGETOWN PLACE,
STE. 100
STOCKTON, CA 95207

PS 2 **1000**

☐ Yes
☐ No

Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2405 8061

CERTIFIED MAIL

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

1. U.S. Service & Fee paid and fee is in U.S. dollars.
2. Signature required (initials)
3. Signature required (initials)
4. Signature required (initials)
5. Signature required (initials)
6. Signature required (initials)
7. Signature required (initials)
8. Signature required (initials)
9. Signature required (initials)
10. Signature required (initials)
11. Signature required (initials)
12. Signature required (initials)
13. Signature required (initials)
14. Signature required (initials)
15. Signature required (initials)
16. Signature required (initials)
17. Signature required (initials)
18. Signature required (initials)
19. Signature required (initials)
20. Signature required (initials)
21. Signature required (initials)
22. Signature required (initials)
23. Signature required (initials)
24. Signature required (initials)
25. Signature required (initials)
26. Signature required (initials)
27. Signature required (initials)
28. Signature required (initials)
29. Signature required (initials)
30. Signature required (initials)
31. Signature required (initials)
32. Signature required (initials)
33. Signature required (initials)
34. Signature required (initials)
35. Signature required (initials)
36. Signature required (initials)
37. Signature required (initials)
38. Signature required (initials)
39. Signature required (initials)
40. Signature required (initials)
41. Signature required (initials)
42. Signature required (initials)
43. Signature required (initials)
44. Signature required (initials)
45. Signature required (initials)
46. Signature required (initials)
47. Signature required (initials)
48. Signature required (initials)
49. Signature required (initials)
50. Signature required (initials)
51. Signature required (initials)
52. Signature required (initials)
53. Signature required (initials)
54. Signature required (initials)
55. Signature required (initials)
56. Signature required (initials)
57. Signature required (initials)
58. Signature required (initials)
59. Signature required (initials)
60. Signature required (initials)
61. Signature required (initials)
62. Signature required (initials)
63. Signature required (initials)
64. Signature required (initials)
65. Signature required (initials)
66. Signature required (initials)
67. Signature required (initials)
68. Signature required (initials)
69. Signature required (initials)
70. Signature required (initials)
71. Signature required (initials)
72. Signature required (initials)
73. Signature required (initials)
74. Signature required (initials)
75. Signature required (initials)
76. Signature required (initials)
77. Signature required (initials)
78. Signature required (initials)
79. Signature required (initials)
80. Signature required (initials)
81. Signature required (initials)
82. Signature required (initials)
83. Signature required (initials)
84. Signature required (initials)
85. Signature required (initials)
86. Signature required (initials)
87. Signature required (initials)
88. Signature required (initials)
89. Signature required (initials)
90. Signature required (initials)
91. Signature required (initials)
92. Signature required (initials)
93. Signature required (initials)
94. Signature required (initials)
95. Signature required (initials)
96. Signature required (initials)
97. Signature required (initials)
98. Signature required (initials)
99. Signature required (initials)
100. Signature required (initials)

GOLDEN STATE RESTAURANT

GROUP

4502 GEORGETOWN PL.

SUITE 100

STOCKTON, CA 95207

7022 2410 0000 2405 8061

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

□ Agent
□ Addressee

G. Date of Delivery

GOLDEN STATE RESTAURANT

GROUP

4502 GEORGETOWN PL.

SUITE 100

STOCKTON, CA 95207

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery
- Registered Mail
- Registered Mail Restricted Delivery
- Signature Confirmation[™]
- Signature Confirmation Restricted Delivery

□ Priority Mail Express[®]

□ Registered Mail[™]

□ Registered Mail Restricted Delivery

□ Signature Confirmation[™]

□ Signature Confirmation Restricted Delivery



9590 9402 7690 2122 7159 34

2. Article Number (Transfer from service label)

7022 2410 0000 2405 8061

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

Domestic Return Receipt

Domestic Return Receipt

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

CERTIFIED MAIL



7022 2410 0000 2405 8047

M3G1, LP
4502 GEORGETOWN PLACE
STE 100
STOCKTON, CA 95207

SENDER: COMPLETE THIS SECTION

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

M3G1, LP
4502 GEORGETOWN PLACE
STE 100
STOCKTON, CA 95207



9590 9402 7690 2122 7159 27

2. Article Number (Transfer from service label)

7022 2410 0000 2405 8047

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

☐ Agent
☐ Addressee

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

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

Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com®

Certified Mail Fee

Extra Services (if any) (check box and fee as appropriate)

☐ Return Receipt (hardcopy) \$ ☐ Signature Confirmation \$

☐ Return Receipt (electronic) \$ ☐ Signature Confirmation Restricted Delivery \$

☐ Certified Mail Restricted Delivery \$

M3G1, LP

4502 GEORGETOWN PLACE

STE 100

STOCKTON, CA 95207

7022 2410 0000 2405 8047

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



7022 2410 0000 2405 8030

M3G II, LP
4502 GEORGETOWN PLACE
STE 100
STOCKTON, CA 95207

SENDER: COMPLETE THIS SECTION

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

M3G II, LP
4502 GEORGETOWN PLACE
STE 100
STOCKTON, CA 95207



9590 9402 7690 2122 7159 41

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

7022 2410 0000 2405 8030

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

C. Date of Delivery

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

5. Service Type

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

Restricted Delivery

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

Domestic Return Receipt

7022 2410 0000 2405 8030

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

PAID BY

Extra Services & Fees (Enter box and fee as appropriate)

Return Receipt (hardcopy) ☐ ☐ Return Receipt (electronic) ☐ ☐ Certified Mail Restricted Delivery ☐

PAID BY

M3G II, LP
4502 GEORGETOWN PLACE
STE 100
STOCKTON, CA 95207

SENDER: COMPLETE THIS SECTION

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

MCDCC V LP
4502 GEORGETOWN PLACE,
STE. 100
STOCKTON, CA 95207



9590 9402 7690 2122 7159 89

2. Article Number (Transfer from service label)

7022 2410 0000 2405 7996

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

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

x Grace Rodri

☐ Agent

☐ Addressee

3. Received by (Printed Name)

Grace Rodriguez

C. Date of Delivery

4/13/23

4. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted

Delivery

☐ Signature Confirmation™

☐ Signature Confirmation

Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. **MCDCC VI, LP**
4502 GEORGETOWN PLACE,
STE. 100
STOCKTON, CA 95207



9590 9402 7690 2122 7160 09

2. Article Number (Transfer from service label)

7022 2410 0000 2405 8078

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Gracie Rodriguez*

☐ Agent

☐ Addressee

Received by (Printed Name)

Gracie Rodriguez

B. Date of Delivery

4/17/25

Is delivery address different from Item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Signature Confirmation Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. MCDCC III LP 4502 GEORGETOWN PLACE, STE. 100 STOCKTON, CA 95207  9590 9402 7690 2122 7159 96 2. Article Number (Transfer from service label) 7022 2410 0000 2405 7189	A. Signature X <i>Gracie Rodriguez</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery <i>Gracie Rodriguez</i> <i>4/17/23</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No Service Type <table style="width: 100%;"> <tr> <td style="vertical-align: top;"> ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail </td> <td style="vertical-align: top;"> ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery </td> </tr> </table> ☐ Restricted Delivery	☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. MCDCC I, L.P. 4502 GEORGETOWN PLACE, STE 100 STOCKTON, CA 95207  9590 9402 7690 2122 7159 72 2. Article Number (Transfer from service label) 7022 2410 0000 2405 8009	A. Signature X <i>Gracie Rodriguez</i> ☐ Agent ☐ Addressee 3. Received by (Printed Name) Gracie Rodriguez C. Date of Delivery 4/17/25 5. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation® ☐ Signature Confirmation Restricted Delivery restricted Delivery (over \$500)

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

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. M3G II, LP 4502 GEORGETOWN PLACE STE 100 STOCKTON, CA 95207  9590 9402 7690 2122 7159 41 2. Article Number (Transfer from service label) 7022 2410 0000 2405 8030	A. Signature ☒ <i>Grace Rodriguez</i> ☐ Agent ☐ Addressee 3. Received by (Printed Name) C. Date of Delivery <i>Grace Rodriguez</i> 4/7/07 4. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 5. Service Type ☐ Adult Signature ☒ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery Restricted Delivery

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY				
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. GOLDEN STATE RESTAURANT GROUP 4502 GEORGETOWN PL SUITE 100 STOCKTON, CA 95207  9590 9402 7690 2122 7159 34 2. Article Number (Transfer from service label) 7022 2410 0000 2405 8061	A. Signature ☒ <i>Graci Rodriguez</i> ☐ Agent ☐ Addressee <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> Received by (Printed Name) <i>Graci Rodriguez</i> </td> <td style="width: 50%; padding: 5px;"> C. Date of Delivery 4/17/23 </td> </tr> </table> Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery </td> <td style="width: 50%; vertical-align: top;"> ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery </td> </tr> </table> Restricted Delivery (over \$500)	Received by (Printed Name) <i>Graci Rodriguez</i>	C. Date of Delivery 4/17/23	☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
Received by (Printed Name) <i>Graci Rodriguez</i>	C. Date of Delivery 4/17/23				
☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery				

PROOF OF SERVICE

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

On **June 9, 2023**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Craig M. Schrader
4502 Georgetown Place, Suite 100
Stockton, CA 95207

Registered Agents for Defendants
MCDCC II, L.P.; MCDCC, LLC.; MCDCC I,
L.P.; MCDCC III LP; MCDCC V LP;
MCDCC VI, LP; MCDCC VIII, LP;
GOLDEN STATE RESTAURANT GROUP;
M3G I, LP, and M3G II, LP,

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

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

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **June 9, 2023**, at Los Angeles, California.

Xochitl Tapia

Type/Print Name



Signature