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ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
04/15/2026
By: Jose Angel De Luna Romero,
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

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

Plaintiff,

vs.

YBR ENTERPRISES LIMITED
PARTNERSHIP, a California limited
partnership; TOTO VENTURES LLC, a
California limited liability company; VTP
ENTERPRISES, an entity of unknown
origin; and DOES 1 through 10, inclusive,

Defendants.

Case No.: VCU330935

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

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

Jury Trial Demanded

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

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, 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
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

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

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

7 THE PARTIES

8 4. Plaintiff Elva Martinez is a resident of Visalia, in Tulare County, California.
9 Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately
10 July 2025 to January 2026. Plaintiff worked for Defendants as a Cashier and Crew Member at
11 their Jack-In-The-Box restaurant located at 4720 S. Mooney Boulevard, Visalia, California.
12 During her employment, Plaintiff typically worked eight (8) or more hours per day and five
13 (5) days per week. Plaintiff's primary job duties included, without limitation, taking customer
14 orders, preparing food, and restocking inventory.

15 5. YBR ENTERPRISES LIMITED PARTNERSHIP was and is, upon information
16 and belief, a California limited partnership, and at all times hereinafter mentioned, an
17 employer whose employees are engaged throughout this county and the State of California.

18 6. TOTO VENTURES LLC was and is, upon information and belief, a Delaware
19 limited liability company, and at all times hereinafter mentioned, an employer whose
20 employees are engaged throughout this county and the State of California.

21 7. VTP ENTERPRISES was and is, upon information and belief, an entity of
22 unknown origin, and at all times hereinafter mentioned, an employer whose employees are
23 engaged throughout this county and the State of California.

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

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

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

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

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

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

17 13. 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.
20 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
21 controlled their work schedule and/or conditions of employment, determined their rate of pay,
22 and maintained their employment records. Defendants suffered or permitted Plaintiff and
23 class members to work and/or “engaged” Plaintiff and class members so as to create a
24 common-law employment relationship. As joint employers of Plaintiff and class members,
25 Defendants are jointly and severally liable for the civil penalties and all other relief available
26 to Plaintiff and class members under the law.

27 14. 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

1 members because Defendants have.

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

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

20 16. YBR ENTERPRISES LIMITED PARTNERSHIP; TOTO VENTURES LLC;
21 VTP ENTERPRISES; and DOES 1 through 10 are therefore alter egos of each other.

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

25 18. Plaintiff further alleges, upon information and belief, that Defendants YBR
26 ENTERPRISES LIMITED PARTNERSHIP; TOTO VENTURES LLC; and VTP
27 ENTERPRISES are alter egos of each other for the following reasons:

- 28 (a) On the California Secretary of State's website

(<https://bizfileonline.sos.ca.gov/>), YBR ENTERPRISES LIMITED PARTNERSHIP and TOTO VENTURES LLC share the same principal address of “1660 N FARMERSVILLE BLVD FARMERSVILLE, CA 93223” and the same mailing address of “14015 MUREL TRAIL POWAY, CA 92064”;

(b) According to Tulare County Clerk-Recorder’s Fictitious Business Name website listing, VTP ENTERPRISES shares the same principal place of business address of “1660 N FARMERSVILLE BLVD [FARMERSVILLE], CA 93223” with YBR ENTERPRISES LIMITED PARTNERSHIP and TOTO VENTURES LLC;

(c) According to Statement of Information forms filed with the California Secretary of State, TOTO VENTURES LLC is listed as the General Partner of YBR ENTERPRISES LIMITED PARTNERSHIP;

(d) According to their most recent “Statement of Information” forms filed with the California Secretary of State and the Tulare County Clerk-Recorder’s Fictitious Business Name website, YBR ENTERPRISES LIMITED PARTNERSHIP; TOTO VENTURES LLC; and VTP ENTERPRISES share the same managers or members and/or registrants including, but not limited to, Michael Davis and Patrice Roux;

(e) According to Jack In The Box, Inc.’s franchising subsidiary, Different Rules, LLC’s 2024 Franchise Disclosure Document¹, and on information and belief, YBR ENTERPRISES LIMITED PARTNERSHIP and VTP ENTERPRISES are both listed on the list of Jack In The Box franchised locations and share the same representative for their respective franchise operations, Patrice Roux;

(f) On the California Secretary of State’s website, YBR ENTERPRISES

¹ 2024 Franchise Disclosure Document for Jack in the Box https://www.franchimp.com/?page=pdf&f=107134_2024.pdf (last visited January 30, 2026).

LIMITED PARTNERSHIP and TOTO VENTURES LLC share the same agent for service of process, Michael N[eil] Davis; and

(g) On information and belief, YBR ENTERPRISES LIMITED PARTNERSHIP; TOTO VENTURES LLC; and VTP ENTERPRISES utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

19. Defendants own and operate a chain of Jack-In-The-Box franchise restaurants, with at least 11 restaurants in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their corporate headquarters in Farmersville, 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.

20. 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.

21. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters in Farmersville, 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.

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

1 23. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
3 and advisors knowledgeable about California labor and wage law, employment and personnel
4 practices, and about the requirements of California law.

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

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

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

16 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to meal periods in
18 accordance with the California Labor Code and applicable IWC Wage Order or payment of
19 one (1) additional hour of pay at their regular rates of pay when they were not provided with
20 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
21 were not provided with all meal periods or payment of one (1) additional hour of pay at their
22 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
23 period.

24 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to rest periods in
26 accordance with the California Labor Code and applicable IWC Wage Order or payment of
27 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
28 permitted to take a compliant rest period and that Plaintiff and class members were not

1 authorized and permitted to take compliant rest periods or provided with payment of one (1)
2 additional hour of pay at their regular rates of pay when they were not authorized and
3 permitted to take a compliant rest period.

4 29. 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 complete and
6 accurate wage statements in accordance with California law. In violation of the California
7 Labor Code, Plaintiff and class members were not provided complete and accurate wage
8 statements.

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

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

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

24 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to the portion of wages
26 previously paid and subsequently unlawfully deducted by Defendants.

27 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to payment of wages as

1 designated by statute. In violation of the California Labor Code, Defendants secretly paid
2 Plaintiff and class members lower wages than required by statute while purporting to pay
3 them proper wages.

4 35. 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
6 reimbursement for all business-related expenses and costs they incurred during the course and
7 scope of their employment and that they did not receive full reimbursement of applicable
8 business-related expenses and costs incurred.

9 36. 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 37. 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
15 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
16 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
17 falsely represented to Plaintiff and class members that they were properly denied wages, all in
18 order to increase Defendants' profits.

19 **PAGA REPRESENTATIVE ALLEGATIONS**

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

27 39. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
28 "any person who was employed by the alleged violator and personally suffered each of the

violations alleged.”

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

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

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation (“LWDA Notice”) within sixty (60) calendar days of the postmark date of the aggrieved employee’s notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the postmark date of the aggrieved employee’s notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

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

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

1 online filing with the LWDA and by certified mail to the employer of
2 the specific provisions of the California Labor Code alleged to have
3 been violated (other than those listed in Section 2699.5), including the
4 facts and theories to support the alleged violation.

5 (b) An aggrieved employee's notice filed with the LWDA pursuant to
6 2699.3(c) and any employer response to that notice shall be
7 accompanied by a filing fee of seventy-five dollars (\$75).

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

17 43. On or about February 5, 2026, Plaintiff provided written notice by online filing
18 to the LWDA and by Certified Mail to Defendants of the specific provisions of the California
19 Labor Code alleged to have been violated, including facts and theories to support the alleged
20 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
21 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
22 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
23 Plaintiff PAGA Case Number LWDA-CM-1155496-26. A true and correct copy of Plaintiff's
24 written notice to the LWDA and Defendants dated February 5, 2026, is attached hereto as
25 "Exhibit 1".

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

45. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

46. 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.”

47. 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.

48. 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.

49. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

50. Plaintiff brings this action on her own behalf, as well as on behalf of each and

1 all other persons similarly situated, and thus seeks class certification under California Code of
2 Civil Procedure section 382.

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

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

6 All persons who worked for Defendants as non-exempt, hourly
7 paid employees in California, within four (4) years prior to the
filing of the initial complaint until the date of trial ("Class").

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

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

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

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

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

- 18 (a) Whether Defendants required Plaintiff and class members to work over
19 eight (8) hours per day, over twelve (12) hours per day, or over forty
20 (40) hours per week and failed to pay all legally required overtime
21 compensation to Plaintiff and class members;
22 (b) Whether Defendants failed to pay Plaintiff and class members at least
23 minimum wages for all hours worked;
24 (c) Whether Defendants failed to provide Plaintiff and class members meal
25 periods;
26 (d) Whether Defendants failed to authorize and permit Plaintiff and class
27 members to take rest periods;
28 (e) Whether Defendants provided Plaintiff and class members with

complete and accurate wage statements as required by California Labor Code section 226(a);

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

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

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

(i) Whether Defendants unlawfully deducted a portion of wages previously paid to Plaintiff and class members, in violation of California Labor Code sections 221 and 224;

(j) Whether Defendants secretly paid Plaintiff and class members lower wages than required by statute while purporting to pay the proper wages, in violation of California Labor Code section 223;

(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.

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

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

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

9 **FIRST CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**
11 **(Against all Defendants)**

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

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

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

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

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

1 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
2 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's
3 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
4 employee, including nondiscretionary bonuses and incentive pay.

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

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

16 65. First, during the relevant time period, Defendants had, and continue to have, a
17 company-wide policy and/or practice of discouraging and impeding Plaintiff and class
18 members from recording hours worked that were outside of their scheduled shifts in order to
19 limit the amount of overtime employees could accrue. On information and belief, this policy
20 of limiting overtime led Plaintiff and class members to work off-the-clock outside of their
21 scheduled shift times. Moreover, this policy of limiting overtime, coupled with Defendants'
22 practice of utilizing labor budgets and resultant understaffing and/or single-staffing (*see infra*)
23 led Plaintiff and class members to work off-the-clock before and after their scheduled shifts.

24 66. Indeed, Defendants implemented a timekeeping system that prevented
25 employees from clocking in before their exact scheduled shift start-time so that they were
26 prohibited from recording any time worked prior to the start of their scheduled shifts.
27 Consequently, on information and belief, Plaintiff and class members performed work prior to
28 the start of their shifts, but were unable to record this time. For example, when Plaintiff

1 arrived early for her shifts, Defendants' management would sometimes pressure her to start
2 working immediately, attending to customers, which could take a few minutes, before she was
3 able to clock in for the start of her shift due to the timekeeping system's restrictions.

4 67. Moreover, because Defendants' timekeeping system was integrated with the
5 company's point-of-sale ("POS") system, Plaintiff and class members would often have to
6 spend time waiting to clock in for the start of their shifts, because other employees were using
7 the POS system to handle customer transactions and taking orders. For instance, Plaintiff was
8 required to wait a few minutes under Defendants' control until a POS machine was available
9 for clocking-in, time for which she was not paid. During this time, Plaintiff would assist
10 coworkers with tasks such as taking customer orders. Additionally, about once per week,
11 Plaintiff was required to continue working after she had clocked out at the end of her
12 scheduled shift, as managers would request her assistance with work-related tasks, such as
13 retrieving supplies from the back of the restaurant or responding to questions, before she was
14 permitted to leave, which typically took approximately three (3) minutes per instance.

15 68. Second, Defendants had, and continue to have, company-wide policies and/or
16 practices requiring Plaintiff and class members to perform work-related tasks while off-the-
17 clock outside of their shifts, because Defendants did not provide a means to account for this
18 time. For example, Plaintiff and class members were required to review text message
19 communications from Defendants' management after their shifts or on their days off.
20 Specifically, Plaintiff was expected to participate in a text message group chat, and at least
21 four (4) times per week, Plaintiff would receive work-related text messages from Defendants'
22 managers with announcements, restaurant and performance issues, and scheduling, and
23 Plaintiff was required to spend at least ten (10) minutes each week reviewing the text
24 messages off-the-clock.

25 69. Third, upon information and belief, Defendants had, and continue to have, a
26 company-wide policy and/or practice of strictly staffing their locations based on the labor
27 hours allocated by each location's labor or payroll budget set by the corporate office. This
28 practice of labor budgeting and/or limited payroll allocation has resulted in chronic

1 understaffing and a lack of adequate meal period coverage, because there were too few
2 employees on duty to handle the workload and attend to customers. Because Defendants did
3 not employ or staff a sufficient number of employees to meet customer demand, there was no
4 one available to relieve employees needing meal period coverage, and Plaintiff and class
5 members were not always afforded uninterrupted 30-minute meal periods during shifts when
6 they were entitled to receive a meal period. Also, Defendants systematically, and on a
7 company-wide basis, understaffed their locations by adopting a single-staffing model for some
8 of their positions, such as Cashier or Crew Member, whereby only one (1) employee was
9 scheduled to work at certain times, thereby failing to provide adequate meal period coverage
10 to permit those employees to take compliant meal periods.

11 70. Moreover, Defendants had a practice of failing to schedule meal periods and/or
12 adhere to a schedule for meal periods, which further caused Plaintiff and class members to not
13 be relieved of their duties for compliant meal periods. For example, at least three (3) times
14 per week, Plaintiff worked through all or part of her meal periods due to the lack of coverage
15 and to keep up with customer demand. Additionally, Plaintiff's meal periods were often
16 interrupted because she was required to return to work to attend to customers.

17 71. Fourth, Defendants required Plaintiff and class members to use their company-
18 issued headsets to communicate with customers at all times, including during unpaid meal
19 periods. Defendants expected that Plaintiff and class members promptly respond to customers
20 at all times to provide customer service. For example, when scheduled to work an overnight
21 shift, Plaintiff would keep her headset on and take orders from customers during her meal
22 periods, but Defendants did not compensate her for this time. Defendants knew or should
23 have known that Plaintiff and class members were being made to respond to customers while
24 off-the-clock and during meal periods in order to meet Defendants' expectations, but failed to
25 compensate them for this time worked.

26 72. Fifth, on information and belief, Defendants maintained and implemented a
27 company-wide on-premises meal period policy for overnight shift employees, which
28 mandated that Plaintiff and class members remain on their premises during their unpaid meal

1 periods. Because Plaintiff and class members were restricted from leaving the premises
2 during meal periods, they were denied the ability to use their meal periods freely for their own
3 purposes. For example, when scheduled to work an overnight shift, Plaintiff was unable to
4 run personal errands because she was unable to leave the work premises. Thus, Defendants
5 effectively maintained control over Plaintiff and class members during their unpaid meal
6 periods.

7 73. Sixth, on information and belief, Defendants' management pressured
8 employees to clock out for meal periods to reflect compliant meal periods and/or adjusted
9 employee time records to reflect compliant meal periods, even when they had not received
10 compliant meal periods. For example, Plaintiff would clock out for her meal period but would
11 work through her unpaid meal period, out of fear of being disciplined by Defendants, or
12 Plaintiff's supervisor would edit the meal period start- and end-times on Plaintiff's timesheets
13 to reflect compliant meal periods. Moreover, Defendants' company-wide timekeeping system
14 prevented Plaintiff and class members from recording all hours worked when their meal
15 periods were shortened or interrupted, because the system locked out Plaintiff and class
16 members once they clocked out for a meal period, and would not permit them to clock back in
17 from a meal period until 30 minutes elapsed. Thus, Defendants did not record all hours
18 worked during meal periods, and Plaintiff and class members performed work during meal
19 periods for which they were not paid.

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

28 75. Defendants' failure to pay Plaintiff and class members the balance of overtime

1 compensation as required by California law, violates the provisions of California Labor Code
2 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
3 members are therefore entitled to recover from Defendants their unpaid overtime
4 compensation, as well as interest, costs, and attorneys' fees.

5 **SECOND CAUSE OF ACTION**

6 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 7 **Minimum Wages** 8 **(Against all Defendants)**

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

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

18 78. First, as set forth above, as a result of Defendants' policy of limiting the
19 amount of overtime employees could accrue, Defendants required Plaintiff and class members
20 to perform work off-the-clock. As stated, Defendants required Plaintiff and class members to
21 perform work off-the-clock outside of their scheduled shift start- and end-times and on days
22 off, including attending to customers, waiting until a POS machine was available for clocking-
23 in, retrieving supplies from the back of the restaurant or responding to questions from
24 managers, and reviewing text messages from management. Additionally, as stated,
25 Defendants' timekeeping system prevented employees from clocking in until their exact
26 scheduled start-time, which further prevented Plaintiff and class members from recording all
27 time worked prior to the start of their scheduled shifts. As a result, Defendants failed to track
28 this time that Plaintiff and class members spent working off-the-clock, and thus, Plaintiff and

1 class members received no compensation for this time.

2 79. Second, as set forth above, due to Defendants' company-wide policies and/or
3 practices of utilizing labor budgets, understaffing and/or single-staffing their locations, failing
4 to schedule meal periods and/or failing to adhere to a schedule for meal periods, requiring
5 employees to carry a company-issued headset to respond to customers during meal periods,
6 and requiring overnight shift employees to remain on the work premises during meal periods,
7 Plaintiff and class members were impeded from taking all uninterrupted meal periods to which
8 they were entitled and were required to work off-the-clock during meal periods, have their
9 meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal
10 periods.

11 80. Third, as stated, on information and belief, Defendants pressured Plaintiff and
12 class members to clock out for meal periods and/or adjusted employee time records to reflect
13 compliant meal periods, even when meal periods were missed, short, and/or interrupted.
14 Additionally, as stated, Defendants' company-wide timekeeping system prevented Plaintiff
15 and class members from entering time worked during meal periods because the system locked
16 out Plaintiff and class members for a full 30 minutes. Thus, Defendants systematically failed
17 to pay Plaintiff and class members for actual hours worked during unpaid meal periods
18 because these hours were not always correctly recorded.

19 81. Defendants did not pay minimum wages for all hours worked by Plaintiff and
20 class members. To the extent that these off-the-clock hours did not qualify for overtime
21 premium payment, Defendants did not pay at least minimum wages for those hours worked
22 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
23 1198.

24 82. Defendants' failure to pay Plaintiff and class members minimum wages violates
25 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
26 California Labor Code section 1194.2, Plaintiff and class members are therefore entitled to
27 recover from Defendants liquidated damages in an amount equal to the wages unlawfully
28 unpaid and interest thereon.

1 **THIRD CAUSE OF ACTION**

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

3 **Violations**

4 **(Against all Defendants)**

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

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

14 85. At all relevant times herein set forth, California Labor Code sections 226.7,
15 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
16 meal period mandated by an applicable order of the IWC.

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

23 87. First, during the relevant time period, as stated, Defendants had, and continue
24 to have, a company-wide policy and/or practice of understaffing locations due to labor
25 budgeting and/or limited payroll allocation, which has resulted in a lack of meal period
26 coverage and prevented Plaintiff and class members from taking all timely, uninterrupted meal
27 periods to which they were entitled. As also stated, Defendants systematically, and on a
28 company-wide basis, understaffed their locations by adopting a single-staffing model for some

1 of their positions, such as Cashier or Crew Member, whereby only one (1) employee was
2 scheduled to work at certain times, thereby failing to provide adequate meal period coverage
3 to permit those employees to take compliant meal periods. Moreover, as stated above,
4 Defendants failed to schedule meal periods and/or adhere to a schedule for meal periods,
5 which further caused Plaintiff and class members to not be relieved of their duties for
6 compliant meal periods.

7 88. As a result, Plaintiff and class members had to work through all or part of their
8 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
9 before taking meal periods. For example, as stated, at least three (3) times per week, Plaintiff
10 worked during her meal periods due to the lack of coverage and in order to keep up with
11 customer demand. Additionally, Plaintiff's meal periods were often interrupted because she
12 was required to return to work to attend to customers. Further, Plaintiff regularly took her
13 meal periods late, after the fifth hour of work, due to Defendants' failure to schedule meal
14 periods and/or adhere to a schedule for meal periods. Thus, Defendants failed to provide
15 Plaintiff and class members with compliant, 30-minute meal periods.

16 89. Second, as stated, Defendants had a policy and/or practice of requiring that
17 Plaintiff and class members carry their company-issued headsets at all times and promptly
18 respond to customers, even during meal periods. For example, as stated, when she was
19 scheduled to work an overnight shift, Plaintiff was not relieved of her duties and was required
20 to keep her company-issued headset on and take orders from customers during her meal
21 periods.

22 90. Third, as stated above, on information and belief, during the relevant time
23 period, Defendants maintained and implemented a company-wide on-premises meal period
24 policy for employees working overnight shifts, which mandated that Plaintiff and class
25 members remain on the work premises during their meal periods. Because Plaintiff and class
26 members were restricted from leaving the premises during meal periods, they were denied the
27 ability to use their meal periods freely for their own purposes. Thus, Defendants effectively
28 maintained control over Plaintiff and class members during meal periods.

1 91. Fourth, as stated, on information and belief, because Defendants frowned upon
2 employees accruing meal period premiums, Defendants' management pressured Plaintiff and
3 class members to record compliant meal periods and/or adjusted employee time records to
4 reflect compliant meal periods, regardless of whether they had received a compliant meal
5 period or not, in order to strictly limit the meal period premiums that would need to be paid by
6 Defendants. For example, as stated, Plaintiff was sometimes required to record that she had
7 received compliant meal periods on shifts when she had not, in fact, received these timely,
8 uninterrupted meal periods and/or Plaintiff's supervisor would edit Plaintiff's meal period
9 start- and end-times on Plaintiff's timesheets, to reflect compliant meal periods.

10 92. Additionally, as stated, Defendants' company-wide timekeeping system
11 prevented Plaintiff and class members from recording when their meal periods were shortened
12 or interrupted, because the system locked out Plaintiff and class members once they clocked
13 out for a meal period, and would not permit them to clock back in from a meal period before
14 30 minutes had elapsed. Plaintiff and class members did not sign valid meal period waivers
15 on days that they were entitled to meal periods and were not relieved of all duties.

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

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

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

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

4 **FOURTH CAUSE OF ACTION**

5 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 6 **(Against all Defendants)**

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

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

12 98. At all relevant times, the applicable IWC Wage Order provides that "[e]very
13 employer shall authorize and permit all employees to take rest periods, which insofar as
14 practicable shall be in the middle of each work period" and that the "rest period time shall be
15 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
16 hours or major fraction thereof" unless the total daily work time is less than three and one-half
17 (3 ½) hours.

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

1 100. During the relevant time period, Defendants regularly failed to authorize and
2 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
3 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
4 use of labor budgeting and understaffing and/or single-staffing has resulted in a lack of rest
5 period coverage and prevented Plaintiff and class members from being relieved of all duty in
6 order to take compliant rest periods. Defendants also failed to schedule rest periods, which,
7 coupled with Defendants' requirement that employees keep their company-issued headsets on
8 at all times, including during rest periods, further led to Plaintiff and class members not being
9 authorized and permitted to take rest periods.

10 101. Furthermore, upon information and belief, during the relevant time period,
11 Defendants maintained and implemented a company-wide on-premises rest period policy,
12 which mandated that Plaintiff and class members remain on the work premises during their
13 rest periods. Because Plaintiff and class members were restricted from leaving the premises
14 during rest periods, they were denied the ability to use their rest periods freely for their own
15 purposes, such as running personal errands. Thus, Defendants effectively maintained control
16 over Plaintiff and class members during rest periods.

17 102. As a result of Defendants' practices and policies, Plaintiff and class members
18 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
19 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
20 Plaintiff had to forgo about 50 to 70 percent of her rest periods because the restaurant was
21 busy and she did not have coverage. Additionally, when Plaintiff was able to take her rest
22 periods, they were cut short because she was required to return to work to assist her coworkers
23 and take customer orders.

24 103. Defendants have also engaged in a systematic, company-wide practice and/or
25 policy of not paying rest period premiums owed when rest periods are not authorized and
26 permitted. Because of this practice and/or policy, Plaintiff and class members have not
27 received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and
28 class members rest periods and failed to pay them rest period premiums due, in violation of

1 Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

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

7 **FIFTH CAUSE OF ACTION**

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

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

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

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

25 108. Because Defendants did not accurately record the time Plaintiff and Subclass
26 members spent working off-the-clock and deducted time from their records for meal periods
27 that were interrupted and/or missed (and therefore time for which they should have been paid),
28 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff

1 and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same
2 reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and
3 Subclass members in violation of section 226(a)(2), and failed to list the applicable hourly
4 rates of pay in effect during the pay period and corresponding accurate number of work hours
5 worked at each hourly rate in violation of section 226(a)(9).

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

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

24 111. California Labor Code section 1198 provides that the maximum hours of work
25 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
26 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
27 employment of any employees for longer hours than those fixed by the order or under
28 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC

1 Wage Order, employers are required to keep accurate time records showing when the
2 employee begins and ends each work period and meal period. During the relevant time
3 period, Defendants engaged in company-wide practices and/or policies of failing to record
4 actual hours worked (including falsifying time records by recording that compliant meal
5 periods were taken regardless of if or when meal periods were actually taken), and thereby
6 failed to keep accurate records of work period and meal period start and end times for Plaintiff
7 and Subclass members, in violation of section 1198.

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

12 **SIXTH CAUSE OF ACTION**

13 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 14 **Termination** 15 **(Against all Defendants)**

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

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

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

28 116. Defendants willfully failed to pay Plaintiff and class members who are no

1 longer employed by Defendants the earned and unpaid wages set forth above, including but
2 not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either
3 at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
4 employ.

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

11 SEVENTH CAUSE OF ACTION

12 Violation of California Labor Code § 204—Failure to Timely Pay Wages During 13 Employment

14 (Against all Defendants)

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

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

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

1 121. At all times relevant herein, Labor Code section 204 provides that all wages
2 earned for labor in excess of the normal work period shall be paid no later than the payday for
3 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
4 204 provides that the requirements of this section are deemed satisfied by the payment of
5 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
6 seven (7) calendar days following the close of the payroll period.

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

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

14 **EIGHTH CAUSE OF ACTION**

15 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 16 **(Against all Defendants)**

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

19 125. At all times herein set forth, California Labor Code section 2802 provides that
20 an employer must reimburse employees for all necessary expenditures and losses incurred by
21 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
22 to prevent employers from passing off their cost of doing business and operating expenses on
23 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137, 1144
24 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen
25 tools or equipment are required by the employer or are necessary to the performance of a job,
26 such tools and equipment shall be provided and maintained by the employer, except that an
27 employee whose wages are at least two (2) times the minimum wage provided herein may be
28 required to provide and maintain hand tools and equipment customarily required by the trade

1 or craft.” IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required
2 by the employer to be worn by the employee as a condition of employment, such uniforms
3 shall be provided and maintained by the employer.”

4 126. First, during the relevant time period, Defendants, on a company-wide basis,
5 required Plaintiff and class members to use their personal mobile devices, including, but not
6 limited to, cellular phones, and/or mobile data to carry out their job duties but failed to
7 reimburse them for the costs of their work-related mobile device and/or mobile data expenses.
8 As stated, Plaintiff and class members were required to review text message communications
9 from Defendants’ management. For example, Plaintiff was expected to participate in a text
10 message group chat, and at least four (4) times per week, Plaintiff would receive work-related
11 text messages from Defendants’ managers with announcements, restaurant and performance
12 issues, and scheduling. Although Defendants required Plaintiff and class members to use their
13 personal mobile devices and mobile data to carry out their work-related duties, Defendants
14 failed to reimburse them for their costs incurred.

15 127. Second, Defendants, on a company-wide basis, required Plaintiff and class
16 members to report to work in clean and presentable uniforms bearing the Jack-In-The-Box
17 company logo and name, including uniform T-shirts and hats. However, Defendants did not
18 provide Plaintiff and class members with sufficient uniforms to wear in relation to the tasks
19 they were required to perform and the number of shifts they worked throughout the week. For
20 example, Defendants only provided Plaintiff with one (1) uniform T-shirt and one (1) uniform
21 hat at the time of hire. Because Defendants failed to provide Plaintiff with an adequate
22 number of uniform items, Plaintiff and class members had to wash their uniforms more
23 frequently than they otherwise would do laundry, and incur expenses in doing so. Further,
24 due to the nature of restaurant work, Plaintiff’s uniform items would become stained with
25 grease, sweaty, soiled, and/or acquire an unpleasant odor such that she was unable to mix
26 these clothes in with other laundry, thus incurring additional laundry and/or utility expenses
27 for the upkeep of her uniform. Thus, Defendants failed to maintain uniforms they required
28 Plaintiff and class members to wear during their shifts and forced them to incur the cost of

maintaining employee uniforms.

128. Defendants could have provided Plaintiff and class members with the actual equipment for use on the job, such as company mobile devices, as well as an adequate number of uniform items or access to laundering services; or Defendants could have reimbursed employees for the costs of their mobile device usage and laundering expenses, or provided a uniform maintenance allowance. Instead, Defendants passed these operating costs onto Plaintiff and class members.

129. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

130. Pursuant to California Labor Code section 2802, Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest, costs, and attorneys' fees.

NINTH CAUSE OF ACTION

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

(Against all Defendants)

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

132. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 221, 223, 224, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, and 2810.5.

133. Defendants' conduct, as alleged herein, violates numerous sections of the

1 California Labor Code, including, but not limited to, the following:

- 2 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
3 Wage Order for Defendants' failure to compensate Plaintiff and other
4 aggrieved employees with all required overtime pay, as alleged herein;
- 5 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
6 1198, and the applicable IWC Wage Order for Defendants' failure to
7 compensate Plaintiff and other aggrieved employees with at least
8 minimum wages for all hours worked, as alleged herein;
- 9 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
10 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
11 and other aggrieved employees with meal periods, as alleged herein;
- 12 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
13 applicable IWC Wage Order for Defendants' failure to authorize and
14 permit Plaintiff and other aggrieved employees to take rest periods, as
15 alleged herein;
- 16 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
17 IWC Wage Order for failure to provide accurate and complete wage
18 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 19 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
20 IWC Wage Order for failure to maintain payroll records, as alleged
21 herein;
- 22 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
23 earned wages upon termination, as alleged herein;
- 24 (h) Violation of Labor Code section 204 for failure to pay all earned wages
25 during employment, as alleged herein;
- 26 (i) Violation of Labor Code sections 221 and 224 for unlawfully deducting
27 a portion of wages previously paid to Plaintiff and other aggrieved
28 employees, as set forth below;

- (j) Violation of Labor Code section 223 for secretly paying Plaintiff and other aggrieved employees lower wages than required by statute, while purporting to pay the proper wages, as set forth below;
- (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein; and
- (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to provide notice of material terms of employment, as set forth below.

134. At all times relevant herein, California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

135. During the relevant time period, Defendants had an agreement with a payroll service provider, "Fintwist," for the issuance of payroll debit cards to employees, including Plaintiff and other aggrieved employees, to discharge their wage payment obligations to their employees. Upon information and belief, Defendants unlawfully deducted a portion of wages previously paid to Plaintiff and other aggrieved employees in violation of California Labor Code section 221. On information and belief, Defendants systematically, and on a company-wide basis, provided Plaintiff and other aggrieved employees with payroll debit cards as payment of their wages and/or final wages. Under Defendants' payroll debit card program, Plaintiff and other aggrieved employees were assessed various fees in connection with their use of the payroll debit cards. For example, Plaintiff and other aggrieved employees were required to pay out-of-network fees, ATM fees, inactivity fees, and/or other fees to obtain and/or spend their earned and due wages. The fees charged to Plaintiff and other aggrieved employees resulted in a discount of their wages.

136. Defendants' practice, which resulted in a discount of wages to employees, is tantamount to taking deductions from Plaintiff's and other aggrieved employees' paychecks

1 without their written authorization and therefore constitutes an unlawful deduction of wages,
2 in violation of Labor Code sections 221 and 224. Plaintiff and other aggrieved employees are
3 therefore entitled to recover civil penalties pursuant to Labor Code sections 225.5 and/or
4 2699(a), (f), and (k).

5 137. At all times relevant herein, California Labor Code section 223 makes it
6 unlawful for an employer to secretly pay wages lower than required by statute while
7 purporting to pay legal wages.

8 138. During the relevant time period, Defendants willfully and systematically issued
9 payroll debit cards to Plaintiff and other aggrieved employees that discounted their wages by
10 charging various fees in connection with the use of the payroll debit cards. Defendants'
11 payroll debit card program resulted in the payment of less than statutorily required wages to
12 Plaintiff and other aggrieved employees. Thus, Defendants paid Plaintiff and other aggrieved
13 employees lower wages than those they were entitled to while purporting that Plaintiff and
14 other aggrieved employees were properly paid.

15 139. Defendants' failure to pay Plaintiff and other aggrieved employees the correct
16 designated wage, while purporting to pay legal wages, is a violation of California Labor Code
17 section 223. Plaintiff and other aggrieved employees are therefore entitled to recover civil
18 penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (k).

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

Code § 2810.5(a)(1)(A)-(C).

141. On information and belief, at all relevant times, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

142. Defendants' failure to provide Plaintiff and other aggrieved employees with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

TENTH CAUSE OF ACTION

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

Unlawful Business Practices

(Against all Defendants)

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

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

145. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful 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' unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

147. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants'

1 policies and practices have violated state law in at least the following respects:

- 2 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
3 class members, to work overtime without paying them proper
4 compensation in violation of California Labor Code sections 510 and
5 1198, and the applicable IWC Wage Order, as alleged herein;
- 6 (b) Failing to pay at least minimum wage to Plaintiff and class members in
7 violation of California Labor Code sections 1182.12, 1194, 1197,
8 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
9 herein;
- 10 (c) Failing to provide all meal periods to Plaintiff and class members in
11 violation of California Labor Code sections 226.7, 512(a), 516, and
12 1198, and the applicable IWC Wage Order, as alleged herein;
- 13 (d) Failing to authorize and permit Plaintiff and class members to take all
14 rest periods in violation of California Labor Code sections 226.7, 516,
15 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 16 (e) Failing to provide Plaintiff and class members with accurate wage
17 statements and failing to maintain accurate payroll records in violation
18 of California Labor Code sections 226(a), 1174(d), and 1198, and the
19 applicable IWC Wage Order, as alleged herein;
- 20 (f) Failing timely to pay all earned wages to Plaintiff and class members in
21 violation of California Labor Code section 204, as alleged herein;
- 22 (g) Collecting or receiving wages already paid from Plaintiff and class
23 members in violation of California Labor Code sections 221 and 224, as
24 set forth below;
- 25 (h) Failing to pay the statutorily designated wage scale in violation of
26 California Labor Code section 223, as set forth below;
- 27 (i) Failing to reimburse Plaintiff and class members for all business
28 expenses necessarily incurred in violation of California Labor Code

1 section 2802, as alleged herein; and

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

5 148. At all times relevant herein, California Labor Code section 221 provides that it
6 shall be unlawful for any employer to collect or receive from an employee any part of wages
7 theretofore paid by said employer to said employee. California Labor Code section 224 also
8 provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a
9 deduction is expressly authorized in writing by the employee."

10 149. During the relevant time period, Defendants had an agreement with a payroll
11 service provider, "Fintwist," for the issuance of payroll debit cards to employees, including
12 Plaintiff and class members, to discharge their wage payment obligations to their employees.
13 Upon information and belief, Defendants unlawfully deducted a portion of wages previously
14 paid to Plaintiff and class members in violation of California Labor Code section 221. On
15 information and belief, Defendants systematically, and on a company-wide basis, provided
16 Plaintiff and class members with payroll debit cards as payment of their wages and/or final
17 wages. Under Defendants' payroll debit card program, Plaintiff and class members were
18 assessed various fees in connection with their use of the payroll debit cards. For example,
19 Plaintiff and class members were required to pay out-of-network fees, ATM fees, inactivity
20 fees, and/or other fees to obtain and/or spend their earned and due wages. The fees charged to
21 Plaintiff and class members resulted in a discount of their wages.

22 150. Defendants' practice which resulted in a discount of wages to employees, is
23 tantamount to taking deductions from Plaintiff's and class members' paychecks without their
24 written authorization and therefore constitutes an unlawful deduction of wages, in violation of
25 Labor Code sections 221 and 224.

26 151. At all times, California Labor Code section 223 makes it unlawful for an
27 employer to secretly pay wages lower than required by statute while purporting to pay legal
28 wages.

1 152. During the relevant time period, Defendants willfully and systematically issued
2 payroll debit cards to Plaintiff and class members that discounted their wages by charging
3 various fees in connection with the use of the payroll debit cards. Defendants' payroll debit
4 card program resulted in the payment of less than statutorily required wages to Plaintiff and
5 class members. Thus, Defendants paid Plaintiff and class members lower wages than those
6 they were entitled to while purporting that Plaintiff and class members were properly paid.

7 153. Defendants' failure to pay Plaintiff and class members the correct designated
8 wage, while purporting to pay legal wages, is a violation of California Labor Code section
9 223.

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

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

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

1 herein.

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

8 **ELEVENTH CAUSE OF ACTION**

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

10 **Unfair Business Practices**

11 **(Against all Defendants)**

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

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

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

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

1 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
2 and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an
3 unfair business practice in violation of California Business & Professions Code sections
4 17200, *et seq.* (*Id.*)

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

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

16 **REQUEST FOR JURY TRIAL**

17 Plaintiff requests a trial by jury.

18 **PRAYER FOR RELIEF**

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

21 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
22 excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff
23 reserves the right to amend her prayer for relief to seek a different amount.

24 **Class Certification**

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

28 ///

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

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

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

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

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

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

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

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

17 11. For general unpaid wages and such general and special damages as may be
18 appropriate;

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

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

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

24 15. For such other and further relief as the Court may deem equitable and
25 appropriate.

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

27 16. 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 17. That the Court make an award to the Plaintiff and class members of one (1)
3 hour of pay at each employee's regular rate of pay for each workday that a meal period was
4 not provided;

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

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

8 20. 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 21. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

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

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

15 23. 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 24. 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 25. For all actual, consequential, and incidental losses and damages, according to
22 proof;

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

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

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

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

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

44. For statutory penalties, plus 25 percent of the amount of wages unlawfully withheld, according to proof pursuant to California Labor Code section 210;

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

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

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

As to the Eighth Cause of Action

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

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

50. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise provided by law;

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

52. For attorneys' fees and costs pursuant to California Labor Code section

1 2802(c), or as otherwise provided by law; and

2 53. For such other and further relief as the Court may deem equitable and
3 appropriate.

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

5 54. That the Court declare, adjudge and decree that Defendants violated the
6 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
7 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
8 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
9 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
10 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
11 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
12 earned wages upon termination); 204 (by failing to timely pay all earned wages during
13 employment); 221 and 224 (by collecting and/or receiving wages already paid); 223 (by
14 secretly paying wages lower than required by statute); 2802 (by failing to reimburse business
15 expenses); and 2810.5 (by failing to provide notice of material terms of employment);

16 55. For civil penalties pursuant to the California Labor Code, including sections
17 210, 225.5, 226.3, 256, 558, 1174.5, and/or 2699(a), (f), and (k), for violations of California
18 Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 1174(d),
19 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

20 56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
21 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
22 sections 201, 202, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12,
23 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

24 57. For attorneys' fees and costs pursuant to California Labor Code section
25 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
26 Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 1174(d),
27 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

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

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

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

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

15 61. For restitution of unpaid wages to Plaintiff and all class members and
16 prejudgment interest from the day such amounts were due and payable;

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

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

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

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

26 65. That the Court declare, adjudge and decree that Defendants' conduct of denying
27 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
28 an unfair business practice in violation of California Business and Professions Code sections

1 17200, *et seq.*;

2 66. For restitution of the statutory benefits under section 226.7 unfairly withheld
3 from Plaintiff and class members and prejudgment interest from the day such amounts were
4 due and payable;

5 67. For the appointment of a receiver to receive, manage and distribute any and all
6 funds disgorged from Defendants and determined to have been wrongfully acquired by
7 Defendants as a result of violations of California Business & Professions Code sections
8 17200, *et seq.*;

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

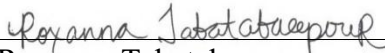
11 69. For pre-judgment and post-judgment interest as provided by law; and

12 70. For such other and further relief as the Court may deem equitable and
13 appropriate.
14

15 Dated: April 14, 2026

Respectfully submitted,

16 Capstone Law APC

17 By: 
18 Roxanna Tabatabaee
19 Ryan Tish
Alexander Wallin

20 Attorneys for Plaintiff Elva Martinez
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EXHIBIT “1”



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February 5, 2026

VIA ONLINE SUBMISSION

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

Subject: *Elva Martinez v. YBR Enterprises Limited Partnership, et al.*

Dear PAGA Administrator:

This office represents Elva Martinez in connection with her claims under the California Labor Code. Ms. Martinez was an employee of YBR ENTERPRISES LIMITED PARTNERSHIP; TOTO VENTURES LLC; and/or VTP ENTERPRISES. For the purpose of this letter, Ms. Martinez collectively refers to these entities as "YBR."

The employers may be contacted directly at the addresses below:

YBR ENTERPRISES LIMITED PARTNERSHIP
1660 N FARMERSVILLE BLVD
FARMERSVILLE, CA 93223

YBR ENTERPRISES LIMITED PARTNERSHIP
14015 MUREL TRAIL
POWAY, CA 92064

TOTO VENTURES LLC
1660 N FARMERSVILLE BLVD
FARMERSVILLE, CA 93223

TOTO VENTURES LLC
14015 MUREL TRAIL
POWAY, CA 92064

VTP ENTERPRISES
1660 N FARMERSVILLE BLVD
FARMERSVILLE, CA 93223

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

YBR employed Ms. Martinez as an hourly paid, non-exempt employee from approximately July 2025 to January 2026. Ms. Martinez worked for YBR as a Cashier and Crew Member at its Jack-In-The-Box restaurant located at 4720 S. Mooney Boulevard, Visalia, California. During her employment, Ms. Martinez typically worked eight (8) or more hours per day and five (5) days per week. By the end of her employment, Ms. Martinez was compensated approximately \$20.00 per hour. Her job duties included, without limitation, taking customer orders, preparing food, restocking inventory, and maintaining cleanliness of her work area.

YBR has committed each of the following Labor Code violations against Ms. Martinez, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

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

YBR ENTERPRISES LIMITED PARTNERSHIP, is a California limited partnership; TOTO VENTURES LLC, is a California limited liability company; and VTP ENTERPRISES is an entity of unknown origin. Together, they own and operate a chain of Jack-In-The-Box franchise restaurants, with at least 11 restaurants in California. Upon information and belief, YBR maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Farmersville, California, for all non-exempt, hourly paid employees working for YBR in California, including Ms. Martinez and other aggrieved employees. At all relevant times, YBR issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Martinez and other aggrieved employees, regardless of their location or position.

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

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

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

¹ These facts, theories, and claims are based on Ms. Martinez’s experience and counsel’s review of those records currently available relating to Ms. Martinez’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. Martinez 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.

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.

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

First, during the relevant time period, YBR had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Martinez and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime led Ms. Martinez and other aggrieved employees to work off-the-clock outside of their scheduled shift times. Moreover, this policy of limiting overtime, coupled with YBR's practice of utilizing labor budgets and resultant understaffing and/or single-staffing (*see infra*) led Ms. Martinez and other aggrieved employees to work off-the-clock before and after their scheduled shifts.

Indeed, YBR implemented a timekeeping system that prevented employees from clocking in before their exact scheduled shift start-time so that they were prohibited from recording any time worked prior to the start of their scheduled shifts. Consequently, on information and belief, Ms. Martinez and other aggrieved employees performed work prior to the start of their shifts, but were unable to record this time. For example, when Ms. Martinez arrived early for her shifts, YBR's management would sometimes pressure her to start working immediately, attending to customers, which could take a few minutes, before she was able to clock in for the start of her shift due to the timekeeping system's restrictions.

Moreover, because YBR's timekeeping system was integrated with the company's point-of-sale ("POS") system, Ms. Martinez and other aggrieved employees would often have to spend time waiting to clock in for the start of their shifts, because other employees were using the POS system to handle customer transactions and taking orders. For instance, Ms. Martinez was required to wait a few minutes under YBR's control until a POS machine was available for clocking-in, time for which she was not paid. During this time, Ms. Martinez would assist coworkers with tasks such as taking customer orders. Additionally, about once per week, Ms. Martinez was required to continue working after she had clocked out at the end of her scheduled shift, as managers would request her assistance with work-related tasks, such as retrieving supplies from the back of the restaurant or responding to questions, before she was permitted to leave, which typically took approximately three (3) minutes per instance.

Second, YBR had, and continues to have, company-wide policies and/or practices requiring Ms. Martinez and other aggrieved employees to perform work-related tasks while off-the-clock outside of their shifts, because YBR did not provide a means to account for this time. For example, Ms. Martinez and other aggrieved employees were required to review text message communications from YBR's management after their shifts or on their days off. Specifically, Ms. Martinez was expected to participate in a text message group chat, and at least four (4) times per week, Ms. Martinez would receive work-related text messages from YBR's managers with announcements, restaurant and

performance issues, and scheduling, and Ms. Martinez was required to spend at least ten (10) minutes each week reviewing the text messages off-the-clock.

Third, upon information and belief, YBR had, and continues to have, a company-wide policy and/or practice of strictly staffing its locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. This practice of labor budgeting and/or limited payroll allocation has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Because YBR 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. Martinez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Also, YBR systematically, and on a company-wide basis, understaffed its locations by adopting a single-staffing model for some of its positions, such as Cashier or Crew Member, whereby only one (1) employee was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods.

Moreover, YBR had a practice of failing to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Ms. Martinez and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, at least three (3) times per week, Ms. Martinez worked through all or part of her meal periods due to the lack of coverage and to keep up with customer demand. Additionally, Martinez's meal periods were often interrupted because she was required to return to work to attend to customers.

Fourth, YBR required Ms. Martinez and other aggrieved employees to use its company-issued headsets to communicate with customers at all times, including during unpaid meal periods. YBR expected that Ms. Martinez and other aggrieved employees promptly respond to customers at all times to provide customer service. For example, when scheduled to work an overnight shift, Ms. Martinez would keep her headset on and take orders from customers during her meal periods, but YBR did not compensate her for this time. YBR knew or should have known that Ms. Martinez and other aggrieved employees were being made to respond to customers while off-the-clock and during meal periods in order to meet YBR's expectations, but failed to compensate them for this time worked.

Fifth, on information and belief, YBR maintained and implemented a company-wide on-premises meal period policy for overnight shift employees, which mandated that Ms. Martinez and other aggrieved employees remain on its premises during their unpaid meal periods. Because Ms. Martinez and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. For example, when scheduled to work an overnight shift, Ms. Martinez was unable to run personal errands because she was unable to leave the work premises. Thus, YBR effectively maintained control over Ms. Martinez and other aggrieved employees during their unpaid meal periods.

Sixth, on information and belief, YBR's management pressured employees to clock out for meal periods to reflect compliant meal periods and/or adjusted employee time records to reflect compliant meal periods, even when they had not received compliant meal periods. For example, Ms. Martinez would clock out for her meal period but would work through her unpaid meal period, out of fear of being disciplined by YBR, or Ms. Martinez's supervisor would edit the meal period start- and end-times on Ms. Martinez's timesheets to reflect compliant meal periods. Moreover, YBR's company-

wide timekeeping system prevented Ms. Martinez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Martinez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes elapsed. Thus, YBR did not record all hours worked during meal periods, and Ms. Martinez and other aggrieved employees performed work during meal periods for which they were not paid.

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

YBR's failure to pay Ms. Martinez 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. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring YBR into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

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

First, as set forth above, as a result of YBR's policy of limiting the amount of overtime employees could accrue, YBR required Ms. Martinez and other aggrieved employees to perform work off-the-clock. As stated, YBR required Ms. Martinez and other aggrieved employees to perform work off-the-clock outside of their scheduled shift start- and end-times and on days off, including attending to customers, waiting until a POS machine was available for clocking-in, retrieving supplies from the back of the restaurant or responding to questions from managers, and reviewing text messages from management. Additionally, as stated, YBR's timekeeping system prevented employees from clocking in until their exact scheduled start-time, which further prevented Ms. Martinez and other aggrieved employees from recording all time worked prior to the start of their scheduled shifts. As a result, YBR failed to track this time that Ms. Martinez and other aggrieved employees spent working off-the-clock, and thus, Ms. Martinez and other aggrieved employees received no compensation for this time.

Second, as set forth above, due to YBR's company-wide policies and/or practices of utilizing labor budgets, understaffing and/or single-staffing its locations, failing to schedule meal periods and/or failing to adhere to a schedule for meal periods, requiring employees to carry a company-issued headset to respond to customers during meal periods, and requiring overnight shift employees to

remain on the work premises during meal periods, Ms. Martinez 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.

Third, as stated, on information and belief, YBR pressured Ms. Martinez and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Additionally, as stated, YBR's company-wide timekeeping system prevented Ms. Martinez and other aggrieved employees from entering time worked during meal periods because the system locked out Ms. Martinez and other aggrieved employees for a full 30 minutes. Thus, YBR systematically failed to pay Ms. Martinez and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

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

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

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

First, during the relevant time period, as stated, YBR had, and continues to have, a company-wide policy and/or practice of understaffing locations due to labor budgeting and/or limited payroll allocation, which has resulted in a lack of meal period coverage and prevented Ms. Martinez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were

entitled. As also stated, YBR systematically, and on a company-wide basis, understaffed its locations by adopting a single-staffing model for some of its positions, such as Cashier or Crew Member, whereby only one (1) employee was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. Moreover, as stated above, YBR failed to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Ms. Martinez and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Martinez and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, at least three (3) times per week, Ms. Martinez worked during her meal periods due to the lack of coverage and in order to keep up with customer demand. Additionally, Ms. Martinez's meal periods were often interrupted because she was required to return to work to attend to customers. Further, Ms. Martinez regularly took her meal periods late, after the fifth hour of work, due to YBR's failure to schedule meal periods and/or adhere to a schedule for meal periods. Thus, YBR failed to provide Ms. Martinez and other aggrieved employees with compliant, 30-minute meal periods.

Second, as stated, YBR had a policy and/or practice of requiring that Ms. Martinez and other aggrieved employees carry its company-issued headsets at all times and promptly respond to customers, even during meal periods. For example, as stated, when she was scheduled to work an overnight shift, Ms. Martinez was not relieved of her duties and was required to keep her company-issued headset on and take orders from customers during her meal periods.

Third, as stated above, on information and belief, during the relevant time period, YBR maintained and implemented a company-wide on-premises meal period policy for employees working overnight shifts, which mandated that Ms. Martinez and other aggrieved employees remain on the work premises during their meal periods. Because Ms. Martinez and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, YBR effectively maintained control over Ms. Martinez and other aggrieved employees during meal periods.

Fourth, as stated, on information and belief, because YBR frowned upon employees accruing meal period premiums, YBR's management pressured Ms. Martinez and other aggrieved employees to record compliant meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by YBR. For example, as stated, Ms. Martinez was sometimes required to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods and/or Ms. Martinez's supervisor would edit Ms. Martinez's meal period start- and end-times on Ms. Martinez's timesheets, to reflect compliant meal periods.

Additionally, as stated, YBR's company-wide timekeeping system prevented Ms. Martinez and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. Martinez 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. Ms. Martinez 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, YBR knew or should have known that, as a result of these policies, Ms. Martinez and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. YBR further knew or should have known that YBR did not pay Ms. Martinez and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, YBR 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. Martinez and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

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

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

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

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

During the relevant time period, YBR regularly failed to authorize and permit Ms. Martinez 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, YBR's company-wide use of labor budgeting and understaffing and/or single-staffing has resulted in a lack of rest period coverage and prevented Ms. Martinez and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. YBR also failed to schedule rest periods, which, coupled with YBR's requirement that employees keep their company-issued headsets on at all times, including during rest periods, further led to Ms. Martinez and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, YBR maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Martinez and other aggrieved employees

remain on the work premises during their rest periods. Because Ms. Martinez and other aggrieved employees were restricted from leaving YBR's premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, YBR effectively maintained control over Ms. Martinez and other aggrieved employees during rest periods.

As a result of YBR's practices and policies, Ms. Martinez 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 rest periods to which they were entitled. For example, Ms. Martinez had to forgo about 50 to 70 percent of her rest periods because the restaurant was busy and she did not have coverage. Additionally, when Ms. Martinez was able to take her rest periods, they were cut short because she was required to return to work to assist her coworkers and take customer orders.

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

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

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

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

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

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

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), YBR willfully failed to maintain accurate payroll records for Ms. Martinez 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, YBR engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period start and end times for Ms. Martinez and other aggrieved employees, in violation of section 1198.

Because YBR failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Martinez 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. Martinez 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. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring YBR into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

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

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

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

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

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

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

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

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

Violation of California Labor Code §§ 221 and 224 – Unlawful Deductions

California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

During the relevant time period, YBR had an agreement with a payroll service provider, "Fintwist," for the issuance of payroll debit cards to employees, including Ms. Martinez and other aggrieved employees, to discharge its wage payment obligations to its employees. Upon information and belief, YBR unlawfully deducted a portion of wages previously paid to Ms. Martinez and other aggrieved employees in violation of California Labor Code section 221. On information and belief, YBR systematically, and on a company-wide basis, provided Ms. Martinez and other aggrieved employees with payroll debit cards as payment of their wages and/or final wages. Under YBR's payroll debit card program, Ms. Martinez and other aggrieved employees were assessed various fees in connection with their use of the payroll debit cards. For example, Ms. Martinez and other aggrieved employees were required to pay out-of-network fees, ATM fees, inactivity fees, and/or other fees to obtain and/or spend their earned and due wages. The fees charged to Ms. Martinez and other aggrieved employees resulted in a discount of their wages.

YBR's practice, which resulted in a discount of wages to employees, is tantamount to taking deductions from Ms. Martinez's and other aggrieved employees' paychecks without their written authorization and therefore constitutes an unlawful deduction of wages, in violation of Labor Code sections 221 and 224. Ms. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and seek injunctive relief to bring YBR into compliance with Labor Code sections 221 and 224, pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 223 – Secret Payment of Lower Wages

California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

During the relevant time period, YBR willfully and systematically issued payroll debit cards to Ms. Martinez and other aggrieved employees that discounted their wages by charging various fees in connection with the use of the payroll debit cards. YBR's payroll debit card program resulted in the payment of less than statutorily required wages to Ms. Martinez and other aggrieved employees. Thus, YBR paid Ms. Martinez and other aggrieved employees lower wages than those they were entitled to while purporting that Ms. Martinez and other aggrieved employees were properly paid.

YBR's failure to pay Ms. Martinez and other aggrieved employees the correct designated wage, while purporting to pay legal wages, is a violation of California Labor Code section 223. Ms. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring YBR into compliance with Labor Code section 223, pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code

section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." 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, YBR, on a company-wide basis, required Ms. Martinez and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. As stated, Ms. Martinez and other aggrieved employees were required to review text message communications from YBR's management. For example, Ms. Martinez was expected to participate in a text message group chat, and at least four (4) times per week, Ms. Martinez would receive work-related text messages from YBR's managers with announcements, restaurant and performance issues, and scheduling. Although YBR required Ms. Martinez and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, YBR failed to reimburse them for their costs incurred.

Second, YBR, on a company-wide basis, required Ms. Martinez and other aggrieved employees to report to work in clean and presentable uniforms bearing the Jack-In-The-Box company logo and name, including uniform T-shirts and hats. However, YBR did not provide Ms. Martinez and other aggrieved employees with sufficient uniforms to wear in relation to the tasks they were required to perform and the number of shifts they worked throughout the week. For example, YBR only provided Ms. Martinez with one (1) uniform T-shirt and one (1) uniform hat at the time of hire. Because YBR failed to provide Ms. Martinez with an adequate number of uniform items, Ms. Martinez and other aggrieved employees had to wash their uniforms more frequently than they otherwise would do laundry, and incur expenses in doing so. Further, due to the nature of restaurant work, Ms. Martinez's uniform items would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that she was unable to mix these clothes in with other laundry, thus incurring additional laundry and/or utility expenses for the upkeep of her uniform. Thus, YBR failed to maintain uniforms they required Ms. Martinez and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

YBR could have provided Ms. Martinez and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, as well as an adequate number of uniform items or access to laundering services; or YBR could have reimbursed employees for the costs of their mobile device usage and laundering expenses, or provided a uniform maintenance allowance. Instead, YBR passed these operating costs onto Ms. Martinez and other aggrieved employees.

Thus, YBR 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. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring YBR into compliance with the applicable

IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

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

Ms. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring YBR into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

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

Accordingly, Ms. Martinez seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Martinez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against YBR for violations of California Labor Code sections 201, 202, 204,

221, 223, 224, 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. Martinez 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:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by three dots.

Alexander Lima

Copy: YBR ENTERPRISES LIMITED PARTNERSHIP (via U.S. Certified Mail); TOTO VENTURES LLC (via U.S. Certified Mail); VTP ENTERPRISES (via U.S. Certified Mail)

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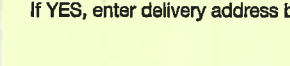
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PROOF OF SERVICE

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

On **April 15, 2026**, I served the document described as: **PFIRST 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:

Michael Neil Davis
14015 Murel Reail
Poway, CA 92064

Registered Agents for:
YBR Enterprises Limited Partnership

Michael Neil Davis
1660 N Farmersville Blvd
Farmersville, CA 93223

TOTO Ventures LLC

Patrice Roux
Michael Neil Davis
1660 N Farmersville Blvd
Visalia, CA 93223

VTP Enterprises

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **April 15, 2026**, at Los Angeles, California.

Julia Urquizo

Type/Print Name

Julia Urquizo

Signature