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FILED
Superior Court of California
County of Los Angeles
08/01/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

DWWCT LLC, a California limited liability
company; DWWA, INC., a California
corporation; DWWCM, INC., a California
corporation; DWWGH LLC, a California
limited liability company; DWWH, INC., a
California corporation; DWWJN, INC., a
California corporation; DWWMO, INC., a
California corporation; DWWSA, INC., a
California corporation; DWWSB, INC., a
California corporation; DWWTL, INC., a
California corporation; DWWTO, a
California corporation; DWWTR, a
California corporation; DWWVF, INC., a
California corporation; and/or DAVID
WILSON'S FORD OF ORANGE, a
California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 23STCV23859

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

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(Unlawful Business Practices); and
(10) Violation of California Business &
Professions Code §§ 17200, *et seq.* (Unfair
Business Practices)

Jury Trial Demanded

1 Plaintiff Destiny Cuevas, 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 DWWCT LLC; DWWGH
5 LLC; and DWWSB, INC. each filed Statement of Information forms with the California
6 Secretary of State designating a California principal place of business in Claremont and/or
7 Gardena, County of Los Angeles, in accordance with California Corporations Code section
8 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants
9 employ persons in this county, and employed Plaintiff in this county, and thus a substantial
10 portion of the transactions and occurrences related to this action occurred in this county.

11 **THE PARTIES**

12 4. Plaintiff Destiny Cuevas is a resident of Riverside, in Riverside County,
13 California. Defendants employed Plaintiff as an hourly paid, non-exempt Sales "BDC" and
14 Sales Client Care Representative from approximately February 2022 to June 2023. During her
15 employment, Plaintiff typically worked eight (8) hours or more per day and five (5) days per
16 week. Plaintiff's primary job duties included, without limitation, communicating with
17 potential sales leads and coordinating appointments for sales staff.

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

21 6. DWWA, INC. was and is, upon information and belief, a California
22 corporation, and at all times hereinafter mentioned, an employer whose employees are
23 engaged throughout this county and the State of California.

24 7. DWWCM, INC. was and is, upon information and belief, a California
25 corporation, and at all times hereinafter mentioned, an employer whose employees are
26 engaged throughout this county and the State of California.

27 8. DWWGH LLC was and is, upon information and belief, a California limited
28 liability company, and at all times hereinafter mentioned, an employer whose employees are

1 engaged throughout this county and the State of California.

2 9. DWWH, INC. was and is, upon information and belief, a California
3 corporation, and at all times hereinafter mentioned, an employer whose employees are
4 engaged throughout this county and the State of California.

5 10. DWWJN, INC. was and is, upon information and belief, a California
6 corporation, and at all times hereinafter mentioned, an employer whose employees are
7 engaged throughout this county and the State of California.

8 11. DWWMO, INC. was and is, upon information and belief, a California
9 corporation, and at all times hereinafter mentioned, an employer whose employees are
10 engaged throughout this county and the State of California.

11 12. DWWSA, INC. was and is, upon information and belief, a California
12 corporation, and at all times hereinafter mentioned, an employer whose employees are
13 engaged throughout this county and the State of California.

14 13. DWWSB, INC. was and is, upon information and belief, a California
15 corporation, and at all times hereinafter mentioned, an employer whose employees are
16 engaged throughout this county and the State of California.

17 14. DWWTL, INC. was and is, upon information and belief, a California
18 corporation, and at all times hereinafter mentioned, an employer whose employees are
19 engaged throughout this county and the State of California.

20 15. DWWTO was and is, upon information and belief, a California corporation,
21 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
22 this county and the State of California.

23 16. DWWTR was and is, upon information and belief, a California corporation, and
24 at all times hereinafter mentioned, an employer whose employees are engaged throughout this
25 county and the State of California.

26 17. DWWVF, INC. was and is, upon information and belief, a California
27 corporation, and at all times hereinafter mentioned, an employer whose employees are
28 engaged throughout this county and the State of California.

1 18. DAVID WILSON’S FORD OF ORANGE was and is, upon information and
2 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
3 employees are engaged throughout this county and the State of California.

4 19. Plaintiff is unaware of the true names or capacities of the Defendants sued
5 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
6 amend the complaint and serve such fictitiously named Defendants once their names and
7 capacities become known.

8 20. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
9 were the partners, agents, owners, or managers of DWWCT LLC; DWWA, INC.; DWWCM,
10 INC.; DWWGH LLC; DWWH, INC.; DWWJN, INC.; DWWMO, INC.; DWWSA, INC.;
11 DWWSB, INC.; DWWTL, INC.; DWWTO; DWWTR; DWWVF, INC.; and/or DAVID
12 WILSON’S FORD OF ORANGE at all relevant times.

13 21. Plaintiff is informed and believes, and thereon alleges, that each and all of the
14 acts and omissions alleged herein was performed by, or is attributable to, DWWCT LLC;
15 DWWA, INC.; DWWCM, INC.; DWWGH LLC; DWWH, INC.; DWWJN, INC.; DWWMO,
16 INC.; DWWSA, INC.; DWWSB, INC.; DWWTL, INC.; DWWTO; DWWTR; DWWVF,
17 INC.; DAVID WILSON’S FORD OF ORANGE; and/or DOES 1 through 10 (collectively,
18 “Defendants” or “DWW”), each acting as the agent, employee, alter ego, and/or joint venturer
19 of, or working in concert with, each of the other co-Defendants and was acting within the
20 course and scope of such agency, employment, joint venture, or concerted activity with legal
21 authority to act on the others’ behalf. The acts of any and all Defendants were in accordance
22 with, and represent, the official policy of Defendants.

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

27 23. Plaintiff is informed and believes, and thereon alleges, that each of said
28 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,

omissions, occurrences, and transactions alleged herein.

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

25. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members because Defendants have:

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

employment.

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

27. DWWCT LLC; DWWA, INC.; DWWCM, INC.; DWWGH LLC; DWWH, INC.; DWWJN, INC.; DWWMO, INC.; DWWSA, INC.; DWWSB, INC.; DWWTL, INC.; DWWTO; DWWTR; DWWVF, INC.; DAVID WILSON'S FORD OF ORANGE; and DOES 1 through 10 are therefore alter egos of each other.

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

29. Plaintiff further alleges, upon information and belief, that Defendants DWWCT LLC; DWWA, INC.; DWWCM, INC.; DWWGH LLC; DWWH, INC.; DWWJN, INC.; DWWMO, INC.; DWWSA, INC.; DWWSB, INC.; DWWTL, INC.; DWWTO; DWWTR; DWWVF, INC.; and DAVID WILSON'S FORD OF ORANGE are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), DWWMO, INC.; DWWTO; DWWVF, INC.; and DAVID WILSON'S FORD OF ORANGE share the same principal address and mailing address of "1400 N[ORTH] TUSTIN ST[REET], ORANGE, CA 92867";
- (b) On the California Secretary of State's website, DWWCT LLC; DWWA, INC.; DWWCM, INC.; DWWH, INC.; DWWJN, INC.; DWWMO, INC.; DWWSA, INC.; DWWSB, INC.; DWWTL, INC.; and DAVID WILSON'S FORD OF ORANGE share the same agent for service of process, "GLENN M[ONISTERIO] QUINTOS";
- (c) According to their most recent "Statement of Information" forms filed with the California Secretary of State, DWWCT LLC; DWWA, INC.;

DWWCM, INC.; DWWGH LLC; DWWH, INC.; DWWJN, INC.;
DWWMO, INC.; DWWSA, INC.; DWWSB, INC.; DWWTL, INC.;
DWWTO; DWWTR; DWWVF, INC.; and/or DAVID WILSON'S
FORD OF ORANGE share the same officers, directors, and/or
managers or members, including, David West Wilson, Michelle Jackley,
Vikki Murphy, Glenn Quintos, Jay Francis, and Allen Moznnett; and
(d) On information and belief, DWWCT LLC; DWWA, INC.; DWWCM,
INC.; DWWGH LLC; DWWH, INC.; DWWJN, INC.; DWWMO, INC.;
DWWSA, INC.; DWWSB, INC.; DWWTL, INC.; DWWTO; DWWTR;
DWWVF, INC.; and DAVID WILSON'S FORD OF ORANGE utilize
the same standardized employment forms and issue the same
employment policies.

GENERAL ALLEGATIONS

30. Defendants are one of the largest privately held automotive groups in the United States, with over 18 car dealership locations nationwide and approximately 14 located in California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Claremont or Orange, 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.

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

32. Upon information and belief, Defendants maintain a centralized Payroll

1 department at their company headquarters in Claremont or Orange, California, which
2 processes payroll for all non-exempt, hourly paid employees working for Defendants at their
3 various locations in California, including Plaintiff and class members. Based upon
4 information and belief, Defendants issue the same formatted wage statements to all non-
5 exempt, hourly paid employees in California, irrespective of their work locations. Upon
6 information and belief, Defendants process payroll for departing employees in the same
7 manner throughout the State of California, regardless of the manner in which each employee's
8 employment ends.

9 33. Defendants continue to employ non-exempt or hourly paid employees in
10 California.

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

15 35. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
16 members were not paid for all hours worked because all hours worked were not recorded.

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

21 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to be paid at a regular rate
23 of pay, and corresponding rates of pay for overtime wages and/or meal and rest period
24 premiums, that included as eligible income all remuneration required by law, including, but
25 not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other
26 forms of compensation, but failed to include all forms of remuneration in calculating the
27 regular rate of pay for Plaintiff and class members.

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

1 should have known that Plaintiff and class members were entitled to receive at least minimum
2 wages for compensation and that they were not receiving at least minimum wages for work
3 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
4 and class members were not paid at least minimum wages for work done off-the-clock.

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

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

21 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive complete and
23 accurate wage statements in accordance with California law. In violation of the California
24 Labor Code, Plaintiff and class members were not provided complete and accurate wage
25 statements.

26 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that they had a duty to maintain accurate and complete payroll records in
28 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,

1 knowingly, and intentionally failed to do so.

2 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to timely payment of all
4 wages earned upon termination of employment. In violation of the California Labor Code,
5 Plaintiff and class members did not receive payment of all wages due, including, but not
6 limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick
7 leave pay, within permissible time periods.

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

14 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to receive sick leave
16 benefits to be paid at a regular rate of pay, that included, as eligible income, all income
17 derived from incentive pay, nondiscretionary bonuses, and/or other forms of compensation,
18 and to receive itemized wage statements or separate written statements showing the amount of
19 paid sick leave. In violation of the California Labor Code, Defendants failed to include all
20 forms of remuneration in calculating the regular rate of pay for sick leave pay and failed to
21 provide Plaintiff and class members with written itemized wage statements showing this
22 information.

23 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and/or class members were entitled to receive full
25 reimbursement for all business-related expenses and costs they incurred during the course and
26 scope of their employment and that they did not receive full reimbursement of applicable
27 business-related expenses and costs incurred.

28 47. Plaintiff is informed and believes, and thereon alleges, that at all times herein

mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

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

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

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

51. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, 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.

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

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil

1 action pursuant to Section 2699 may commence. If the alleged violation
2 is not cured within the 33-day period, the aggrieved employee may
3 commence a civil action pursuant to Section 2699.

4 53. On September 25, 2023, Plaintiff provided written notice by online filing to the
5 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
6 Code alleged to have been violated, including facts and theories to support the alleged
7 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
8 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
9 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
10 Plaintiff PAGA Case Number LWDA-CM-983710-23. A true and correct copy of Plaintiff's
11 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

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

15 55. Thus, Plaintiff has satisfied the administrative prerequisites under California
16 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
17 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510,
18 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

28 57. Defendants, at all times relevant to this complaint, were employers or persons

1 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'
2 rights by violating various sections of the California Labor Code as set forth above.

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

6 59. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
7 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
8 private attorney general, seeks assessment and collection of civil penalties for herself, all other
9 aggrieved employees, and the State of California against Defendants for violations of
10 California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516,
11 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

12 **CLASS ACTION ALLEGATIONS**

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

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

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

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

21 63. Plaintiff's proposed subclass consists of and is defined as follows:

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

25 64. Members of the Class and Subclass are referred to herein as "class members."

26 65. Plaintiff reserves the right to redefine the Class and Subclass and to add
27 additional subclasses as appropriate based on further investigation, discovery, and specific
28 theories of liability.

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

- 3 (a) Whether Defendants required Plaintiff and class members to work over
4 eight (8) hours per day, over twelve (12) hours per day, or over forty
5 (40) hours per week and failed to pay all legally required overtime
6 compensation to Plaintiff and class members;
- 7 (b) Whether Defendants failed to include all forms of remuneration in the
8 regular rate of pay as required by law for purposes of paying overtime
9 wages and/or meal and rest period premiums to Plaintiff and class
10 members;
- 11 (c) Whether Defendants failed to pay Plaintiff and class members at least
12 minimum wages for all hours worked;
- 13 (d) Whether Defendants failed to provide Plaintiff and class members with
14 meal periods;
- 15 (e) Whether Defendants failed to authorize and permit Plaintiff and class
16 members to take rest periods;
- 17 (f) Whether Defendants provided Plaintiff and class members with
18 complete and accurate wage statements as required by California Labor
19 Code section 226(a);
- 20 (g) Whether Defendants maintained accurate payroll records as required by
21 California Labor Code section 1174(d);
- 22 (h) Whether Defendants failed to pay earned overtime wages, minimum
23 wages, meal and rest period premiums, and/or sick leave pay due to
24 Plaintiff and class members upon their discharge;
- 25 (i) Whether Defendants failed to timely pay overtime wages, minimum
26 wages, meal and rest period premiums, and/or sick leave pay due to
27 Plaintiff and class members during their employment;
- 28 (j) Whether Defendants failed to properly calculate the regular rate of pay

upon which Plaintiff's and class members' sick leave rate of pay was based, and failed to provide Plaintiff and class members with written notice of paid sick leave;

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

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

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

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

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

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

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any

1 class member. Plaintiff's attorneys, the proposed class counsel, are
2 versed in the rules governing class action discovery, certification, and
3 settlement. Plaintiff has incurred, and throughout the duration of this
4 action, will continue to incur costs and attorneys' fees that have been,
5 are, and will be necessarily expended for the prosecution of this action
6 for the substantial benefit of each class member.

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

13 (e) Public Policy Considerations: Employers in the State of California
14 violate employment and labor laws every day. Current employees are
15 often afraid to assert their rights out of fear of direct or indirect
16 retaliation. Former employees are fearful of bringing actions because
17 they believe their former employers might damage their future
18 endeavors through negative references and/or other means. Class
19 actions provide the class members who are not named in the complaint
20 with a type of anonymity that allows for the vindication of their rights
21 while simultaneously protecting their privacy.

22 **FIRST CAUSE OF ACTION**

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

24 **(Against all Defendants)**

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

27 69. Labor Code section 1198 makes it illegal to employ an employee under
28 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor

Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

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

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

72. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and class members 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.

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

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

1 75. During the relevant time period, Defendants had, and continue to have, a
2 company-wide policy and/or practice of discouraging and impeding Plaintiff and class
3 members from recording hours worked that were outside of their scheduled shifts in order to
4 limit the amount of overtime employees could accrue. Because Defendants discouraged
5 overtime accrual by, among other things, altering and/or falsifying timesheets, along with
6 Defendants' assignment of heavy workloads and productivity requirements (*see infra*),
7 Plaintiff and class members were required to complete assigned tasks outside of their
8 scheduled shifts without being compensated for the time they worked.

9 76. For example, Plaintiff and class members were required to respond to phone
10 communications from potential customers before and after their shifts or on their days off.
11 For instance, at least once per week, Plaintiff was required to answer work-related phone calls
12 and live chat messages from sales leads, while off-the-clock, to discuss the coordination of
13 sales appointments, provide product information, or present them with initial financing
14 options, which sometimes could take up to one (1) hour. However, Defendants did not
15 provide Plaintiff with a method for capturing the hours she worked outside of Defendants'
16 premises. As another example, Plaintiff sometimes continued working past her scheduled
17 shift end-time to complete her daily sales lead contact attempts in order to be eligible for
18 Defendants' nondiscretionary bonus program (*see infra*). Plaintiff attempted to record this
19 time spent working, but, on information and belief, Defendants' management would alter her
20 timesheets and shave off the time spent completing assigned duties to avoid payment of
21 additional wages. As a final example, Plaintiff was required to spend at least a few hours at
22 the end of each month reviewing Defendants' sales tracking software to ensure the
23 productivity requirements she met for that month were accurately recorded, but was not
24 compensated for this time worked. Thus, Defendants failed to track the time employees spent
25 completing their duties, and Plaintiff and class members received no compensation for this
26 time.

27 77. Second, during the relevant time period, Defendants had, and continue to have,
28 a company-wide policy and/or practice of understaffing their locations while assigning heavy

workloads, including pressuring employees to meet productivity expectations and sales metrics, such as making 190 outbound sales lead contact attempts per day. Defendants' policies and/or practices resulted in a failure to provide Plaintiff and class members with adequate meal period coverage. Moreover, Defendants also failed to adhere to a schedule for meal periods, which further caused Plaintiff and class members to not be relieved of their duties for compliant meal periods. As a result, Plaintiff and class members were not afforded uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. For example, Plaintiff worked through her meal periods due to the heavy workload, understaffing, and lack of coverage available. Additionally, Plaintiff's meal periods were interrupted because she would be required to answer calls from inbound sales leads while she was taking her meal periods, due to the lack of coverage available. Thus, Plaintiff and class members worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. Defendants did not compensate Plaintiff and class members for the time they spent working off the clock during meal periods.

78. Further, because Defendants frowned upon employees accruing meal period penalties, Defendants' management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by Defendants. Thus, Defendants did not record all hours worked during meal periods, and Plaintiff and class members performed work during meal periods for which they were not paid.

79. Defendants knew or should have known that, as a result of these company-wide practices and/or policies, Plaintiff and class members were performing their assigned duties off-the-clock and were suffered or permitted to perform work for which they were not paid. Because Plaintiff and class members 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, Plaintiff and class members were not paid overtime wages for all of the overtime hours they actually worked.

1 80. Furthermore, Defendants did not pay Plaintiff and class members the correct
2 overtime rate for the recorded overtime hours that they generated. In addition to an hourly
3 wage, Defendants paid Plaintiff and class members incentive pay, nondiscretionary bonuses,
4 and/or other forms of remuneration. However, in violation of the California Labor Code,
5 Defendants failed to incorporate all compensation, including incentive pay, nondiscretionary
6 bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for
7 purposes of calculating the overtime wage rate. Therefore, during times when Plaintiff and
8 class members worked overtime and received these other forms of pay, Defendants failed to
9 pay all overtime wages by paying a lower overtime rate than required.

10 81. For example, Defendants paid Plaintiff and class members incentive pay and/or
11 nondiscretionary bonuses, which were listed on Plaintiff's and class members' wage
12 statements as "MONTHLY BONUS" and/or "CASH BONUS." During pay periods that
13 Plaintiff and class members were paid overtime wages, Defendants did not incorporate these
14 payments into Plaintiff's and class members' regular rate of pay and, as a result, paid them at
15 incorrect and lower rates of pay for overtime hours worked. Specifically, Defendants paid
16 Plaintiff and class members 1.5 times their hourly rate of pay instead of 1.5 times their regular
17 rate of pay. Defendants' failure to properly calculate the overtime rates of pay based on all
18 remuneration paid has resulted in an underpayment of overtime wages to Plaintiff and class
19 members on a company-wide basis.

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

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

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

84. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. Tit. 8, § 11070(2)(G) (defining “Hours Worked”).

85. As stated, during the relevant time period, due to Defendants’ restrictions on overtime accrual, Defendants systematically failed to pay Plaintiff and class members for actual hours worked, because these hours were not accurately recorded. Plaintiff and class members were required to perform work off-the-clock before and after their shifts and on days off, such as answering phone calls and live chat messages from sales leads, attempting to contact sales leads, and reviewing sales tracking records. Thus, Defendants failed to track this time Plaintiff and class members spent working off-the-clock, and Plaintiff and class members received no compensation for this time.

86. Additionally, as set forth above, due to Defendants’ policies and/or practices of understaffing their locations, assignment of heavy workloads, failure to adhere to a schedule for meal periods, and subsequent lack of meal period coverage, Plaintiff and class members were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods. In addition, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, Defendants’ management pressured employees to clock out for meal periods and/or adjusted employee

1 time records to reflect compliant meal periods, but required them to continue working, time
2 for which they were not paid.

3 87. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
4 and class members. To the extent that these off-the-clock hours did not qualify for overtime
5 premium payment, Defendants did not pay at least minimum wages for those hours worked
6 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
7 1198.

8 88. As a result, Defendants regularly failed to pay at least minimum wages to
9 Plaintiff and class members for all of the hours they worked in violation of California Labor
10 Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code
11 section 1194.2, Plaintiff and class members are entitled to recover from Defendants liquidated
12 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

13 **THIRD CAUSE OF ACTION**

14 **Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period** 15 **Violations** 16 **(Against all Defendants)**

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

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

26 91. At all relevant times herein set forth, California Labor Code sections 226.7,
27 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
28 meal period mandated by an applicable order of the IWC.

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

7 93. During the relevant period, as stated, Defendants had, and continue to have, a
8 company-wide policy and/or practice of understaffing their locations, which, combined with
9 the practice of assigning heavy workloads, including pressuring employees to meet
10 productivity expectations and sales metrics, discouraging employees from incurring overtime,
11 and failing to adhere to a schedule for meal periods, resulted in a lack of meal period coverage
12 and prevented Plaintiff and class members from taking all timely meal periods to which they
13 were entitled. As a result, Plaintiff and class members were forced to work in excess of five
14 (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo
15 their meal periods altogether. For example, as stated, Plaintiff missed her meal periods and
16 had them interrupted, due to the lack of coverage available, heavy workload, and in order to
17 respond to respond to sales calls and meet Defendants' productivity expectations. As a further
18 example, Plaintiff often could not take her meal periods until more than five (5) hours into her
19 shifts, due to the heavy workload and lack of coverage.

20 94. Moreover, as stated, because Defendants frowned upon employees accruing
21 meal period penalties, Defendants' management pressured Plaintiff and class members to
22 clock out for meal periods to reflect compliant meal periods and/or adjusted employee time
23 records, regardless of whether they had received a compliant meal period or not, in order to
24 strictly limit meal penalties that would need to be paid by Defendants. For example, at least a
25 few times per week, Plaintiff was required to clock out for her meal periods to record that she
26 had received compliant meal periods on shifts when she had not, in fact, timely received these
27 meal periods.

28 95. Additionally, Defendants did not provide Plaintiff and class members with

1 second 30-minute meal periods on days that they worked in excess of 10 hours in one day.
2 For example, during her employment, Plaintiff worked several shifts in excess of ten (10)
3 hours per day, and was not provided a second meal period during these shifts. Plaintiff and
4 class members did not sign valid meal period waivers on days that they were entitled to meal
5 periods and were not relieved of all duties.

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

11 97. Furthermore, Defendants engaged in a company-wide practice and/or policy of
12 not paying all meal period premiums owed when compliant meal periods are not provided.
13 Because of this practice and/or policy, Plaintiff and class members have not received premium
14 pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that
15 Defendants did pay Plaintiff and class members premium pay for missed, late, and interrupted
16 meal periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
17 premiums because Defendants systematically failed to include all forms of compensation,
18 such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the
19 regular rate of pay. As a result, Defendants failed to provide Plaintiff and class members
20 compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516
21 and failed to pay the full meal period premiums due.

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

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FOURTH CAUSE OF ACTION
Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations
(Against all Defendants)

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

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

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

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

103. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants’ policies and/or

1 practices of understaffing and assignment of heavy workloads prevented Plaintiff and class
2 members from being relieved of all duty in order to take their rest periods. Defendants also
3 failed to adhere to a schedule for rest periods, which, coupled with Defendants' failure to
4 provide adequate rest period coverage, further led to Plaintiff and class members not being
5 authorized and permitted to take compliant rest periods.

6 104. Moreover, Defendants maintained a company-wide on-premises rest period
7 policy, which required that Plaintiff and/or class members remain on Defendants' premises
8 during their rest periods. Because Plaintiff and/or class members were restricted from leaving
9 the premises during rest periods, they were denied the ability to use their rest periods freely
10 for their own purposes, such as running personal errands. Thus, Defendants effectively
11 maintained control over Plaintiff and/or class members during rest periods.

12 105. As a result of Defendants' practices and policies, Plaintiff and class members
13 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
14 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
15 Plaintiff had to forego some of her rest periods in order to handle the heavy workload and due
16 to the lack of coverage. When Plaintiff was able to take her rest periods, they were often
17 interrupted in order to keep up with Defendants' customer service and productivity
18 expectations.

19 106. Defendants have also engaged in a systematic, company-wide practice and/or
20 policy of not paying rest period premiums owed when rest periods are not authorized and
21 permitted. Because of this practice and/or policy, Plaintiff and class members have not
22 received premium pay for all missed rest periods. Alternatively, to the extent that Defendants
23 did pay Plaintiff and class members one (1) additional hour of premium pay for missed rest
24 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
25 premiums because Defendants failed to include all forms of compensation, such as incentive
26 pay, nondiscretionary bonuses, and/or other forms of remuneration. As a result, Defendants
27 denied Plaintiff and class members rest periods and failed to pay them rest period premiums
28 due, in violation of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

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

FIFTH CAUSE OF ACTION

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

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

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

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

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

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).

6 112. In addition, because Defendants did not calculate Plaintiff's and Subclass
7 members' regular rate of pay correctly for purposes of paying overtime wages, meal and rest
8 period premiums, and/or paid sick leave, Defendants did not list the correct amount of gross
9 wages in compliance with section 226(a)(1). For the same reason, Defendants failed to list the
10 correct amount of net wages in violation of section 226(a)(5). Defendants also failed to
11 correctly list all applicable hourly rates in effect during the pay period, namely, correct rates
12 of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation
13 of section 226(a)(9).

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

22 114. California Labor Code section 1174(d) provides that "[e]very person employing
23 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
24 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
25 plants or establishments at which employees are employed, payroll records showing the hours
26 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
27 applicable piece rate paid to, employees employed at the respective plants or
28 establishments" At all relevant times, and in violation of Labor Code section 1174(d),

Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass members 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.

115. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period. During the relevant time period, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiff and Subclass members, in violation of section 1198. Furthermore, in light of Defendants’ failure to provide Plaintiff and Subclass members with second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

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

SIXTH CAUSE OF ACTION

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

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

118. This cause of action is dependent upon, and wholly derivative of, the overtime

1 wages, minimum wages, meal and rest period premiums, and/or sick leave pay that that were
2 not timely paid to Plaintiff and those class members no longer employed by Defendants upon
3 their termination.

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

11 120. Defendants willfully failed to pay Plaintiff and class members who are no
12 longer employed by Defendants the earned and unpaid wages set forth above, including but
13 not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick
14 leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving
15 Defendants' employ.

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

22 SEVENTH CAUSE OF ACTION

23 Violation of California Labor Code § 204—Failure to Timely Pay Wages During 24 Employment 25 (Against all Defendants)

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

28 123. This cause of action is dependent upon, and wholly derivative of, the overtime

wages, minimum wages, meal and rest period premiums, and/or sick leave pay that were not timely paid to Plaintiff and class members during their employment.

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

125. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

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

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

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

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1 **EIGHTH CAUSE OF ACTION**

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

3 **(Against all Defendants)**

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

6 130. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
8 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
9 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
10 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
11 those Labor Code sections not found in section 2699.5, including sections 246, 248.6, 516 and
12 1182.12.

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

- 15 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
16 Wage Order for Defendants’ failure to compensate Plaintiff and other
17 aggrieved employees with all required overtime pay, as alleged herein;
- 18 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
19 applicable IWC Wage Order for Defendants’ failure to include all forms
20 of remuneration in the regular rate of pay as required by law for
21 purposes of paying overtime wages and/or meal and rest period
22 premiums to Plaintiff and other aggrieved employees, as alleged herein;
- 23 (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
24 1198, and the applicable IWC Wage Order for Defendants’ failure to
25 compensate Plaintiff and other aggrieved employees with at least
26 minimum wages for all hours worked, as alleged herein;
- 27 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
28 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff

- 1 and other aggrieved employees with meal periods, as alleged herein;
- 2 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
- 3 applicable IWC Wage Order for Defendants' failure to authorize and
- 4 permit Plaintiff and other aggrieved employees to take rest periods, as
- 5 alleged herein;
- 6 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
- 7 IWC Wage Order for failure to provide accurate and complete wage
- 8 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 9 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
- 10 IWC Wage Order for failure to maintain payroll records, as alleged
- 11 herein;
- 12 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
- 13 earned wages upon termination, as alleged herein;
- 14 (i) Violation of Labor Code section 204 for failure to pay all earned wages
- 15 during employment, as alleged herein;
- 16 (j) Violation of Labor Code sections 246 and 248.6 for failure to properly
- 17 calculate the sick leave paid to Plaintiff and other aggrieved employees
- 18 and for failure to provide written notice of paid sick leave benefits, as
- 19 set forth below; and
- 20 (k) Violation of Labor Code section 2802 for failure to reimburse other
- 21 aggrieved employees for all business expenses necessarily incurred, as
- 22 alleged herein.

23 132. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,

24 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more

25 days from the commencement of employment with paid sick days, to be accrued at least one

26 hour for every 30 hours worked. California Labor Code section 246(i) provides that an

27 employer must provide an employee with written notice that sets forth the amount of paid sick

28 leave available, or paid time off that an employer provides in lieu of sick leave, for use on

1 either the employee's itemized wage statement or in a separate written statement provided on
2 the designated pay date with the employee's wages. Further, Labor Code section 246(l)
3 provides that an employer shall calculate paid sick leave by using one of two calculations: 1)
4 "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the
5 regular rate of pay for the workweek in which the employee uses paid sick time, whether or
6 not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for
7 nonexempt employees shall be calculated by dividing the employee's total wages, not
8 including overtime premium pay, by the employee's total hours worked in the full pay periods
9 of the prior 90 days of employment."

10 133. At all relevant times herein, California Labor Code section 248.6 provides
11 covered employees with COVID-19 supplemental paid sick leave. Effective through
12 December 31, 2022, Labor Code section 248.6(d) provides that COVID-19 supplemental paid
13 sick leave shall be set forth separately from paid sick days and that an "employer shall provide
14 an employee with written notice that sets forth the amount of COVID-19 supplemental paid
15 sick leave that the employee has used through the pay period in which it was due to be paid on
16 either the employee's itemized wage statement . . . or in a separate written statement provided
17 on the designated pay date with the employee's payment of wages. The employer shall list
18 zero hours used if a worker has not used any COVID-19 supplemental paid sick leave."
19 Further, Labor Code section 248.6(b)(3)(A) provides that each hour of COVID-19
20 supplemental paid sick leave shall be compensated at a rate equal to the following: 1)
21 "[c]alculated in the same manner as the regular rate of pay for the workweek in which the
22 employee uses paid sick time, whether or not the employee actually works overtime in that
23 workweek[;]" or 2) "[c]alculated by dividing the employee's total wages, not including
24 overtime premium pay, by the employee's total nonovertime hours worked in the full pay
25 periods occurring within the prior 90 days of employment; provided that, for nonexempt
26 employees paid by piece rate, commission or other method that uses all hours to determine the
27 regular rate of pay, total wages, not including overtime premium pay, shall be divided by all
28 hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this

subdivision.”

134. During the relevant time period, on information and belief, Defendants did not pay Plaintiff and other aggrieved employees the correct sick leave rates of pay. In addition to an hourly wage, Defendants paid Plaintiff and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, Defendants failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times when Plaintiff and other aggrieved employees took sick leave and received these other forms of pay, Defendants failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, Defendants paid Plaintiff and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

135. Moreover, during the relevant time period, on information and belief, Defendants have failed to provide Plaintiff and other aggrieved employees with written notice on all wage statements that listed the amount of COVID-19 supplemental paid sick leave used by them.

136. Defendants’ failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and other aggrieved employees on a company-wide basis, in violation of Labor Code sections 246(l) and/or 248.6(b)(3)(A). Moreover, Defendants’ systematic failure to provide written notice of sick leave benefits (including COVID-19 supplemental paid sick leave benefits) to Plaintiff and other aggrieved employees is in violation of Labor Code section 248.6(d). Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

137. At all relevant times herein, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on

1 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
2 (2014). IWC Wage Order No. 7-2001 provides that: "[w]hen tools or equipment are required
3 by the employer or are necessary to the performance of a job, such tools and equipment shall
4 be provided and maintained by the employer, except that an employee whose wages are at
5 least two (2) times the minimum wage provided herein may be required to provide and
6 maintain hand tools and equipment customarily required by the trade or craft."

7 138. During the relevant time period, Defendants had a company-wide policy of
8 requiring other aggrieved employees to utilize their own personal mobile devices, including
9 cellular phones, and/or mobile data to carry out their job duties, but Defendants failed to
10 reimburse them for the costs of their work-related mobile device expenses. For example,
11 other aggrieved employees were required to use their mobile data to download and utilize
12 mobile applications for contacting and tracking sales leads. Although Defendants required
13 other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry
14 out their work-related responsibilities, Defendants failed to reimburse them for these costs.

15 139. Defendants could have provided other aggrieved employees with the actual
16 equipment for use on the job, such as company mobile devices, or, Defendants could have
17 reimbursed employees for the costs of their mobile device usage. Instead, Defendants passed
18 these operating costs off onto other aggrieved employees.

19 140. Defendants' company-wide policy and/or practice of not reimbursing
20 employees for expenses necessarily incurred and passing on their operating costs to other
21 aggrieved employees violates California Labor Code section 2802. Other aggrieved
22 employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
23 2699(a), (f), and (g).

24 **NINTH CAUSE OF ACTION**

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

26 **Unlawful Business Practices**

27 **(Against all Defendants)**

28 141. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

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

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

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

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

- 16 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
17 class members, to work overtime without paying them proper
18 compensation in violation of California Labor Code sections 510 and
19 1198, and the applicable IWC Wage Order, as alleged herein;
- 20 (b) Failing to include all forms of remuneration in the regular rate of pay as
21 required by law for purposes of paying overtime wages and/or meal and
22 rest period premiums to Plaintiff and class members, in violation of
23 California Labor Code sections 226.7, 510, and 1198, and the applicable
24 IWC Wage Order, as alleged herein;
- 25 (c) Failing to pay at least minimum wage to Plaintiff and class members in
26 violation of California Labor Code sections 1182.12, 1194, 1197,
27 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
28 herein;

- 1 (d) Failing to provide all meal periods to Plaintiff and class members in
2 violation of California Labor Code sections 226.7, 512(a), 516, and
3 1198, and the applicable IWC Wage Order, as alleged herein;
- 4 (e) Failing to authorize and permit Plaintiff and class members to take all
5 rest periods in violation of California Labor Code sections 226.7, 516,
6 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 7 (f) Failing to provide Plaintiff and class members with accurate wage
8 statements and failing to maintain accurate payroll records in violation
9 of California Labor Code sections 226(a), 1174(d), and 1198, and the
10 applicable IWC Wage Order, as alleged herein;
- 11 (g) Failing to timely pay all earned wages to Plaintiff and class members in
12 violation of California Labor Code section 204, as alleged herein; and
- 13 (h) Failing to properly calculate the sick leave paid to Plaintiff and class
14 members in violation of California Labor Code section 246(l), and
15 failing to provide written notice of paid sick leave benefits in violation
16 of California Labor Code section 248.6(d), as set forth below.

17 146. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
18 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
19 days from the commencement of employment with paid sick days, to be accrued at least one
20 hour for every 30 hours worked. California Labor Code section 246(i) provides that an
21 employer must provide an employee with written notice that sets forth the amount of paid sick
22 leave available, or paid time off that an employer provides in lieu of sick leave, for use on
23 either the employee's itemized wage statement or in a separate written statement provided on
24 the designated pay date with the employee's wages. Further, Labor Code section 246(l)
25 provides that an employer shall calculate paid sick leave by using one of two calculations: 1)
26 "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the
27 regular rate of pay for the workweek in which the employee uses paid sick time, whether or
28 not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for

1 nonexempt employees shall be calculated by dividing the employee's total wages, not
2 including overtime premium pay, by the employee's total hours worked in the full pay periods
3 of the prior 90 days of employment."

4 147. At all relevant times herein, California Labor Code section 248.6 provides
5 covered employees with COVID-19 supplemental paid sick leave. Effective through
6 December 31, 2022, Labor Code section 248.6(d) provides that COVID-19 supplemental paid
7 sick leave shall be set forth separately from paid sick days and that an "employer shall provide
8 an employee with written notice that sets forth the amount of COVID-19 supplemental paid
9 sick leave that the employee has used through the pay period in which it was due to be paid on
10 either the employee's itemized wage statement . . . or in a separate written statement provided
11 on the designated pay date with the employee's payment of wages. The employer shall list
12 zero hours used if a worker has not used any COVID-19 supplemental paid sick leave."
13 Further, California Labor Code section 248.6(b)(3)(A) provides that each hour of COVID-19
14 supplemental paid sick leave shall be compensated at a rate equal to the following: 1)
15 "[c]alculated in the same manner as the regular rate of pay for the workweek in which the
16 employee uses paid sick time, whether or not the employee actually works overtime in that
17 workweek[;]" or 2) "[c]alculated by dividing the employee's total wages, not including
18 overtime premium pay, by the employee's total nonovertime hours worked in the full pay
19 periods occurring within the prior 90 days of employment; provided that, for nonexempt
20 employees paid by piece rate, commission or other method that uses all hours to determine the
21 regular rate of pay, total wages, not including overtime premium pay, shall be divided by all
22 hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this
23 subdivision."

24 148. During the relevant time period, Defendants did not pay Plaintiff and class
25 members the correct sick leave rates of pay. As stated, in addition to an hourly wage,
26 Defendants paid Plaintiff and class members incentive pay, nondiscretionary bonuses, and/or
27 other forms of remuneration. However, in violation of the California Labor Code, Defendants
28 failed to incorporate all remunerations, including incentive pay and/or nondiscretionary

bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Plaintiff and class members took sick leave and received these other forms of pay, Defendants failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, Defendants paid Plaintiff and class members sick leave based on their hourly rate of pay instead of their regular rate of pay.

149. Moreover, during the relevant time period, Defendants failed, on a company-wide basis, to provide Plaintiff and class members with written notice on all wage statements that listed the amount of COVID-19 supplemental paid sick leave used by them.

150. Defendants' failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and class members on a company-wide basis in violation of California Labor Code section 246(l) and/or 248.6(b)(3)(A). Moreover, Defendants' systematic failure to provide written notice of COVID-19 supplemental paid sick leave benefits to Plaintiff and class members is in violation of Labor Code section 248.6(d).

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

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

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1 **TENTH CAUSE OF ACTION**

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

3 **Unfair Business Practices**

4 **(Against all Defendants)**

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

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

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

15 156. Defendants’ activities, namely Defendants’ company-wide practice and/or
16 policy of not paying Plaintiff and class members all meal and rest period premiums due to
17 them under California Labor Code section 226.7, deprived Plaintiff and class members of the
18 compensation guarantee and enhanced enforcement implemented by section 226.7. The
19 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
20 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
21 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
22 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
23 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
24 unfair business practice in violation of California Business & Professions Code sections
25 17200, *et seq.* (*Id.*)

26 157. A violation of California Business & Professions Code sections 17200, *et seq.*
27 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
28 and practices have violated the spirit of California’s meal and rest period laws and constitute

1 acts against the public policy behind these laws.

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

9 **REQUEST FOR JURY TRIAL**

10 Plaintiff requests a trial by jury.

11 **PRAYER FOR RELIEF**

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

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

17 **Class Certification**

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

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

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

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

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

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

3 9. For such other and further relief as the Court may deem equitable and
4 appropriate.

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

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

9 11. For general unpaid wages and such general and special damages as may be
10 appropriate;

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

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

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

16 15. For such other and further relief as the Court may deem equitable and
17 appropriate.

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

19 16. That the Court declare, adjudge, and decree that Defendants violated California
20 Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order by
21 willfully failing to provide all meal periods to Plaintiff and class members;

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

25 18. For all actual, consequential, and incidental losses and damages, according to
26 proof;

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

28 20. For pre-judgment interest on any unpaid meal period premiums from the date

1 such amounts were due, or as otherwise provided by law;

2 21. For attorneys' fees pursuant to California Code of Civil Procedure section
3 1021.5, or as otherwise provided by law; and

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

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

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

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

13 25. For all actual, consequential, and incidental losses and damages, according to
14 proof;

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

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

18 28. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and

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

22 **As to the Fifth Cause of Action**

23 30. That the Court declare, adjudge and decree that Defendants violated the
24 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC
25 Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate
26 itemized wage statements thereto;

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

- 1 32. For injunctive relief pursuant to California Labor Code section 226(h);
2 33. For statutory penalties pursuant to California Labor Code section 226(e);
3 34. For attorneys' fees and costs pursuant to California Labor Code section
4 226(e)(1); and
5 35. For such other and further relief as the Court may deem equitable and
6 appropriate.

7 **As to the Sixth Cause of Action**

- 8 36. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
10 meal and rest period premiums, and/or sick leave pay owed at the time of termination of the
11 employment of Plaintiff and other terminated class members;
12 37. For all actual, consequential and incidental losses and damages, according to
13 proof;
14 38. For waiting time penalties according to proof pursuant to California Labor
15 Code section 203 for all employees who have left Defendants' employ;
16 39. For pre-judgment interest on any unpaid wages from the date such amounts
17 were due, or as otherwise provided by law;
18 40. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and
20 41. For such other and further relief as the Court may deem equitable and
21 appropriate.

22 **As to the Seventh Cause of Action**

- 23 42. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
25 overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay
26 during their employment;
27 43. For all actual, consequential and incidental losses and damages, according to
28 proof;

44. For statutory penalties 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 the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 246 and 248.6 (by failing to properly calculate sick leave pay and provide written notice of paid sick leave available); and 2802 (by failing to reimburse business expenses);

49. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

50. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d),

1 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

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

3 52. For such other and further relief as the Court may deem equitable and
4 appropriate.

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

6 53. That the Court declare, adjudge and decree that Defendants' conduct of failing
7 to provide Plaintiff and class members all overtime wages due to them, failing to include all
8 forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or
9 meal and rest period premiums to Plaintiff and class members, failing to provide Plaintiff and
10 class members all minimum wages due to them, failing to provide Plaintiff and class members
11 all meal periods, failing to authorize and permit Plaintiff and class members to take all rest
12 periods, failing to provide Plaintiff and class members accurate and complete wage
13 statements, failing to maintain accurate payroll records for Plaintiff and class members, failing
14 to timely pay Plaintiff and class members all earned wages during employment, and failing to
15 properly calculate Plaintiff's and class members' sick leave rates of pay and provide written
16 notice of paid sick leave, constitutes an unlawful business practice in violation of California
17 Business and Professions Code sections 17200, *et seq.*;

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

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

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

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

28 //

As to the Tenth Cause of Action

58. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under California Labor Code section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

59. For restitution of the statutory benefits under California Labor Code section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

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

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

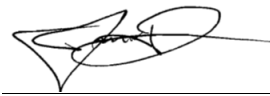
62. For pre-judgment and post-judgment interest as provided by law; and

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

Dated: August 1, 2024

Respectfully submitted,

Capstone Law APC

By: 

Robert Drexler
Molly DeSario
Jonathan Lee

Attorneys for Plaintiff Destiny Cuevas

EXHIBIT “1”



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
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September 25, 2023

VIA ONLINE SUBMISSION

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

Subject: *Destiny Cuevas v. DWWCT LLC, et al.*

Dear PAGA Administrator:

This office represents Destiny Cuevas in connection with her claims under the California Labor Code. Ms. Cuevas was an employee of DWWCT LLC; DWWA, INC.; DWWH, INC.; DWWJN, INC.; DWWCM, INC.; DWWGH LLC; DWWMO, INC.; DWWPV, LLC; DWWSA, INC.; DWWSB, INC.; DWWTL, INC.; DWWTO; DWWTR; DWWVF, INC.; and/or DAVID WILSON'S FORD OF ORANGE. For the purpose of this letter, Ms. Cuevas collectively refers to these entities as "DWW."

The employers may be contacted directly at the addresses below:

DWWCT LLC
601 AUTO CENTER DRIVE
CLAREMONT, CA 91711

DWWA, INC.
8375 E LA PALMA AVE
ANAHEIM, CA 92807

DWWH, INC.
8323 E LA PALMA AVE
ANAHEIM, CA 92807

DWWJN, INC.
1485 N TUSTIN ST
ORANGE, CA 92867

DWWCM, INC.
1966 HARBOR BLVD
COSTA MESA, CA 92627

DWWGH LLC
15541 S. WESTERN AVE.
GARDENA, CA 90249

DWWMO, INC.
1400 N. TUSTIN ST.
ORANGE, CA 92867

DWWPV, LLC
1400 N TUSTIN ST
ORANGE, CA 92867

DWWSA, INC.
1505 AUTO MALL DRIVE
SANTA ANA, CA 92705

DWWSB, INC.
18416 S WESTERN AVE
GARDENA, CA 90248

DWWTL, INC
45 AUTO CENTER DR
TUSTIN, CA 92782

DWWTO
1400 N. TUSTIN, CA
ORANGE, CA 92867

DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504

DWWVF, INC.
1400 N. TUSTIN AVE.
ORANGE, CA 92867

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865

DAVID WILSON'S FORD OF ORANGE
1400 NORTH TUSTIN STREET
ORANGE, CA 92867

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

DWW employed Ms. Cuevas as an hourly paid, non-exempt employee from approximately February 2022 to June 2023. Ms. Cuevas worked as a Sales "BDC" and Sales Client Care Representative for DWW's Claremont Toyota location in Claremont, California. During her employment, Ms. Cuevas typically worked eight (8) hours or more per day and five (5) days per week. By the end of her employment, Ms. Cuevas was compensated approximately \$18.00 per hour. Her job duties included, without limitation, communicating with potential sales leads and coordinating appointments for sales staff.

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

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

DWWCT LLC; DWWGH LLC; and DWWPV, LLC are California limited liability companies, while DWWA, INC.; DWWH, INC.; DWWJN, INC.; DWWCM, INC.; DWWMO, INC.; DWWSA, INC.; DWWSB, INC.; DWWTL, INC.; DWWTO; DWWTR; DWWVF, INC.; and DAVID

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

WILSON'S FORD OF ORANGE are California corporations. Together, they are one of the largest privately held automotive groups in the United States, with over 18 car dealership locations nationwide and approximately 14 located in California. Upon information and belief, DWW maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Claremont or Orange, California, for all non-exempt, hourly paid employees working for DWW in California, including Ms. Cuevas and other aggrieved employees. At all relevant times, DWW issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Cuevas and other aggrieved employees, regardless of their location or position.

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

DWW willfully failed to pay all overtime wages owed to Ms. Cuevas and other aggrieved employees. During the relevant time period, Ms. Cuevas 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, DWW had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Cuevas 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. Because DWW discouraged overtime accrual by, among other things, altering and/or falsifying timesheets, along with DWW's assignment of heavy workloads and productivity requirements (*see infra*), Ms. Cuevas and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked.

For example, Ms. Cuevas and other aggrieved employees were required to respond to phone communications from potential customers before and after their shifts or on their days off. For instance, at least once per week, Ms. Cuevas was required to answer work-related phone calls and live chat messages from sales leads, while off-the-clock, to discuss the coordination of sales

appointments, provide product information, or present them with initial financing options, which sometimes could take up to one (1) hour. However, DWW did not provide Ms. Cuevas with a method for capturing the hours she worked outside of DWW's premises. As another example, Ms. Cuevas sometimes continued working past her scheduled shift end-time to complete her daily sales lead contact attempts in order to be eligible for DWW's nondiscretionary bonus program (*see infra*). Ms. Cuevas attempted to record this time spent working, but, on information and belief, DWW's management would alter her timesheets and shave off the time spent completing assigned duties to avoid payment of additional wages. As a final example, Ms. Cuevas was required to spend at least a few hours at the end of each month reviewing DWW's sales tracking software to ensure the productivity requirements she met for that month were accurately recorded, but was not compensated for this time worked. Thus, DWW failed to track the time Ms. Cuevas and other aggrieved employees spent completing their duties, and Ms. Cuevas and other aggrieved employees received no compensation for this time.

Second, during the relevant time period, DWW had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, including pressuring employees to meet productivity expectations and sales metrics, such as making 190 outbound sales lead contact attempts per day. DWW's policies and/or practices resulted in a failure to provide Ms. Cuevas and other aggrieved employees with adequate meal period coverage. Moreover, DWW also failed to adhere to a schedule for meal periods, which further caused Ms. Cuevas and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. Cuevas and other aggrieved employees were not afforded uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. For example, Ms. Cuevas worked through her meal periods due to the heavy workload, understaffing, and lack of coverage available. Additionally, Ms. Cuevas's meal periods were interrupted because she would be required to answer calls from inbound sales leads while she was taking her meal periods, due to the lack of coverage available. Thus, Ms. Cuevas and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. DWW did not compensate Ms. Cuevas and other aggrieved employees for the time they spent working off the clock during meal periods.

Further, because DWW frowned upon employees accruing meal period penalties, DWW's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by DWW. Thus, DWW did not record all hours worked during meal periods, and Ms. Cuevas and other aggrieved employees performed work during meal periods for which they were not paid.

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

Moreover, in addition to an hourly wage, DWW paid Ms. Cuevas and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, on information and belief, DWW failed to incorporate all remunerations, including incentive pay, nondiscretionary bonuses, and/or other forms of

remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Cuevas and other aggrieved employees worked overtime and received these other forms of pay, DWW failed to pay all overtime wages by paying a lower overtime rate than required.

For example, DWW paid Ms. Cuevas and other aggrieved employees incentive pay and/or nondiscretionary bonuses, which were listed on Ms. Cuevas's and other aggrieved employees' wage statements as "MONTHLY BONUS" and/or "CASH BONUS." During pay periods that Ms. Cuevas and other aggrieved employees were paid overtime wages, DWW did not incorporate these payments into Ms. Cuevas's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, DWW paid Ms. Cuevas and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. DWW's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Ms. Cuevas and other aggrieved employees on a company-wide basis.

DWW's failure to pay Ms. Cuevas 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. Cuevas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

As stated, during the relevant time period, due to DWW's restrictions on overtime accrual, DWW systematically failed to pay Ms. Cuevas and other aggrieved employees for actual hours worked, because these hours were not accurately recorded. Ms. Cuevas and other aggrieved employees were required to perform work off-the-clock before and after their shifts and on days off, such as answering phone calls and live chat messages from sales leads, attempting to contact sales leads, and reviewing sales tracking records. Thus, DWW failed to track this time Ms. Cuevas and other aggrieved employees spent working off-the-clock, and Ms. Cuevas and other aggrieved employees received no compensation for this time.

Additionally, as set forth above, due to DWW's policies and/or practices of understaffing its locations, assignment of heavy workloads, failure to adhere to a schedule for meal periods, and subsequent lack of meal period coverage, Ms. Cuevas 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. In addition, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, DWW's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, but required them to continue working, time for which they were not paid.

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

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

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

As stated above, DWW had, and continues to have, a company-wide policy and/or practice of understaffing its locations, which, combined with the practice of assigning heavy workloads, including pressuring employees to meet productivity expectations and sales metrics, discouraging employees from incurring overtime, and failing to adhere to a schedule for meal periods, resulted in a lack of meal period coverage and prevented Ms. Cuevas and other aggrieved employees from taking all timely meal periods to which they were entitled. As a result, Ms. Cuevas and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, as stated, Ms. Cuevas missed her meal periods and had them interrupted, due to the lack of coverage available, heavy workload, and in order to respond to respond to sales calls and meet DWW's productivity expectations. As a further example, Ms. Cuevas often could not take her meal periods until more than five (5) hours into her shifts, due to the heavy workload and lack of coverage.

Moreover, as stated, because DWW frowned upon employees accruing meal period penalties, DWW's management pressured Ms. Cuevas and other aggrieved employees to clock out for meal periods to reflect compliant meal periods and/or adjusted employee time records, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by DWW. For example, at least a few times per week, Ms. Cuevas was

required to clock out for her meal periods to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely meal periods.

Furthermore, DWW did not provide Ms. Cuevas and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, during her employment, Ms. Cuevas worked several shifts in excess of ten (10) hours per day, and was not provided a second meal period during these shifts. Ms. Cuevas 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 mentioned herein, DWW knew or should have known that as a result of its policies, Ms. Cuevas and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. DWW further knew or should have known that it did not pay Ms. Cuevas and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, DWW engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Cuevas and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that DWW did pay Ms. Cuevas and other aggrieved employees for missed, late, and interrupted meal periods, DWW did not pay Ms. Cuevas and other aggrieved employees at the correct rate of pay for premiums because DWW systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

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

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

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

During the relevant time period, DWW regularly failed to authorize and permit Ms. Cuevas 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, DWW's policies and/or practices of understaffing and assignment of heavy workloads prevented Ms. Cuevas and other aggrieved employees from being relieved of all duty to take their rest periods. DWW also failed to adhere to a schedule for rest periods, which further led to Ms. Cuevas and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, on information and belief, DWW maintained a company-wide on-premises rest period policy, which mandated that Ms. Cuevas and/or other aggrieved employees remain on DWW's premises during their rest periods. Because Ms. Cuevas and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, DWW effectively maintained control over Ms. Cuevas and/or other aggrieved employees during rest periods.

As a result of DWW's practices and policies, Ms. Cuevas and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Cuevas had to forego some of her rest periods in order to handle the heavy workload and due to the lack of coverage. When Ms. Cuevas was able to take her rest periods, they were often interrupted in order to keep up with DWW's customer service and productivity expectations.

DWW 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 or permitted. Because of this practice and/or policy, Ms. Cuevas and other aggrieved employees have not received premium pay for missed rest periods. Alternatively, to the extent that DWW did pay Ms. Cuevas and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, DWW did not pay Ms. Cuevas and other aggrieved employees at the correct rate of pay for premiums because DWW failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

Violation of California Labor Code §§ 226(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. DWW has not provided Ms. Cuevas 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, DWW has knowingly and intentionally provided Ms. Cuevas and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, DWW issued uniform wage statements to Ms. Cuevas 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, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, DWW violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, because DWW did not record the time Ms. Cuevas and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), DWW did not list the correct amount of gross wages and net wages earned by Ms. Cuevas and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, DWW failed to accurately list the total number of the hours worked by Ms. Cuevas and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which 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), DWW willfully failed to maintain accurate payroll records for Ms. Cuevas 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, DWW 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 if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Cuevas and other aggrieved employees in violation of section 1198. Furthermore, in light of DWW’s failure to provide Ms. Cuevas and other aggrieved employees with second 30-minute meal periods to which they were entitled, DWW kept no records of meal start and end times for second meal periods.

Because DWW failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Cuevas 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. Cuevas 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. Cuevas and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

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

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

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

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

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

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

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

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

Violation of California Labor Code § 246 and 248.6 – Failure to Properly Calculate Paid Sick Leave and Provide Written Notice of Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) “[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.”

At all relevant times herein, California Labor Code section 248.6 provides covered employees with COVID-19 supplemental paid sick leave. California Labor Code section 248.6(b)(3)(A) provides that each hour of COVID-19 supplemental paid sick leave shall be compensated at a rate equal to the following: 1) “[c]alculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[c]alculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total nonovertime hours worked in the full pay periods occurring within the prior 90 days of employment; provided that, for nonexempt employees paid by piece rate, commission or other method that uses all hours to determine the regular rate of pay, total wages, not including overtime premium pay, shall be divided by all hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this subdivision.”

During the relevant time period, DWW did not pay Ms. Cuevas and other aggrieved employees the correct sick leave rates of pay. As stated, in addition to an hourly wage, DWW paid Ms. Cuevas and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, DWW failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the

regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Ms. Cuevas and other aggrieved employees took sick leave and received these other forms of pay, DWW failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, DWW paid Ms. Cuevas and other aggrieved employees based on their hourly rate of pay instead of their regular rate of pay.

Moreover, during the relevant time period, on information and belief, DWW has failed to provide Mr. Cuevas and other aggrieved employees with written notice on all wage statements that listed the amount of COVID-19 supplemental paid sick leave used by them.

DWW's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Ms. Cuevas and other aggrieved employees on a company-wide basis in violation of Labor Code sections 246(l) and 248.6(b)(3)(A). Moreover, DWW's systematic failure to provide written notice of sick leave benefits (including COVID-19 supplemental paid sick leave benefits) to Ms. Cuevas and other aggrieved employees is in violation of Labor Code section 246(i).

Ms. Cuevas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

During the relevant time period, DWW had a company-wide policy of requiring Ms. Cuevas and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but DWW failed to reimburse them fully for the costs of their work-related mobile device expenses. For example, Ms. Cuevas and other aggrieved employees were required to use their mobile data to download and utilize mobile applications for contacting and tracking sales leads. Although DWW required Ms. Cuevas and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, DWW failed to reimburse them all of these costs.

DWW could have provided Ms. Cuevas and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, or, DWW could have reimbursed employees for the costs of their mobile device usage. Instead, DWW passed these operating costs off onto Ms. Cuevas and other aggrieved employees.

Thus, DWW 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.

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

California Labor Code § 558(a)

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

Accordingly, Ms. Cuevas seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Cuevas, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against DWW for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

Pre-Litigation Demand

This notice shall further serve as Ms. Cuevas's reasonable attempt to settle her dispute with DWW prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform DWW of Ms. Cuevas's aforementioned grievances and the proposed remedies as detailed below, while affording DWW a reasonable opportunity to satisfy Ms. Cuevas's demands.

Demand is hereby made that DWW shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. DWW shall pay Ms. Cuevas and all other aggrieved employees employed by DWW at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. DWW shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. DWW shall conduct a survey or interview all current and former aggrieved employees in California who worked for DWW in the past three years to obtain information from them

regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted, and the number of employees who were required to pay for mobile device expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. DWW shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. DWW also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. DWW shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for DWW's benefit, including, but not limited to, costs of mobile device usage or other expenditures, as required by Labor Code section 2802.
6. DWW shall pay accrued legal interest to Ms. Cuevas and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. DWW shall provide Ms. Cuevas and all aggrieved employees employed by DWW at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. DWW shall properly calculate aggrieved employees' rates of pay for overtime, meal and rest period premiums, and paid sick leave based on all remuneration paid, pursuant to Labor Code Sections 226.7, 510, 246(l), and 248.6(b)(3)(A). Additionally, DWW shall provide aggrieved employees with written notice on wage statements and/or other separate written statements that list the amount of COVID-19 supplemental paid sick leave used by them, as required by Labor Code section 248.6(d).
9. DWW shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. DWW shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 7-2001, section 20.

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 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by a series of dots indicating the end of the signature.

Alexander Lima

Copy: DWWCT LLC (via U.S. Certified Mail); DWWA, INC. (via U.S. Certified Mail); DWWH, INC. (via U.S. Certified Mail); DWWJN, INC. (via U.S. Certified Mail); DWWCM, INC. (via U.S. Certified Mail); DWWGH LLC (via U.S. Certified Mail); DWWMO, INC. (via U.S. Certified Mail); DWWPV, LLC (via U.S. Certified Mail); DWWSA, INC. (via U.S. Certified Mail); DWWSB, INC. (via U.S. Certified Mail); DWWTL, INC. (via U.S. Certified Mail); DWWTO (via U.S. Certified Mail); DWWTR (via U.S. Certified Mail); DWWVF, INC. (via U.S. Certified Mail); and/or DAVID WILSON'S FORD OF ORANGE (via U.S. Certified Mail)

7022 2410 0000 2405 9990

DWWCT LLC
601 AUTO CENTER DRIVE
CLAREMONT, CA 91711

DW\WCT LLC
601 AUTO CENTER DRIVE
CLAREMONT, CA 91711

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DWWCT LLC
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CLAREMONT, CA 91711

10

0666 5042 0000 0742 2202

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

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7022 2410 0000 2406 0002

DWWA, INC.
8375 E LA PALMA AVE
ANAHEIM, CA 92807

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DWWA, INC.
8375 E LA PALMA AVE
ANAHEIM, CA 92807

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DWWA, INC.
8375 E LA PALMA AVE
ANAHEIM, CA 92807



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

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Addressee

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- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail[®]
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- ☐ Collect on Delivery
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Article Number

Domestic Return Receipt

CERTIFIED MAIL



7022 2410 0000 2264 5027

DWWH, INC.
8323 E LA PALMA AVE
ANAHEIM, CA 92807

DWWH, INC.
8323 E LA PALMA AVE
ANAHEIM, CA 92807

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DWW/H, INC.

8323 E LA PALMA AVE
ANAHEIM, CA 92807

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X

B. Received by (Printed Name)

Faktor

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1

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8323 E LA PALMA AVE
ANAHEIM, CA 92807

PE From 3800 April 2016 until 2017 2017

See Elsevier for Instructions

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



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DWWJN, INC.
1485 N TUSTIN ST
ORANGE, CA 92867

DWWJN, INC.
1485 N TUSTIN ST
ORANGE, CA 92867

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DWWJN, INC.
1485 N TUSTIN ST
ORANGE, CA 92867



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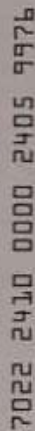
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Appendix 1

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DWWCM, INC.
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COSTA MESA, CA 92627

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DWVCM, INC.
1966 HARBOR BLVD
COSTA MESA, CA 92627



9590 9402 7690 2122 7224 06

2 Article Number (Transfer from service label)

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DWVGH LLC

Signature of Addressee
Return Receipt (optional)
Postmark

DWVGH LLC
15541 S. WESTERN AVE.
GARDENA, CA 90249

See Reverse for Instructions

7022 2410 0000 2264 5010

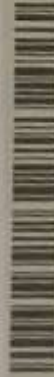
DWVGH LLC
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GARDENA, CA 90249

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DWVGH LLC
15541 S. WESTERN AVE.
GARDENA, CA 90249



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Los Angeles, CA. 90067



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DWWMO, INC.
1400 N. TUSTIN ST.
ORANGE, CA 92867

DWWMO, INC.
1400 N. TUSTIN ST.
ORANGE, CA 92867

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DWWMO, INC.
1400 N. TUSTIN ST.
ORANGE, CA 92867



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Service Type

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Los Angeles, CA. 90067



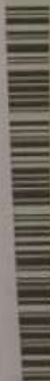
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DWWPV, LLC
1400 N TUSTIN ST
ORANGE, CA 92867

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DWWPV, LLC
1400 N TUSTIN ST
ORANGE, CA 92867



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X

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

Journal of the American Medical Association

Is delivery address different from item 1?

If YES, enter delivery address below:

Invoice Type

Adult Signature Restricted Delivery
Certified Mail

Certified Mail Restricted Delivery

Collect on Delivery
Collect on Delivery Restricted Delivery

36

☐ Priority Mail Express®

☐ Registered Mail™
☐ Registered Mail Restricted

☐ Signature Confirmation™

☐ Signature Confirmation
Restricted Delivery

Journal of the American Academy of Child and Adolescent Psychiatry

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



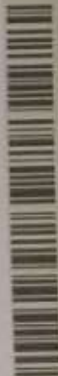
7022 2410 0000 2264 5069

DWWSA, INC.
1505 AUTO MALL DRIVE
SANTA ANA, CA 92705

SENDER: COMPLETE THIS SECTION

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

DWWSA, INC.
1505 AUTO MALL DRIVE
SANTA ANA, CA 92705



9590 9402 7690 2122 7223 45

2. Address and phone number from previous label

7022 2410 0000 2264 5069

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

Received by (Printed Name) C. Date of Delivery

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

Service Type

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

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

7022 2410 0000 2264 5069

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Ce

☐ Ai

☐ Ad

Postage

Total \$

Street

City

DWWSA, INC.
1505 AUTO MALL DRIVE
SANTA ANA, CA 92705

PS Form 3800, April 2015 PSN 7530-02-000-9047

Send Payment to: PSN 7530-02-000-9047

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



7022 2410 0000 2264 5072

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OFFICIAL USE

Original Mail Fee

Costs for Postage & Fees (Printed by, and for the use of, the addressee)

Postage & Fees (Printed by, and for the use of, the addressee)

Postage & Fees (Printed by, and for the use of, the addressee)

DWWSB, INC.
18416 S WESTERN AVE
GARDENA, CA 90248

PS Form 3800, April 2015 PSN 7530-02-000-9053

See Reverse for Instructions

DWWSB, INC.
18416 S WESTERN AVE
GARDENA, CA 90248

SENDER: COMPLETE THIS SECTION

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

DWWSB, INC.
18416 S WESTERN AVE
GARDENA, CA 90248



9590 9402 7690 2122 7223 38

2. Article Number (Transfer from previous label)

7022 2410 0000 2264 5072

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

□ Agent

□ Addressee

C. Date of Delivery

Is delivery address different from item 1? □ Yes

If YES, enter delivery address below: □ No

a. Service Type

□ Adult Signature

□ Adult Signature Restricted Delivery

□ Certified Mail®

□ Certified Mail Restricted Delivery

□ Collect on Delivery

□ Collect on Delivery Restricted Delivery

□ Insured Mail

□ Insured Mail Restricted Delivery

□ Priority Mail Express®

□ Registered Mail™

□ Registered Mail Restricted Delivery

□ Signature Confirmation™

□ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2264 5065

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

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

OFFICIAL USE

Certified Mail Fee

PSN 7530-02-000-9053

When Received (Postmark)

Return Receipt Mailed

DWWTL, INC
45 AUTO CENTER DR
TUSTIN, CA 92782

PS Form 3800, April 2015 PSN 7530-02-000-9053

See Reverse for Instructions

DWWTL, INC
45 AUTO CENTER DR
TUSTIN, CA 92782

SENDER: COMPLETE THIS SECTION

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

DWWTL, INC
45 AUTO CENTER DR
TUSTIN, CA 92782



9590 9402 7690 2122 7223 21

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5065

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

Domestic Return Receipt

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



7022 2410 0000 2264 5058

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

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

OFFICIAL USE

CUEVAS,
DUNCAN

Postmark

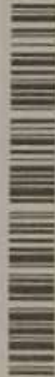
DWWTO
1400 N. TUSTIN, CA
ORANGE, CA 92867

DWWTO
1400 N. TUSTIN, CA
ORANGE, CA 92867

SENDER: COMPLETE THIS SECTION

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

See back for more information that needs to be sent.



9590 9402 7690 2122 7223 14

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5058

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
- ☒ Addressee

Received by (Printed Name) C. Date of Delivery

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

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

Domestic Return Receipt

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



7022 2410 0000 2264 5034

DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504

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

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

OFFICIAL USE

CUEVAS V.
DWWCT

Postmark

DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504

SENDER: COMPLETE THIS SECTION

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

DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504



9590 9402 7690 2122 7222 91

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5034

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

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

Domestic Return Receipt

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



7022 2410 0000 2264 5041

U.S. Postal Service[™]
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Domestic Mail Only

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OFFICIAL USE

7022 2410 0000 2264 5041
DWWVF, INC.
1400 N. TUSTIN AVE.
ORANGE, CA 92867

Postage & Fees paid by addressee
Postage (Electronic) \$
Postage (Physical) \$
Postage (Registered) \$
Postage (Certified) \$
Postage (Priority) \$
Postage (Express) \$
Postage (Other) \$
Postage (Total) \$

DWWVF, INC.
1400 N. TUSTIN AVE.
ORANGE, CA 92867

PS Form 3800, April 2015 PSN 7530-02-000-9053

DWWVF, INC.
1400 N. TUSTIN AVE.
ORANGE, CA 92867

SENDER: COMPLETE THIS SECTION

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

DWWVF, INC.
1400 N. TUSTIN AVE.
ORANGE, CA 92867



2. Article Number (Transfer from service label)
9590 9402 7690 2122 7223 07

7022 2410 0000 2264 5041

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ Agent
☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery

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

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

Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2264 5119

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865

SENDER: COMPLETE THIS SECTION

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

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865



7022 2410 0000 2264 5119

COMPLETE THIS SECTION ON DELIVERY

A. Signature		☐ Agent
☒		☐ Addressee
B. Received by (Printed Name)	C. Date of Delivery	

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

Service Type	☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Restricted Delivery
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U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

CUEVA S J
DWWVF

PS Form 3800, April 2014 PSN 7530-02-000-9047

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865

7022 2410 0000 2264 5119

GENERAL MAIL



2015 4922 0000 0142 2202

DAVID WILSON'S FORD
OF ORANGE
1400 NORTH TUSTIN STREET
ORANGE, CA 92867

DAVID WILSON'S FORD
OF ORANGE
1400 NORTH TUSTIN STREET
ORANGE, CA 92867

SENDER: COMPLETE THIS SECTION

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

DAVID WILSON'S FORD
OF ORANGE
0 NORTH TUSTIN STRE
ORANGE, CA 92867

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

A. Received by (Printed Name)	C. Date of Delivery
-------------------------------	---------------------

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

Service Type

Adult Signature _____

1. Adult Signature Restricted Delivery

● Certified Mail®
● Certified Mail Restricted Delivery

Collect on Delivery

☐ Collect on Delivery Restricted Delivery

Restricted Delivery

Restricted Delivery

1

Domestic Return Receipt

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

Per ulteriori informazioni, visitate il nostro sito www.italy.com

OFFICIAL USE

1991

2007

over

1

Figure 1

DAVID WILSON'S FORD
OF ORANGE
1400 NORTH TUSTIN STREET
ORANGE, CA 92867

800.678.2263

2075 4922 0000 0742 2202

800.678.2263

SENDER: COMPLETE THIS SECTION

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

1. DWWCT LLC
601 AUTO CENTER DRIVE
CLAREMONT, CA 91711



9590 9402 7690 2122 7224 20

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9990

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature] ☐ Agent ☐ Addressee

Received by (Printed Name) Sophia Hood C. Date of Delivery

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

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

SENDER: COMPLETE THIS SECTION

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

1. DWWTL, INC
45 AUTO CENTER DR
TUSTIN, CA 92782



9590 9402 7690 2122 7223 21

2. Article Number (Transfer from service label)
7022 2410 0000 2264 5065

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature] ☐ Agent ☐ Addressee

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

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

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

SENDER: COMPLETE THIS SECTION

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

DWWCM, INC.
1966 HARBOR BLVD
COSTA MESA, CA 92627



9590 9402 7690 2122 7224 06

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9976

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature] ☐ Agent ☐ Addressee

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504



9590 9402 7690 2122 7222 91

2. Article Number (Transfer from service label)
7022 2410 0000 2264 5034

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature] ☐ Agent ☐ Addressee

Received by (Printed Name) [Signature] C. Date of Delivery

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

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

SENDER: COMPLETE THIS SECTION

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

DWWTO
1400 N. TUSTIN, CA
ORANGE, CA 92867



9590 9402 7690 2122 7223 14

2 Article Number (Transfer from service label)

7022 2410 0000 2264 5058

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Restricted Delivery

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

DAVID WILSON'S FORD
OF ORANGE
1400 NORTH TUSTIN STREET
ORANGE, CA 92867



2 Article Number (Transfer from service label)

7022 2410 0000 2264 5102

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

1. Service Type

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

Restricted Delivery

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse
so that we can return the card to you.
Attach this card to the back of the mailpiece,
or on the front if space permits.

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865



2. Article Number (Transfer from service label)

7022 2410 0000 2264 5119

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Kouflier J* ☐ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery

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

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

Mail
Mail Restricted Delivery
(00)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

DWWVF, INC.
1400 N. TUSTIN AVE.
ORANGE, CA 92867



9590 9402 7690 2122 7223 07

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5041

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Ad* ☐ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery

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

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

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

DWWJN, INC.
1485 N TUSTIN ST
ORANGE, CA 92867



9590 9402 7690 2122 7223 90

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9969

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ <i>Isabel Castro</i> ☐ Agent ☐ Addressee	
DWWSB, INC. 18416 S WESTERN AVE GARDENA, CA 90248		B. Received by (Printed Name) <i>Isabel Castro</i> C. Date of Delivery <i>9/27/23</i>	
9590 9402 7690 2122 7223 38		3. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	
2. Article Number (Transfer from service label) 7022 2410 0000 2264 5072		Restricted Delivery (over \$500)	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒ <i>[Signature]</i> ☐ Agent ☐ Addressee	
DWWGH LLC 15541 S. WESTERN AVE. GARDENA, CA 90249		B. Received by (Printed Name) C. Date of Delivery <i>9/27/23</i>	
9590 9402 7690 2122 7223 83		3. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	
2. Article Number (Transfer from service label) 7022 2410 0000 2264 5010		Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	



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

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

September 25, 2023

VIA ONLINE SUBMISSION

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

Subject: *Destiny Cuevas v. DWWCT LLC, et al.*

Dear PAGA Administrator:

This office represents Destiny Cuevas in connection with her claims under the California Labor Code. Ms. Cuevas was an employee of DWWCT LLC; DWWA, INC.; DWWH, INC.; DWWJN, INC.; DWWCM, INC.; DWWGH LLC; DWWMO, INC.; DWWPV, LLC; DWWSA, INC.; DWWSB, INC.; DWWTL, INC.; DWWTO; DWWTR; DWWVF, INC.; and/or DAVID WILSON'S FORD OF ORANGE. For the purpose of this letter, Ms. Cuevas collectively refers to these entities as "DWW."

The employers may be contacted directly at the addresses below:

DWWCT LLC
601 AUTO CENTER DRIVE
CLAREMONT, CA 91711

DWWA, INC.
8375 E LA PALMA AVE
ANAHEIM, CA 92807

DWWH, INC.
8323 E LA PALMA AVE
ANAHEIM, CA 92807

DWWJN, INC.
1485 N TUSTIN ST
ORANGE, CA 92867

DWWCM, INC.
1966 HARBOR BLVD
COSTA MESA, CA 92627

DWWGH LLC
15541 S. WESTERN AVE.
GARDENA, CA 90249

DWWMO, INC.
1400 N. TUSTIN ST.
ORANGE, CA 92867

DWWPV, LLC
1400 N TUSTIN ST
ORANGE, CA 92867

DWWSA, INC.
1505 AUTO MALL DRIVE
SANTA ANA, CA 92705

DWWSB, INC.
18416 S WESTERN AVE
GARDENA, CA 90248

DWWTL, INC
45 AUTO CENTER DR
TUSTIN, CA 92782

DWWTO
1400 N. TUSTIN, CA
ORANGE, CA 92867

DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504

DWWVF, INC.
1400 N. TUSTIN AVE.
ORANGE, CA 92867

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865

DAVID WILSON'S FORD OF ORANGE
1400 NORTH TUSTIN STREET
ORANGE, CA 92867

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

DWW employed Ms. Cuevas as an hourly paid, non-exempt employee from approximately February 2022 to June 2023. Ms. Cuevas worked as a Sales "BDC" and Sales Client Care Representative for DWW's Claremont Toyota location in Claremont, California. During her employment, Ms. Cuevas typically worked eight (8) hours or more per day and five (5) days per week. By the end of her employment, Ms. Cuevas was compensated approximately \$18.00 per hour. Her job duties included, without limitation, communicating with potential sales leads and coordinating appointments for sales staff.

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

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

DWWCT LLC; DWWGH LLC; and DWWPV, LLC are California limited liability companies, while DWWA, INC.; DWWH, INC.; DWWJN, INC.; DWWCM, INC.; DWWMO, INC.; DWWSA, INC.; DWWSB, INC.; DWWTL, INC.; DWWTO; DWWTR; DWWVF, INC.; and DAVID

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

WILSON'S FORD OF ORANGE are California corporations. Together, they are one of the largest privately held automotive groups in the United States, with over 18 car dealership locations nationwide and approximately 14 located in California. Upon information and belief, DWW maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Claremont or Orange, California, for all non-exempt, hourly paid employees working for DWW in California, including Ms. Cuevas and other aggrieved employees. At all relevant times, DWW issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Cuevas and other aggrieved employees, regardless of their location or position.

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

DWW willfully failed to pay all overtime wages owed to Ms. Cuevas and other aggrieved employees. During the relevant time period, Ms. Cuevas 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, DWW had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Cuevas 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. Because DWW discouraged overtime accrual by, among other things, altering and/or falsifying timesheets, along with DWW's assignment of heavy workloads and productivity requirements (*see infra*), Ms. Cuevas and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked.

For example, Ms. Cuevas and other aggrieved employees were required to respond to phone communications from potential customers before and after their shifts or on their days off. For instance, at least once per week, Ms. Cuevas was required to answer work-related phone calls and live chat messages from sales leads, while off-the-clock, to discuss the coordination of sales

appointments, provide product information, or present them with initial financing options, which sometimes could take up to one (1) hour. However, DWW did not provide Ms. Cuevas with a method for capturing the hours she worked outside of DWW's premises. As another example, Ms. Cuevas sometimes continued working past her scheduled shift end-time to complete her daily sales lead contact attempts in order to be eligible for DWW's nondiscretionary bonus program (*see infra*). Ms. Cuevas attempted to record this time spent working, but, on information and belief, DWW's management would alter her timesheets and shave off the time spent completing assigned duties to avoid payment of additional wages. As a final example, Ms. Cuevas was required to spend at least a few hours at the end of each month reviewing DWW's sales tracking software to ensure the productivity requirements she met for that month were accurately recorded, but was not compensated for this time worked. Thus, DWW failed to track the time Ms. Cuevas and other aggrieved employees spent completing their duties, and Ms. Cuevas and other aggrieved employees received no compensation for this time.

Second, during the relevant time period, DWW had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, including pressuring employees to meet productivity expectations and sales metrics, such as making 190 outbound sales lead contact attempts per day. DWW's policies and/or practices resulted in a failure to provide Ms. Cuevas and other aggrieved employees with adequate meal period coverage. Moreover, DWW also failed to adhere to a schedule for meal periods, which further caused Ms. Cuevas and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. Cuevas and other aggrieved employees were not afforded uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. For example, Ms. Cuevas worked through her meal periods due to the heavy workload, understaffing, and lack of coverage available. Additionally, Ms. Cuevas's meal periods were interrupted because she would be required to answer calls from inbound sales leads while she was taking her meal periods, due to the lack of coverage available. Thus, Ms. Cuevas and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. DWW did not compensate Ms. Cuevas and other aggrieved employees for the time they spent working off the clock during meal periods.

Further, because DWW frowned upon employees accruing meal period penalties, DWW's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by DWW. Thus, DWW did not record all hours worked during meal periods, and Ms. Cuevas and other aggrieved employees performed work during meal periods for which they were not paid.

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

Moreover, in addition to an hourly wage, DWW paid Ms. Cuevas and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, on information and belief, DWW failed to incorporate all remunerations, including incentive pay, nondiscretionary bonuses, and/or other forms of

remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Cuevas and other aggrieved employees worked overtime and received these other forms of pay, DWW failed to pay all overtime wages by paying a lower overtime rate than required.

For example, DWW paid Ms. Cuevas and other aggrieved employees incentive pay and/or nondiscretionary bonuses, which were listed on Ms. Cuevas's and other aggrieved employees' wage statements as "MONTHLY BONUS" and/or "CASH BONUS." During pay periods that Ms. Cuevas and other aggrieved employees were paid overtime wages, DWW did not incorporate these payments into Ms. Cuevas's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, DWW paid Ms. Cuevas and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. DWW's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Ms. Cuevas and other aggrieved employees on a company-wide basis.

DWW's failure to pay Ms. Cuevas 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. Cuevas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

As stated, during the relevant time period, due to DWW's restrictions on overtime accrual, DWW systematically failed to pay Ms. Cuevas and other aggrieved employees for actual hours worked, because these hours were not accurately recorded. Ms. Cuevas and other aggrieved employees were required to perform work off-the-clock before and after their shifts and on days off, such as answering phone calls and live chat messages from sales leads, attempting to contact sales leads, and reviewing sales tracking records. Thus, DWW failed to track this time Ms. Cuevas and other aggrieved employees spent working off-the-clock, and Ms. Cuevas and other aggrieved employees received no compensation for this time.

Additionally, as set forth above, due to DWW's policies and/or practices of understaffing its locations, assignment of heavy workloads, failure to adhere to a schedule for meal periods, and subsequent lack of meal period coverage, Ms. Cuevas 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. In addition, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, DWW's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, but required them to continue working, time for which they were not paid.

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

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

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

As stated above, DWW had, and continues to have, a company-wide policy and/or practice of understaffing its locations, which, combined with the practice of assigning heavy workloads, including pressuring employees to meet productivity expectations and sales metrics, discouraging employees from incurring overtime, and failing to adhere to a schedule for meal periods, resulted in a lack of meal period coverage and prevented Ms. Cuevas and other aggrieved employees from taking all timely meal periods to which they were entitled. As a result, Ms. Cuevas and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, as stated, Ms. Cuevas missed her meal periods and had them interrupted, due to the lack of coverage available, heavy workload, and in order to respond to respond to sales calls and meet DWW's productivity expectations. As a further example, Ms. Cuevas often could not take her meal periods until more than five (5) hours into her shifts, due to the heavy workload and lack of coverage.

Moreover, as stated, because DWW frowned upon employees accruing meal period penalties, DWW's management pressured Ms. Cuevas and other aggrieved employees to clock out for meal periods to reflect compliant meal periods and/or adjusted employee time records, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by DWW. For example, at least a few times per week, Ms. Cuevas was

required to clock out for her meal periods to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely meal periods.

Furthermore, DWW did not provide Ms. Cuevas and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, during her employment, Ms. Cuevas worked several shifts in excess of ten (10) hours per day, and was not provided a second meal period during these shifts. Ms. Cuevas 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 mentioned herein, DWW knew or should have known that as a result of its policies, Ms. Cuevas and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. DWW further knew or should have known that it did not pay Ms. Cuevas and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, DWW engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Cuevas and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that DWW did pay Ms. Cuevas and other aggrieved employees for missed, late, and interrupted meal periods, DWW did not pay Ms. Cuevas and other aggrieved employees at the correct rate of pay for premiums because DWW systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

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

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

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

During the relevant time period, DWW regularly failed to authorize and permit Ms. Cuevas 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, DWW's policies and/or practices of understaffing and assignment of heavy workloads prevented Ms. Cuevas and other aggrieved employees from being relieved of all duty to take their rest periods. DWW also failed to adhere to a schedule for rest periods, which further led to Ms. Cuevas and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, on information and belief, DWW maintained a company-wide on-premises rest period policy, which mandated that Ms. Cuevas and/or other aggrieved employees remain on DWW's premises during their rest periods. Because Ms. Cuevas and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, DWW effectively maintained control over Ms. Cuevas and/or other aggrieved employees during rest periods.

As a result of DWW's practices and policies, Ms. Cuevas and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Cuevas had to forego some of her rest periods in order to handle the heavy workload and due to the lack of coverage. When Ms. Cuevas was able to take her rest periods, they were often interrupted in order to keep up with DWW's customer service and productivity expectations.

DWW 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 or permitted. Because of this practice and/or policy, Ms. Cuevas and other aggrieved employees have not received premium pay for missed rest periods. Alternatively, to the extent that DWW did pay Ms. Cuevas and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, DWW did not pay Ms. Cuevas and other aggrieved employees at the correct rate of pay for premiums because DWW failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

Violation of California Labor Code §§ 226(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. DWW has not provided Ms. Cuevas 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, DWW has knowingly and intentionally provided Ms. Cuevas and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, DWW issued uniform wage statements to Ms. Cuevas 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, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, DWW violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, because DWW did not record the time Ms. Cuevas and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), DWW did not list the correct amount of gross wages and net wages earned by Ms. Cuevas and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, DWW failed to accurately list the total number of the hours worked by Ms. Cuevas and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which 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), DWW willfully failed to maintain accurate payroll records for Ms. Cuevas 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, DWW 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 if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Cuevas and other aggrieved employees in violation of section 1198. Furthermore, in light of DWW’s failure to provide Ms. Cuevas and other aggrieved employees with second 30-minute meal periods to which they were entitled, DWW kept no records of meal start and end times for second meal periods.

Because DWW failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Cuevas 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. Cuevas 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. Cuevas and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

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

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

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

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

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

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

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

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

Violation of California Labor Code § 246 and 248.6 – Failure to Properly Calculate Paid Sick Leave and Provide Written Notice of Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) “[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.”

At all relevant times herein, California Labor Code section 248.6 provides covered employees with COVID-19 supplemental paid sick leave. California Labor Code section 248.6(b)(3)(A) provides that each hour of COVID-19 supplemental paid sick leave shall be compensated at a rate equal to the following: 1) “[c]alculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[c]alculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total nonovertime hours worked in the full pay periods occurring within the prior 90 days of employment; provided that, for nonexempt employees paid by piece rate, commission or other method that uses all hours to determine the regular rate of pay, total wages, not including overtime premium pay, shall be divided by all hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this subdivision.”

During the relevant time period, DWW did not pay Ms. Cuevas and other aggrieved employees the correct sick leave rates of pay. As stated, in addition to an hourly wage, DWW paid Ms. Cuevas and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, DWW failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the

regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Ms. Cuevas and other aggrieved employees took sick leave and received these other forms of pay, DWW failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, DWW paid Ms. Cuevas and other aggrieved employees based on their hourly rate of pay instead of their regular rate of pay.

Moreover, during the relevant time period, on information and belief, DWW has failed to provide Mr. Cuevas and other aggrieved employees with written notice on all wage statements that listed the amount of COVID-19 supplemental paid sick leave used by them.

DWW's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Ms. Cuevas and other aggrieved employees on a company-wide basis in violation of Labor Code sections 246(l) and 248.6(b)(3)(A). Moreover, DWW's systematic failure to provide written notice of sick leave benefits (including COVID-19 supplemental paid sick leave benefits) to Ms. Cuevas and other aggrieved employees is in violation of Labor Code section 246(i).

Ms. Cuevas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

During the relevant time period, DWW had a company-wide policy of requiring Ms. Cuevas and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but DWW failed to reimburse them fully for the costs of their work-related mobile device expenses. For example, Ms. Cuevas and other aggrieved employees were required to use their mobile data to download and utilize mobile applications for contacting and tracking sales leads. Although DWW required Ms. Cuevas and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, DWW failed to reimburse them all of these costs.

DWW could have provided Ms. Cuevas and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, or, DWW could have reimbursed employees for the costs of their mobile device usage. Instead, DWW passed these operating costs off onto Ms. Cuevas and other aggrieved employees.

Thus, DWW 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.

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

California Labor Code § 558(a)

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

Accordingly, Ms. Cuevas seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Cuevas, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against DWW for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

Pre-Litigation Demand

This notice shall further serve as Ms. Cuevas's reasonable attempt to settle her dispute with DWW prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform DWW of Ms. Cuevas's aforementioned grievances and the proposed remedies as detailed below, while affording DWW a reasonable opportunity to satisfy Ms. Cuevas's demands.

Demand is hereby made that DWW shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. DWW shall pay Ms. Cuevas and all other aggrieved employees employed by DWW at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. DWW shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. DWW shall conduct a survey or interview all current and former aggrieved employees in California who worked for DWW in the past three years to obtain information from them

regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted, and the number of employees who were required to pay for mobile device expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. DWW shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. DWW also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. DWW shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for DWW's benefit, including, but not limited to, costs of mobile device usage or other expenditures, as required by Labor Code section 2802.
6. DWW shall pay accrued legal interest to Ms. Cuevas and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. DWW shall provide Ms. Cuevas and all aggrieved employees employed by DWW at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. DWW shall properly calculate aggrieved employees' rates of pay for overtime, meal and rest period premiums, and paid sick leave based on all remuneration paid, pursuant to Labor Code Sections 226.7, 510, 246(l), and 248.6(b)(3)(A). Additionally, DWW shall provide aggrieved employees with written notice on wage statements and/or other separate written statements that list the amount of COVID-19 supplemental paid sick leave used by them, as required by Labor Code section 248.6(d).
9. DWW shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. DWW shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 7-2001, section 20.

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 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by a series of dots indicating the end of the signature.

Alexander Lima

Copy: DWWCT LLC (via U.S. Certified Mail); DWWA, INC. (via U.S. Certified Mail); DWWH, INC. (via U.S. Certified Mail); DWWJN, INC. (via U.S. Certified Mail); DWWCM, INC. (via U.S. Certified Mail); DWWGH LLC (via U.S. Certified Mail); DWWMO, INC. (via U.S. Certified Mail); DWWPV, LLC (via U.S. Certified Mail); DWWSA, INC. (via U.S. Certified Mail); DWWSB, INC. (via U.S. Certified Mail); DWWTL, INC. (via U.S. Certified Mail); DWWTO (via U.S. Certified Mail); DWWTR (via U.S. Certified Mail); DWWVF, INC. (via U.S. Certified Mail); and/or DAVID WILSON'S FORD OF ORANGE (via U.S. Certified Mail)

7022 2410 0000 2405 9990

DWWCT LLC
601 AUTO CENTER DRIVE
CLAREMONT, CA 91711

DW\WCT LLC
601 AUTO CENTER DRIVE
CLAREMONT, CA 91711

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601 AUTO CENTER DRIVE
CLAREMONT, CA 91711

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

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Name

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8375 E LA PALMA AVE
ANAHEIM, CA 92807

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DWWA, INC.
8375 E LA PALMA AVE
ANAHEIM, CA 92807



9590 9402 7690 2122 7223 76

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☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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3. Service Type

- ☐ Adult Signature
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- ☒ Certified Mail[®]
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DWWH, INC.
8323 E LA PALMA AVE
ANAHEIM, CA 92807

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DWWH, INC.
8323 E LA PALMA AVE
ANAHEIM, CA 92807



9590 9402 7690 2122 7224 13

2

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DWWJN, INC.
1485 N TUSTIN ST
ORANGE, CA 92867

DWWJN, INC.
1485 N TUSTIN ST
ORANGE, CA 92867

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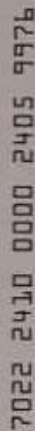
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1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

Journal of Interpersonal Violence 25(12)

Appendix 1

DWVCM, INC.
1966 HARBOR BLVD
COSTA MESA, CA 92627

PS Form 3500, April 2013 (with responses) 5010-108-0000-9000 100-108-0000-9000

DWWCM, INC.
1966 HARBOR BLVD
COSTA MESA, CA 92627

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DWWCM, INC.
1966 HARBOR BLVD
COSTA MESA, CA 92627



9590 9402 7690 2122 7224 06

2 Article Number (Transfer from service label)

7022 2410 0000 240

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

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DWVGH LLC
15541 S. WESTERN AVE.
GARDENA, CA 90249

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DWVGH LLC
15541 S. WESTERN AVE.
GARDENA, CA 90249

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DWVGH LLC
15541 S. WESTERN AVE.
GARDENA, CA 90249



9590 9402 7690 2122 7223 83

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☐ Addressee

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

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

3. Service Type

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

Domestic Return Receipt

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



7022 2410 0000 2405 9963

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

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (Mark box, add fee as appropriate)

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

Postmark
Here

DWWMO, INC.
1400 N. TUSTIN ST.
ORANGE, CA 92867

DWWMO, INC.
1400 N. TUSTIN ST.
ORANGE, CA 92867

SENDER: COMPLETE THIS SECTION

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

DWWMO, INC.
1400 N. TUSTIN ST.
ORANGE, CA 92867



9590 9402 7690 2122 7223 69

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9963

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

1875 Century Park, East, 1000
Los Angeles, CA. 90067



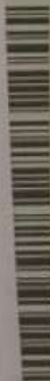
9605 4922 0000 2264 5096

DWWPV, LLC
1400 N TUSTIN ST
ORANGE, CA 92867

SENDER: COMPLETE THIS SECTION

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

DWWPV, LLC
1400 N TUSTIN ST
ORANGE, CA 92867



9590 9402 7690 2122 7223 52

Monachus from earlier labels

7022 2410 0000 2264 5096

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

Date of Delivery

Is delivery address different from item 1?

If YES, enter delivery address below: ☐ No

Invoice Type

Adult Signature Restricted Delivery

Certified Mail Restricted Delivery

Collect on Delivery
Collect on Delivery Restricted Delivery

36

☐ Priority Mail Express®

☐ Registered Mail™
☐ Registered Mail Restricted

☐ Signature Confirmation™

☐ Signature Confirmation
Restricted Delivery

Journal of Management Inquiry 18(1)

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



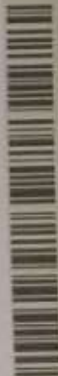
7022 2410 0000 2264 5069

DWWSA, INC.
1505 AUTO MALL DRIVE
SANTA ANA, CA 92705

SENDER: COMPLETE THIS SECTION

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

DWWSA, INC.
1505 AUTO MALL DRIVE
SANTA ANA, CA 92705



9590 9402 7690 2122 7223 45

2. Address and phone number from previous label

7022 2410 0000 2264 5069

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

Received by (Printed Name) C. Date of Delivery

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

Service Type

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

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Ce

☐ Ai

☐ Ad

Postage

Total \$

Street

City

DWWSA, INC.
1505 AUTO MALL DRIVE
SANTA ANA, CA 92705

06045

2264

0000

0162

2202

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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



7022 2410 0000 2264 5072

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

CUEVAS U.

DWWSB

Postmark

DWWSB, INC.
18416 S WESTERN AVE
GARDENA, CA 90248

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

DWWSB, INC.
18416 S WESTERN AVE
GARDENA, CA 90248

SENDER: COMPLETE THIS SECTION

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

DWWSB, INC.
18416 S WESTERN AVE
GARDENA, CA 90248



9590 9402 7690 2122 7223 38

2. Article Number (Transfer from previous label)

7022 2410 0000 2264 5072

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

a. Service Type

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

Domestic Return Receipt

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



7022 2410 0000 2264 5065

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

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

OFFICIAL USE

Certified Mail Fee

PSN 7530-02-000-9053

When Received (Printed)

Return Receipt Mailed

DWWTL, INC
45 AUTO CENTER DR
TUSTIN, CA 92782

PS Form 3800, April 2015 PSN 7530-02-000-9053

See Reverse for Instructions

DWWTL, INC
45 AUTO CENTER DR
TUSTIN, CA 92782

SENDER: COMPLETE THIS SECTION

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

DWWTL, INC
45 AUTO CENTER DR
TUSTIN, CA 92782



9590 9402 7690 2122 7223 21

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5065

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

□ Agent

□ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

Domestic Return Receipt

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



7022 2410 0000 2264 5058

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

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

OFFICIAL USE

CUEVAS,
DUNCAN

Postmark

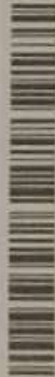
DWWTO
1400 N. TUSTIN, CA
ORANGE, CA 92867

DWWTO
1400 N. TUSTIN, CA
ORANGE, CA 92867

SENDER: COMPLETE THIS SECTION

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

See back for more information that needs to be sent.



9590 9402 7690 2122 7223 14

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5058

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

☐ Agent

☐ Addressee

C. Date of Delivery

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

If YES, enter delivery address below: ☐ No

3. Service Type

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

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

1 Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2264 5034

DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504

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

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

OFFICIAL USE

CUEVAS V.
DWWCT

Postmark

DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504

SENDER: COMPLETE THIS SECTION

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

DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504



9590 9402 7690 2122 7222 91

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5034

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

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

Domestic Return Receipt

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



7022 2410 0000 2264 5041

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

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

OFFICIAL USE

7022 2410 0000 2264 5041
DWWVF, INC.
1400 N. TUSTIN AVE.
ORANGE, CA 92867

Postage & Fees paid by addressee
Postage (Electronic) \$
Postage (Physical) \$
Postage (Registered) \$
Postage (Certified) \$
Postage (Priority) \$
Postage (Express) \$
Postage (Other) \$
Postage (Total) \$

DWWVF, INC.
1400 N. TUSTIN AVE.
ORANGE, CA 92867

PS Form 3800, April 2015 PSN 7530-02-000-9053

DWWVF, INC.
1400 N. TUSTIN AVE.
ORANGE, CA 92867

SENDER: COMPLETE THIS SECTION

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

DWWVF, INC.
1400 N. TUSTIN AVE.
ORANGE, CA 92867



2. Article Number (Transfer from service label)
9590 9402 7690 2122 7223 07

7022 2410 0000 2264 5041

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ Agent
☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery

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

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

Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2264 5119

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865

SENDER: COMPLETE THIS SECTION

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐
- B. Received by (Printed Name) ☐ Address ☐
- C. Date of Delivery ☐

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



7022 2410 0000 2264 5119

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

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

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

OFFICIAL USE

Certified Mail Fee
☐ Signature Required
☐ Signature Restricted Delivery
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
 PS Form 3800, April 2014 PSN 7530-02-000-9047

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865

7022 2410 0000 2264 5119

SENDER: COMPLETE THIS SECTION

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

1. DWWCT LLC
601 AUTO CENTER DRIVE
CLAREMONT, CA 91711



9590 9402 7690 2122 7224 20

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9990

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature] ☐ Agent
☐ Addressee
Received by (Printed Name) Sophia Hood C. Date of Delivery
Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

SENDER: COMPLETE THIS SECTION

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

1. DWWTL, INC
45 AUTO CENTER DR
TUSTIN, CA 92782



9590 9402 7690 2122 7223 21

2. Article Number (Transfer from service label)
7022 2410 0000 2264 5065

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature] ☐ Agent
☐ Addressee
B. Received by (Printed Name) C. Date of Delivery
Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

SENDER: COMPLETE THIS SECTION

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

DWWCM, INC.
1966 HARBOR BLVD
COSTA MESA, CA 92627



9590 9402 7690 2122 7224 06

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9976

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

COMPLETE THIS SECTION ON DELIVERY

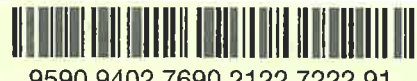
A. Signature
X [Signature] ☐ Agent
☐ Addressee
3. Received by (Printed Name) C. Date of Delivery
Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

SENDER: COMPLETE THIS SECTION

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

1. DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504



9590 9402 7690 2122 7222 91

2. Article Number (Transfer from service label)
7022 2410 0000 2264 5034

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature] ☐ Agent
☐ Addressee
Received by (Printed Name) Sped C. Date of Delivery
Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

SENDER: COMPLETE THIS SECTION

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

DWWTO
1400 N. TUSTIN, CA
ORANGE, CA 92867



9590 9402 7690 2122 7223 14

2 Article Number (Transfer from service label)

7022 2410 0000 2264 5058

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Restricted Delivery

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

DAVID WILSON'S FORD
OF ORANGE
1400 NORTH TUSTIN STREET
ORANGE, CA 92867



2 Article Number (Transfer from service label)

7022 2410 0000 2264 5102

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

1. Service Type

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

Restricted Delivery

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse
so that we can return the card to you.
Attach this card to the back of the mailpiece,
or on the front if space permits.

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865



2. Article Number (Transfer from service label)

7022 2410 0000 2264 5119

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Kouflier J* ☐ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery

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

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

Mail
Mail Restricted Delivery
(00)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

DWWVF, INC.
1400 N. TUSTIN AVE.
ORANGE, CA 92867



9590 9402 7690 2122 7223 07

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5041

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *Ad* ☐ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery

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

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

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1.

DWWPV, LLC
1400 N TUSTIN ST
ORANGE, CA 92867



9590 9402 7690 2122 7223 52

2. Address (Transfer from service label)

7022 2410 0000 2264 5096

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

Restricted Delivery

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

**DWWMO, INC.
1400 N. TUSTIN ST.
ORANGE, CA 92867**



9590 9402 7690 2122 7223 69

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9983

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Sandra

C. Date of Delivery

10/2

D. Is delivery address different from Item 1? ☐ Yes

If YES, enter delivery address below: ☐ No



Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
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September 25, 2023

VIA ONLINE SUBMISSION

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

Subject: *Destiny Cuevas v. DWWCT LLC, et al.*

Dear PAGA Administrator:

This office represents Destiny Cuevas in connection with her claims under the California Labor Code. Ms. Cuevas was an employee of DWWCT LLC; DWWA, INC.; DWWH, INC.; DWWJN, INC.; DWWCM, INC.; DWWGH LLC; DWWMO, INC.; DWWPV, LLC; DWWSA, INC.; DWWSB, INC.; DWWTL, INC.; DWWTO; DWWTR; DWWVF, INC.; and/or DAVID WILSON'S FORD OF ORANGE. For the purpose of this letter, Ms. Cuevas collectively refers to these entities as "DWW."

The employers may be contacted directly at the addresses below:

DWWCT LLC
601 AUTO CENTER DRIVE
CLAREMONT, CA 91711

DWWA, INC.
8375 E LA PALMA AVE
ANAHEIM, CA 92807

DWWH, INC.
8323 E LA PALMA AVE
ANAHEIM, CA 92807

DWWJN, INC.
1485 N TUSTIN ST
ORANGE, CA 92867

DWWCM, INC.
1966 HARBOR BLVD
COSTA MESA, CA 92627

DWWGH LLC
15541 S. WESTERN AVE.
GARDENA, CA 90249

DWWMO, INC.
1400 N. TUSTIN ST.
ORANGE, CA 92867

DWWPV, LLC
1400 N TUSTIN ST
ORANGE, CA 92867

DWWSA, INC.
1505 AUTO MALL DRIVE
SANTA ANA, CA 92705

DWWSB, INC.
18416 S WESTERN AVE
GARDENA, CA 90248

DWWTL, INC
45 AUTO CENTER DR
TUSTIN, CA 92782

DWWTO
1400 N. TUSTIN, CA
ORANGE, CA 92867

DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504

DWWVF, INC.
1400 N. TUSTIN AVE.
ORANGE, CA 92867

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865

DAVID WILSON'S FORD OF ORANGE
1400 NORTH TUSTIN STREET
ORANGE, CA 92867

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

DWW employed Ms. Cuevas as an hourly paid, non-exempt employee from approximately February 2022 to June 2023. Ms. Cuevas worked as a Sales "BDC" and Sales Client Care Representative for DWW's Claremont Toyota location in Claremont, California. During her employment, Ms. Cuevas typically worked eight (8) hours or more per day and five (5) days per week. By the end of her employment, Ms. Cuevas was compensated approximately \$18.00 per hour. Her job duties included, without limitation, communicating with potential sales leads and coordinating appointments for sales staff.

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

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

DWWCT LLC; DWWGH LLC; and DWWPV, LLC are California limited liability companies, while DWWA, INC.; DWWH, INC.; DWWJN, INC.; DWWCM, INC.; DWWMO, INC.; DWWSA, INC.; DWWSB, INC.; DWWTL, INC.; DWWTO; DWWTR; DWWVF, INC.; and DAVID

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

WILSON'S FORD OF ORANGE are California corporations. Together, they are one of the largest privately held automotive groups in the United States, with over 18 car dealership locations nationwide and approximately 14 located in California. Upon information and belief, DWW maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Claremont or Orange, California, for all non-exempt, hourly paid employees working for DWW in California, including Ms. Cuevas and other aggrieved employees. At all relevant times, DWW issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Cuevas and other aggrieved employees, regardless of their location or position.

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

DWW willfully failed to pay all overtime wages owed to Ms. Cuevas and other aggrieved employees. During the relevant time period, Ms. Cuevas 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, DWW had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Cuevas 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. Because DWW discouraged overtime accrual by, among other things, altering and/or falsifying timesheets, along with DWW's assignment of heavy workloads and productivity requirements (*see infra*), Ms. Cuevas and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked.

For example, Ms. Cuevas and other aggrieved employees were required to respond to phone communications from potential customers before and after their shifts or on their days off. For instance, at least once per week, Ms. Cuevas was required to answer work-related phone calls and live chat messages from sales leads, while off-the-clock, to discuss the coordination of sales

appointments, provide product information, or present them with initial financing options, which sometimes could take up to one (1) hour. However, DWW did not provide Ms. Cuevas with a method for capturing the hours she worked outside of DWW's premises. As another example, Ms. Cuevas sometimes continued working past her scheduled shift end-time to complete her daily sales lead contact attempts in order to be eligible for DWW's nondiscretionary bonus program (*see infra*). Ms. Cuevas attempted to record this time spent working, but, on information and belief, DWW's management would alter her timesheets and shave off the time spent completing assigned duties to avoid payment of additional wages. As a final example, Ms. Cuevas was required to spend at least a few hours at the end of each month reviewing DWW's sales tracking software to ensure the productivity requirements she met for that month were accurately recorded, but was not compensated for this time worked. Thus, DWW failed to track the time Ms. Cuevas and other aggrieved employees spent completing their duties, and Ms. Cuevas and other aggrieved employees received no compensation for this time.

Second, during the relevant time period, DWW had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, including pressuring employees to meet productivity expectations and sales metrics, such as making 190 outbound sales lead contact attempts per day. DWW's policies and/or practices resulted in a failure to provide Ms. Cuevas and other aggrieved employees with adequate meal period coverage. Moreover, DWW also failed to adhere to a schedule for meal periods, which further caused Ms. Cuevas and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. Cuevas and other aggrieved employees were not afforded uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. For example, Ms. Cuevas worked through her meal periods due to the heavy workload, understaffing, and lack of coverage available. Additionally, Ms. Cuevas's meal periods were interrupted because she would be required to answer calls from inbound sales leads while she was taking her meal periods, due to the lack of coverage available. Thus, Ms. Cuevas and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. DWW did not compensate Ms. Cuevas and other aggrieved employees for the time they spent working off the clock during meal periods.

Further, because DWW frowned upon employees accruing meal period penalties, DWW's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by DWW. Thus, DWW did not record all hours worked during meal periods, and Ms. Cuevas and other aggrieved employees performed work during meal periods for which they were not paid.

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

Moreover, in addition to an hourly wage, DWW paid Ms. Cuevas and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, on information and belief, DWW failed to incorporate all remunerations, including incentive pay, nondiscretionary bonuses, and/or other forms of

remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Cuevas and other aggrieved employees worked overtime and received these other forms of pay, DWW failed to pay all overtime wages by paying a lower overtime rate than required.

For example, DWW paid Ms. Cuevas and other aggrieved employees incentive pay and/or nondiscretionary bonuses, which were listed on Ms. Cuevas's and other aggrieved employees' wage statements as "MONTHLY BONUS" and/or "CASH BONUS." During pay periods that Ms. Cuevas and other aggrieved employees were paid overtime wages, DWW did not incorporate these payments into Ms. Cuevas's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, DWW paid Ms. Cuevas and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. DWW's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Ms. Cuevas and other aggrieved employees on a company-wide basis.

DWW's failure to pay Ms. Cuevas 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. Cuevas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

As stated, during the relevant time period, due to DWW's restrictions on overtime accrual, DWW systematically failed to pay Ms. Cuevas and other aggrieved employees for actual hours worked, because these hours were not accurately recorded. Ms. Cuevas and other aggrieved employees were required to perform work off-the-clock before and after their shifts and on days off, such as answering phone calls and live chat messages from sales leads, attempting to contact sales leads, and reviewing sales tracking records. Thus, DWW failed to track this time Ms. Cuevas and other aggrieved employees spent working off-the-clock, and Ms. Cuevas and other aggrieved employees received no compensation for this time.

Additionally, as set forth above, due to DWW's policies and/or practices of understaffing its locations, assignment of heavy workloads, failure to adhere to a schedule for meal periods, and subsequent lack of meal period coverage, Ms. Cuevas 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. In addition, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, DWW's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, but required them to continue working, time for which they were not paid.

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

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

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

As stated above, DWW had, and continues to have, a company-wide policy and/or practice of understaffing its locations, which, combined with the practice of assigning heavy workloads, including pressuring employees to meet productivity expectations and sales metrics, discouraging employees from incurring overtime, and failing to adhere to a schedule for meal periods, resulted in a lack of meal period coverage and prevented Ms. Cuevas and other aggrieved employees from taking all timely meal periods to which they were entitled. As a result, Ms. Cuevas and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, as stated, Ms. Cuevas missed her meal periods and had them interrupted, due to the lack of coverage available, heavy workload, and in order to respond to respond to sales calls and meet DWW's productivity expectations. As a further example, Ms. Cuevas often could not take her meal periods until more than five (5) hours into her shifts, due to the heavy workload and lack of coverage.

Moreover, as stated, because DWW frowned upon employees accruing meal period penalties, DWW's management pressured Ms. Cuevas and other aggrieved employees to clock out for meal periods to reflect compliant meal periods and/or adjusted employee time records, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by DWW. For example, at least a few times per week, Ms. Cuevas was

required to clock out for her meal periods to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely meal periods.

Furthermore, DWW did not provide Ms. Cuevas and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, during her employment, Ms. Cuevas worked several shifts in excess of ten (10) hours per day, and was not provided a second meal period during these shifts. Ms. Cuevas 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 mentioned herein, DWW knew or should have known that as a result of its policies, Ms. Cuevas and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. DWW further knew or should have known that it did not pay Ms. Cuevas and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, DWW engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Cuevas and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that DWW did pay Ms. Cuevas and other aggrieved employees for missed, late, and interrupted meal periods, DWW did not pay Ms. Cuevas and other aggrieved employees at the correct rate of pay for premiums because DWW systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

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

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

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

During the relevant time period, DWW regularly failed to authorize and permit Ms. Cuevas 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, DWW's policies and/or practices of understaffing and assignment of heavy workloads prevented Ms. Cuevas and other aggrieved employees from being relieved of all duty to take their rest periods. DWW also failed to adhere to a schedule for rest periods, which further led to Ms. Cuevas and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, on information and belief, DWW maintained a company-wide on-premises rest period policy, which mandated that Ms. Cuevas and/or other aggrieved employees remain on DWW's premises during their rest periods. Because Ms. Cuevas and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, DWW effectively maintained control over Ms. Cuevas and/or other aggrieved employees during rest periods.

As a result of DWW's practices and policies, Ms. Cuevas and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Cuevas had to forego some of her rest periods in order to handle the heavy workload and due to the lack of coverage. When Ms. Cuevas was able to take her rest periods, they were often interrupted in order to keep up with DWW's customer service and productivity expectations.

DWW 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 or permitted. Because of this practice and/or policy, Ms. Cuevas and other aggrieved employees have not received premium pay for missed rest periods. Alternatively, to the extent that DWW did pay Ms. Cuevas and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, DWW did not pay Ms. Cuevas and other aggrieved employees at the correct rate of pay for premiums because DWW failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

Violation of California Labor Code §§ 226(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. DWW has not provided Ms. Cuevas 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, DWW has knowingly and intentionally provided Ms. Cuevas and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, DWW issued uniform wage statements to Ms. Cuevas 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, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, DWW violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, because DWW did not record the time Ms. Cuevas and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), DWW did not list the correct amount of gross wages and net wages earned by Ms. Cuevas and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, DWW failed to accurately list the total number of the hours worked by Ms. Cuevas and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which 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), DWW willfully failed to maintain accurate payroll records for Ms. Cuevas 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, DWW 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 if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Cuevas and other aggrieved employees in violation of section 1198. Furthermore, in light of DWW’s failure to provide Ms. Cuevas and other aggrieved employees with second 30-minute meal periods to which they were entitled, DWW kept no records of meal start and end times for second meal periods.

Because DWW failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Cuevas 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. Cuevas 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. Cuevas and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

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

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

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

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

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

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

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

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

Violation of California Labor Code § 246 and 248.6 – Failure to Properly Calculate Paid Sick Leave and Provide Written Notice of Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) “[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.”

At all relevant times herein, California Labor Code section 248.6 provides covered employees with COVID-19 supplemental paid sick leave. California Labor Code section 248.6(b)(3)(A) provides that each hour of COVID-19 supplemental paid sick leave shall be compensated at a rate equal to the following: 1) “[c]alculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[c]alculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total nonovertime hours worked in the full pay periods occurring within the prior 90 days of employment; provided that, for nonexempt employees paid by piece rate, commission or other method that uses all hours to determine the regular rate of pay, total wages, not including overtime premium pay, shall be divided by all hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this subdivision.”

During the relevant time period, DWW did not pay Ms. Cuevas and other aggrieved employees the correct sick leave rates of pay. As stated, in addition to an hourly wage, DWW paid Ms. Cuevas and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, DWW failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the

regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Ms. Cuevas and other aggrieved employees took sick leave and received these other forms of pay, DWW failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, DWW paid Ms. Cuevas and other aggrieved employees based on their hourly rate of pay instead of their regular rate of pay.

Moreover, during the relevant time period, on information and belief, DWW has failed to provide Mr. Cuevas and other aggrieved employees with written notice on all wage statements that listed the amount of COVID-19 supplemental paid sick leave used by them.

DWW's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Ms. Cuevas and other aggrieved employees on a company-wide basis in violation of Labor Code sections 246(l) and 248.6(b)(3)(A). Moreover, DWW's systematic failure to provide written notice of sick leave benefits (including COVID-19 supplemental paid sick leave benefits) to Ms. Cuevas and other aggrieved employees is in violation of Labor Code section 246(i).

Ms. Cuevas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

During the relevant time period, DWW had a company-wide policy of requiring Ms. Cuevas and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but DWW failed to reimburse them fully for the costs of their work-related mobile device expenses. For example, Ms. Cuevas and other aggrieved employees were required to use their mobile data to download and utilize mobile applications for contacting and tracking sales leads. Although DWW required Ms. Cuevas and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, DWW failed to reimburse them all of these costs.

DWW could have provided Ms. Cuevas and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, or, DWW could have reimbursed employees for the costs of their mobile device usage. Instead, DWW passed these operating costs off onto Ms. Cuevas and other aggrieved employees.

Thus, DWW 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.

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

California Labor Code § 558(a)

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

Accordingly, Ms. Cuevas seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Cuevas, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against DWW for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

Pre-Litigation Demand

This notice shall further serve as Ms. Cuevas's reasonable attempt to settle her dispute with DWW prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform DWW of Ms. Cuevas's aforementioned grievances and the proposed remedies as detailed below, while affording DWW a reasonable opportunity to satisfy Ms. Cuevas's demands.

Demand is hereby made that DWW shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. DWW shall pay Ms. Cuevas and all other aggrieved employees employed by DWW at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. DWW shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. DWW shall conduct a survey or interview all current and former aggrieved employees in California who worked for DWW in the past three years to obtain information from them

regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted, and the number of employees who were required to pay for mobile device expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. DWW shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. DWW also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. DWW shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for DWW's benefit, including, but not limited to, costs of mobile device usage or other expenditures, as required by Labor Code section 2802.
6. DWW shall pay accrued legal interest to Ms. Cuevas and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. DWW shall provide Ms. Cuevas and all aggrieved employees employed by DWW at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. DWW shall properly calculate aggrieved employees' rates of pay for overtime, meal and rest period premiums, and paid sick leave based on all remuneration paid, pursuant to Labor Code Sections 226.7, 510, 246(l), and 248.6(b)(3)(A). Additionally, DWW shall provide aggrieved employees with written notice on wage statements and/or other separate written statements that list the amount of COVID-19 supplemental paid sick leave used by them, as required by Labor Code section 248.6(d).
9. DWW shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. DWW shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 7-2001, section 20.

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 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: DWWCT LLC (via U.S. Certified Mail); DWWA, INC. (via U.S. Certified Mail); DWWH, INC. (via U.S. Certified Mail); DWWJN, INC. (via U.S. Certified Mail); DWWCM, INC. (via U.S. Certified Mail); DWWGH LLC (via U.S. Certified Mail); DWWMO, INC. (via U.S. Certified Mail); DWWPV, LLC (via U.S. Certified Mail); DWWSA, INC. (via U.S. Certified Mail); DWWSB, INC. (via U.S. Certified Mail); DWWTL, INC. (via U.S. Certified Mail); DWWTO (via U.S. Certified Mail); DWWTR (via U.S. Certified Mail); DWWVF, INC. (via U.S. Certified Mail); and/or DAVID WILSON'S FORD OF ORANGE (via U.S. Certified Mail)

7022 2410 0000 2405 9990

DWWCT LLC
601 AUTO CENTER DRIVE
CLAREMONT, CA 91711

DW'WCT LLC
601 AUTO CENTER DRIVE
CLAREMONT, CA 91711

SENDER: COMPLETE THIS SECTION

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

1

COMPLETE THIS SECTION ON DELIVERY

A. Signature

*

2

Received by (Printed Name)

C. Date of Delivery	
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Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

100

9590 9402 7690 2122 7224 20

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9990

13. Service Type

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

WILSON JONES

**U.S. Postal Service™
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CONTACT: 800-762-2269

Cardinal Mail Fax

	Postmark Address
☒ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$

DWWCT LLC
601 AUTO CENTER DRIVE
CLAREMONT, CA 91711

1

0666 5042 0000 0742 2202

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

CERTIFIED MAIL



7022 2410 0000 2406 0002

DWWA, INC.
8375 E LA PALMA AVE
ANAHEIM, CA 92807

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Restricted Mail (signature required) \$
☐ Restricted Mail (signature required) \$

Postmark
Date

DWWA, INC.
8375 E LA PALMA AVE
ANAHEIM, CA 92807

7022 2410 0000 2406 0002

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that this return address can be used in case of a problem.

DWWA, INC.
8375 E LA PALMA AVE
ANAHEIM, CA 92807

COMPLETE THIS SECTION ON DELIVERY

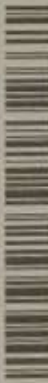
A. Signature ☒ Agent
☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

3. Service Type

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



9590 9402 7690 2122 7223 76

Article Number (Transfer from service label)

7022 2410 0000 2406 0002

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

Domestic Return Receipt

CERTIFIED MAIL



7022 2410 0000 2264 5027

DWWH, INC.
8323 E LA PALMA AVE
ANAHEIM, CA 92807

SENDER: COMPLETE THIS SECTION

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



9590 9402 7690 2122 7224 13

2. *Transfer from service label*

7022 2410 0000 2264 5027

PS Form 3811, July 2020 PSN 7530-02-000-9051

Domestic Return Receipt

DWWH, INC.
8323 E LA PALMA AVE
ANAHEIM, CA 92807

COMPLETE THIS SECTION ON DELIVERY

A. Signature _____

X

B. Received by (Printed Name)

--	--

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

3. Service Type

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

7 ☐ Restricted Delivery

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

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OFFICIAL USE

Culture v.
Dance

11

DWWH, INC.
8323 E LA PALMA AVE
ANAHEIM, CA 92807

PS Form 3800, April 2015 with updates until 2022 See Reverse for Instructions

2205 4922 0000 0142 2204

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



7022 2410 0000 2405 9969

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OFFICIAL USE

Postmark
Date
Time
Signature
Agent
Address
City
State
Zip
Country

DWWJN, INC.
1485 N TUSTIN ST
ORANGE, CA 92867

DWWJN, INC.
1485 N TUSTIN ST
ORANGE, CA 92867

SENDER: COMPLETE THIS SECTION

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

DWWJN, INC.
1485 N TUSTIN ST
ORANGE, CA 92867



9590 9402 7690 2122 7223 90

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9969

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

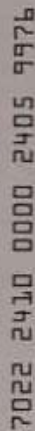
☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



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

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

OFFICIAL USE

curves v.

THE GARDENS OF THE GARDENS

Journal of Interpersonal Violence 25(10)

Appendix 1

DWVCM, INC.
1966 HARBOR BLVD
COSTA MESA, CA 92627

PS Form 3500, April 2013 www.irs.gov/pub/irs-soi/1335000.pdf Use of this form is subject to the terms and conditions of the Internal Revenue Code.

DWWCM, INC.
1966 HARBOR BLVD
COSTA MESA, CA 92627

SENDER: COMPLETE THIS SECTION

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

DWWCM, INC.
1966 HARBOR BLVD
COSTA MESA, CA 92627



9590 9402 7690 2122 7224 06

2 Article Number (Transfer from service label)

7022 2410 0000 240

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)	C. Date of Delivery
-------------------------------	---------------------

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

Service Type

Adult Signature _____

Adult Signature _____
Modified M-10b

Confidential Mail Recd

Collect on Deliver

Connect on Drive

976

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

Restricted Delivery

1

Domestic Return Receipt

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



7022 2410 0000 2264 5010

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OFFICIAL USE

CERTIFIED MAIL
DWVGH LLC

Signature of Addressee
Return Receipt (optional)
Postmark

DWVGH LLC
15541 S. WESTERN AVE.
GARDENA, CA 90249

See Reverse for Instructions

7022 2410 0000 2264 5010

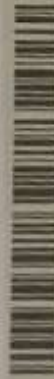
DWVGH LLC
15541 S. WESTERN AVE.
GARDENA, CA 90249

SENDER: COMPLETE THIS SECTION

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

Do not affix this label to the mailpiece.

DWVGH LLC
15541 S. WESTERN AVE.
GARDENA, CA 90249



9590 9402 7690 2122 7223 83

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5010

Restricted Delivery

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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



7022 2410 0000 2405 9963

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (Mark box, add fee as appropriate)

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

Postmark
Here

DWWMO, INC.
1400 N. TUSTIN ST.
ORANGE, CA 92867

DWWMO, INC.
1400 N. TUSTIN ST.
ORANGE, CA 92867

SENDER: COMPLETE THIS SECTION

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

DWWMO, INC.
1400 N. TUSTIN ST.
ORANGE, CA 92867



9590 9402 7690 2122 7223 69

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9963

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

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



7022 2410 0000 2264 5096

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Certified Mail Fee

Extra Services & Fees (check box, and fee as appropriate)

☒ Return Receipt Restricted Delivery

☐ Return Receipt Signature Confirmation

☐ Certified Mail Restricted Delivery

Postmark
Date

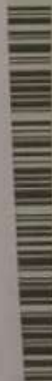
DWWPV, LLC
1400 N TUSTIN ST
ORANGE, CA 92867

DWWPV, LLC
1400 N TUSTIN ST
ORANGE, CA 92867

SENDER: COMPLETE THIS SECTION

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

DWWPV, LLC
1400 N TUSTIN ST
ORANGE, CA 92867



9590 9402 7690 2122 7223 52

2. A

7022 2410 0000 2264 5096

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery

☐ Priority Mail Express[®]

☐ Registered Mail[™]

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation[™]

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Domestic Return Racalot

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



7022 2410 0000 2264 5072

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OFFICIAL USE

Original Mail Fee

Costs for Postage & Fees (Printed box, will be in appropriate)

Postage & Fees (Printed box, will be in appropriate)

Postage & Fees (Printed box, will be in appropriate)

DWWSB, INC.
18416 S WESTERN AVE
GARDENA, CA 90248

PS Form 3800, April 2015 PSN 7530-02-000-9053

See Reverse for Instructions

DWWSB, INC.
18416 S WESTERN AVE
GARDENA, CA 90248

SENDER: COMPLETE THIS SECTION

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

DWWSB, INC.
18416 S WESTERN AVE
GARDENA, CA 90248



Article Number (Transfer from previous label)

7022 2410 0000 2264 5072

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent

☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

d. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

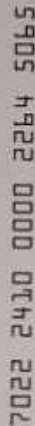
☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Los Angeles, CA, 90067



For delivery information visit our website at www.ups.com®

Training and Use Fees

Other countries in France, where the, will have an appropriate

Return Period (years)

Performance, Financially Independent

TUSTIN, CA 92782

5/10/2016 10:00 AM

www.pearsoned.com

TUSTIN, CA 92782

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

TUSTIN, CA 92782



Article Number (Transfer from service label)

2022 2410 0000 2264 5065

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

Domestic Return Recalculat

A. Signatura

☐ Agent

☒	Address
☐	Address
☐	Address

R. Received by (Printed Name)	C. Date of Delivery
-------------------------------	---------------------

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

Is delivery address different from Item 1? ☐ Yes

☐ YES, enter delivery address below

It is a good idea to have a backup of your data.

1000 JOURNAL OF POST KEYNESIAN ECONOMICS

☐ Priority Mail Express☐ Registered Mail[®]☐ Signature Restricted Delivery

☐ Registered Mailing
☐ Certified Mail, Restricted Return Receipt

☐ Signature Confirmation
☐ Restricted Delivery

☐ Signature Confirmation
☐ Restricted Delivery

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Restricted Delivery

100

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Domestic Return H

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



7022 2410 0000 2264 5058

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

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

OFFICIAL USE

CUEVAS,
DUNCAN

Postmark

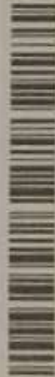
DWWTO
1400 N. TUSTIN, CA
ORANGE, CA 92867

DWWTO
1400 N. TUSTIN, CA
ORANGE, CA 92867

SENDER: COMPLETE THIS SECTION

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

See back for more information that needs to be sent.



9590 9402 7690 2122 7223 14

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5058

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

☐ Agent

☐ Addressee

C. Date of Delivery

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

If YES, enter delivery address below: ☐ No

3. Service Type

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

Domestic Return Receipt

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



7022 2410 0000 2264 5034

DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504

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

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

OFFICIAL USE

CUEVAS V.
DWWCT

Postmark

DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504

SENDER: COMPLETE THIS SECTION

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

DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504



9590 9402 7690 2122 7222 91

2. Article Number (Transfer from service label)

7022 2410 0000 2264 5034

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

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

Domestic Return Receipt

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



7022 2410 0000 2264 5119

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865

SENDER: COMPLETE THIS SECTION

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

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865



7022 2410 0000 2264 5119

COMPLETE THIS SECTION ON DELIVERY

A. Signature		☐ Agent
☒		☐ Addressee
B. Received by (Printed Name)	C. Date of Delivery	

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

Service Type	☐ Certified Mail® ☐ Registered Mail™ ☐ Signature Confirmation™ ☐ Restricted Delivery
Signature	☐ Signature Restricted Delivery ☐ Signature Confirmation™ ☐ Restricted Delivery
Collect on Delivery	☐ Collect on Delivery Restricted Delivery ☐ Mail Restricted Delivery

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

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OFFICIAL USE

CUEVA S J
DWWVF

DWWVF, INC.
2550 N. TUSTIN STREET
ORANGE, CA 92865

7022 2410 0000 2264 5119

GENERAL MAIL



2015 4922 0000 0142 2202

DAVID WILSON'S FORD
OF ORANGE
1400 NORTH TUSTIN STREET
ORANGE, CA 92867

DAVID WILSON'S FORD
OF ORANGE
1400 NORTH TUSTIN STREET
ORANGE, CA 92867

SENDER: COMPLETE THIS SECTION

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

DAVID WILSON'S FORD
OF ORANGE
0 NORTH TUSTIN STRE
ORANGE, CA 92867

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X
☐ Agent
☐ Address

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

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

Service Type

Adult Signature _____

Adult Signature Restricted Delivery

Confidential Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery
Insured Mail

Restricted Delivery

☐ Priority Mail Express®☐ Registered Mujim™☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation
Destruction Evidence

Leptocarpus pallidus

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

Domestic Return Receipt

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

Per ulteriori informazioni, visitate il nostro sito www.italy.com

OFFICIAL USE

[illegible]

☒ Indian forward (hardcopy) \$ _____
☐ Indian forward (electronic) \$ _____

DAVID WILSON'S FORD
OF ORANGE
1400 NORTH TUSTIN STREET
ORANGE, CA 92867

800.762.2263

SENDER: COMPLETE THIS SECTION

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

1. DWWCT LLC
601 AUTO CENTER DRIVE
CLAREMONT, CA 91711



9590 9402 7690 2122 7224 20

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9990

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature] ☐ Agent ☐ Addressee

Received by (Printed Name) C. Date of Delivery
Sophia Hood

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

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

SENDER: COMPLETE THIS SECTION

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

1. DWWTL, INC
45 AUTO CENTER DR
TUSTIN, CA 92782



9590 9402 7690 2122 7223 21

2. Article Number (Transfer from service label)
7022 2410 0000 2264 5065

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature] ☐ Agent ☐ Addressee

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

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

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

SENDER: COMPLETE THIS SECTION

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

DWWCM, INC.
1966 HARBOR BLVD
COSTA MESA, CA 92627



9590 9402 7690 2122 7224 06

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9976

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature] ☐ Agent ☐ Addressee

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

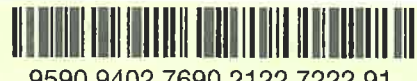
Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

SENDER: COMPLETE THIS SECTION

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

1. DWWTR
7870 INDIANA AVE
RIVERSIDE, CA 92504



9590 9402 7690 2122 7222 91

2. Article Number (Transfer from service label)
7022 2410 0000 2264 5034

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [Signature] ☐ Agent ☐ Addressee

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

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

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

PROOF OF SERVICE

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

On **August 1, 2024** I served the document described as **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

JAMES J. MCDONALD, JR.
jmcdonald@fisherphillips.com
CHRISTINE D. BARAN
cbaran@fisherphillips.com
PATRICK J. RANDALL
prandall@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Attorneys for Defendants
DWWCT LLC; DWWA, INC.; DWWCM,
INC.; DWWGH LLC; DWWH, INC.;
DWWJN, INC.; DWWMO, INC.; DWWSA,
INC.; DWWSB, INC.; DWWTL, INC.;
DWWTO; DWWTR; DWWVF, INC.; and
DAVID WILSON'S FORD OF ORANGE

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal 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 **August 1, 2024**, at Los Angeles, California.

Sophia Flores

Type/Print Name



Signature