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By _____, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

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

Plaintiff,

vs.

PRESSED JUICERY, INC., a
Delaware corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.:

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

BY FAX

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

3 **JURISDICTION AND VENUE**

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on September 1, 2023, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

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

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

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

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

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
6 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
7 attorneys general their current or former employers for various civil penalties for violations of
8 various provisions in the California Labor Code.

9 **THE PARTIES**

10 6. Plaintiff Rose Watson is a resident of Folsom, in Sacramento County,
11 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
12 approximately August 2022 to May 2023. Plaintiff worked for Defendants as a Shift Lead at
13 their location in Folsom, California. Plaintiff typically worked eight (8) hours or more per
14 day, and five (5) or more days per week. At the time Plaintiff’s employment with Defendants
15 ended, she was compensated approximately \$18.00 per hour. Plaintiff’s job duties included,
16 without limitation, processing customer transactions, conducting inventory audits, and
17 ordering ingredients and supplies; handling store deposits; and cleaning and maintaining
18 equipment.

19 7. On information and belief, Defendants required some employees, including
20 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
21 employment. On further information and belief, Defendants’ arbitration agreement was and is
22 both procedurally and substantively unconscionable. Specifically, Defendants presented
23 employees with a “Mutual Binding Arbitration Agreement” (“Arbitration Agreement”) which
24 had to be reviewed and acknowledged immediately. Specifically, the Arbitration Agreement
25 was one of several documents presented to employees for signature during the orientation
26 process, including Handbook and Employment-At-Will Statement; Employee Policy
27 Acknowledgement; Meal and Rest Break Policy; and Time Keeping Acknowledgement Form.
28 Also, employees did not have a meaningful opportunity to negotiate the terms of the

1 Arbitration Agreement. Rather, it was provided to Defendants' employees for them to sign on
2 a take-it or leave-it basis, along with other onboarding documents.

3 8. PRESSED JUICERY, INC. was and is, upon information and belief, a
4 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
5 are engaged throughout this county, the State of California.

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

10 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
11 were the partners, agents, owners, or managers of PRESSED JUICERY, INC., at all relevant
12 times.

13 11. 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, PRESSED
15 JUICERY, INC. and/or DOES 1 through 10 (collectively, "Defendants" or "PRESSED
16 JUICERY"), each acting as the agent, employee, alter ego, and/or joint venturer of, or
17 working in concert with, each of the other co-Defendants and was acting within the course and
18 scope of such agency, employment, joint venture, or concerted activity with legal authority to
19 act on the others' behalf. The acts of any and all Defendants were in accordance with, and
20 represent, the official policy of Defendants.

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

25 13. Plaintiff is informed and believes, and thereon alleges, that each of said
26 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
27 omissions, occurrences, and transactions alleged herein.

28 //

1 **PAGA REPRESENTATIVE ALLEGATIONS**

2 14. Defendants operate approximately 68 plant-based juice and food retail store
3 locations in California. Upon information and belief, Defendants maintain a single,
4 centralized Human Resources (HR) department at their corporate headquarters in Culver City,
5 California, for all non-exempt, hourly paid employees working for Defendants in California,
6 which is responsible for the recruiting and hiring of new employees, and communicating and
7 implementing Defendants' company-wide policies, including timekeeping policies and meal
8 and rest period policies, to employees throughout California.

9 15. In particular, Plaintiff and other non-party Aggrieved Employees, on
10 information and belief, received the same standardized documents and/or written policies.
11 Upon information and belief, the usage of standardized documents and/or written policies,
12 including new-hire documents, indicate that Defendants dictated policies at the corporate level
13 and implemented them company-wide, regardless of their employees' assigned locations or
14 positions. Upon information and belief, Defendants set forth uniform policies and procedures
15 in several documents provided at an employee's time of hire.

16 16. Upon information and belief, Defendants maintain a centralized Payroll
17 department at their corporate headquarters in Culver City, California, which processes payroll
18 for all non-exempt, hourly paid employees working for Defendants at their various locations
19 in California, including Plaintiff and other non-party Aggrieved Employees. Based upon
20 information and belief, Defendants issue the same formatted wage statements to all non-
21 exempt, hourly paid employees in California, irrespective of their work locations. Upon
22 information and belief, Defendants process payroll for departing employees in the same
23 manner throughout the State of California, regardless of the manner in which each employee's
24 employment ends.

25 17. Defendants continue to employ non-exempt or hourly paid employees in
26 California.

27 18. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants were advised by skilled lawyers and other professionals, employees

1 and advisors knowledgeable about California labor and wage law, employment and personnel
2 practices, and about the requirements of California law.

3 19. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
4 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
5 were not recorded.

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

10 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 be paid at a regular rate of pay, and corresponding rates of pay for overtime wages and/or
13 meal and rest period premiums, that included as eligible income all remuneration required by
14 law, including but not limited to, all income derived from incentive pay, nondiscretionary
15 bonuses, and/or other forms of compensation, but failed to include all forms of remuneration
16 in calculating the regular rate of pay for Plaintiff and other non-party Aggrieved Employees.

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

23 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
26 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
27 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
28 other non-party Aggrieved Employees were not provided with all meal periods or payment of

one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

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

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

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

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

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

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

4 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 receive sick leave benefits to be paid at a regular rate of pay, that included, as eligible income,
7 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of
8 compensation, but failed to include all forms of remuneration in calculating the regular rate of
9 pay for sick leave pay. In violation of the California Labor Code, Defendants failed to include
10 all forms of remuneration in calculating the regular rate of pay for sick leave pay.

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

16 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 suitable resting facilities to cease work and recover during meal or rest periods, but failed to
19 provide suitable resting facilities.

20 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
22 suitable seating and/or were entitled to sit when it did not interfere with the performance of
23 their duties and also have seats nearby to use during a lull in tasks that do require moving
24 about or standing. In violation of the California Labor Code and applicable IWC Wage Order,
25 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with suitable
26 seating.

27 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 receive reimbursement for all business-related expenses and costs they incurred during the
2 course and scope of their employment and that they did not receive reimbursement of
3 applicable business-related expenses and costs incurred.

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

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

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

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

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

- 25 (a) The aggrieved employee shall give written notice by online filing
26 (hereinafter "Employee's Notice") to the LWDA and by certified mail
27 to the employer of the specific provisions of the California Labor Code
28 alleged to have been violated, including the facts and theories to support

1 the alleged violations.

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

5 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
6 employer and the aggrieved employee by certified mail that it does not
7 intend to investigate the alleged violation within sixty (60) calendar
8 days of the postmark date of the Employee's Notice. Upon receipt of
9 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
10 five (65) calendar days of the postmark date of the Employee's Notice,
11 the aggrieved employee may commence a civil action pursuant to
12 California Labor Code section 2699 to recover civil penalties in addition
13 to any other penalties to which the employee may be entitled.

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

18 (a) The aggrieved employee or representative shall give written notice by
19 online filing to the LWDA and by certified mail to the employer of the
20 specific provisions of the California Labor Code alleged to have been
21 violated (other than those listed in Section 2699.5), including the facts
22 and theories to support the alleged violation.

23 (b) An aggrieved employee's notice filed with the LWDA pursuant to
24 2699.3(c) and any employer response to that notice shall be
25 accompanied by a filing fee of seventy-five dollars (\$75).

26 (c) The employer may cure the alleged violation within thirty-three (33)
27 calendar days of the postmark date of the notice. The employer shall
28 give written notice by certified mail within that period of time to the

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

6 40. On September 1, 2023, Plaintiff provided written notice by online filing to the
7 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
8 Code alleged to have been violated, including facts and theories to support the alleged
9 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
10 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
11 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
12 Plaintiff PAGA Case Number LWDA-CM-979237-23. A true and correct copy of Plaintiff's
13 written notice to the LWDA and Defendants dated September 1, 2023, is attached hereto as
14 "Exhibit 1."

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

18 42. Thus, Plaintiff has satisfied the administrative prerequisites under California
19 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
20 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510,
21 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

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

Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties under Labor Code section 558 for herself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the applicable IWC Wage Order.

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

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

46. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

FIRST CAUSE OF ACTION

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

(Against all Defendants)

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

48. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover

civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 246, 248.6, 516, and 1182.12.

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

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay, as set forth below;
- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants' failure to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;
- (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with meal periods, as set forth below;
- (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and

1 permit Plaintiff and other non-party Aggrieved Employees to take rest
2 periods, as set forth below;

3 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
4 IWC Wage Order for failure to provide accurate and complete wage
5 statements to Plaintiff and other non-party Aggrieved Employees, as set
6 forth below;

7 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
8 IWC Wage Order for failure to maintain payroll records, as set forth
9 below;

10 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
11 during employment, as set forth below;

12 (i) Violation of Labor Code section 201 and 202 for failure to pay all
13 earned wages upon termination, as set forth below;

14 (j) Violation of Labor Code sections 246 and 248.6 for failure to properly
15 calculate the sick leave rate paid to Plaintiff and other non-party
16 Aggrieved Employees, as set forth below;

17 (k) Violation of Labor Code sections 551 and 552 for failure to provide one
18 day's rest in seven to other non-party Aggrieved Employees, as set forth
19 below;

20 (l) Violation of Labor Code section 1198 and the applicable IWC Wage
21 Order for failure to provide suitable resting facilities to Plaintiff and
22 other non-party Aggrieved Employees, as set forth below;

23 (m) Violation of Labor Code section 1198 for failing to provide suitable
24 seating to Plaintiff and other non-party Aggrieved Employees, as set
25 forth below; and

26 (n) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
27 and other non-party Aggrieved Employees for all business expenses
28 necessarily incurred, as set forth below.

1 **FAILURE TO PAY OVERTIME**

2 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

3 50. Labor Code section 1198 makes it illegal to employ an employee under
4 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
5 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
6 shall be the . . . standard conditions of labor for employees. The employment of any employee
7 . . . under conditions of labor prohibited by the order is unlawful.”

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

12 52. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
14 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
15 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
16 (40) hours in a workweek.

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

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

28 55. During the relevant time period, Defendants willfully failed to pay all overtime

1 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
2 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
3 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
4 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
5 not recorded.

6 56. First, during the relevant time period, Defendants had, and continue to have, a
7 company-wide policy and/or practice of requiring Plaintiff and other non-party Aggrieved
8 Employees to perform work while off-the-clock, after their scheduled shifts and on their days
9 off. For example, after Plaintiff's scheduled shift, Defendants would require her to run
10 errands such as taking deposits to the bank, dropping off bottles at the recycling center, and
11 picking up or dropping off ingredients at other location(s). Specifically, Plaintiff would take the
12 deposits to the bank twice a week, which would take up to 30 minutes each instance. Plaintiff
13 was required to follow Defendants' written banking procedures, including making daily deposits
14 for the preceding day prior to 3:00 p.m., and to report compliance with such deadlines at
15 Defendants' weekly store meetings.

16 57. As a further example, once a month, after her shift, Plaintiff was required to
17 drop off bottles at the Elk Grove recycling center, which would take three (3) hours round trip.
18 Additionally, twice a month, Defendants' management would require Plaintiff to pick up and
19 drop off ingredients from other store location(s) after she had already clocked out. Plaintiff
20 and other non-party Aggrieved Employees were unable to complete all of their assigned tasks
21 during their scheduled shift and would instead run work related errands off-the-clock at
22 Defendants' direction. Defendants could have allowed Plaintiff and other non-party
23 Aggrieved Employees to record this off-the-clock work, but refused to do so to avoid paying
24 Plaintiff and other non-party Aggrieved Employees overtime wages.

25 58. Moreover, approximately twice per month, Defendants' managers contacted
26 Plaintiff on her personal cellular phone about work-related matters such as completing
27 deposits, closing registers, and maintaining equipment when she was not scheduled to work,
28 but did not compensate her for this time. Thus, Defendant failed to track the time Plaintiff

1 and other non-party Aggrieved Employees spent working after their scheduled shifts and on
2 their days off, and Plaintiff and other non-party Aggrieved Employees received no
3 compensation for this time.

4 59. Second, on information and belief, Defendants had, and continue to have, a
5 company-wide policy and/or practice of strictly staffing their locations based on the labor
6 hours allocated by each location's labor or payroll budget set by corporate. Defendants' use
7 of labor budgets resulted in a policy of understaffing, including adopting a single-staffing
8 model for some of their positions, such as Shift Leads, resulting in a failure to provide
9 Plaintiff and other non-party Aggrieved Employees with adequate meal period coverage,
10 because there were too few employees on duty to handle the workload and attend to
11 customers. Because Defendants did not employ or staff a sufficient number of employees to
12 meet guest demand, there was no one available to relieve employees needing meal period
13 coverage, and thus, Plaintiff and other non-party Aggrieved Employees were not always
14 afforded uninterrupted 30-minute meal periods during shifts when they were entitled to
15 receive a meal period.

16 60. Additionally, Defendants had a practice of failing to schedule meal periods
17 which, coupled with the lack of adequate meal period coverage, further led Plaintiff and other
18 non-party Aggrieved Employees to not be relieved of their duties to take compliant meal
19 periods. As a result, Plaintiff and other non-party Aggrieved Employees were not always
20 afforded uninterrupted 30-minute meal periods during shifts when they were entitled to
21 receive a meal period. Consequently, Plaintiff and other non-party Aggrieved Employees
22 were required to work through and/or had their unpaid meal periods interrupted in order to
23 complete their assigned duties and handle customer demand, time for which they were not
24 paid.

25 61. Third, on information and belief, Defendants' timekeeping system prevented
26 Plaintiff and other non-party Aggrieved Employees from recording all hours worked when
27 their meal periods were shortened or interrupted, because the system locked out Plaintiff and
28 other non-party Aggrieved Employees once they clocked out for a meal period, and would not

1 permit them to clock back in from a meal period until 30 minutes had elapsed. Thus,
2 Defendants' timekeeping system further prevented Plaintiff and other non-party Aggrieved
3 Employees from recording all hours worked when their meal periods were shortened or
4 interrupted.

5 62. Defendants knew or should have known that, as a result of these company-wide
6 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
7 their assigned duties off-the-clock after their shifts and during meal periods, and were suffered
8 or permitted to perform work for which they were not paid. Because Plaintiff and other non-
9 party Aggrieved Employees worked shifts of eight (8) hours a day or more, or forty (40) hours
10 a week or more, some of this off-the-clock work qualified for overtime premium pay.
11 Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime wages
12 for all of the overtime hours they actually worked.

13 63. Furthermore, Defendants did not pay Plaintiff and/or other non-party Aggrieved
14 Employees the correct overtime rate for the recorded overtime hours that they generated. In
15 addition to an hourly wage, Defendants paid Plaintiff and/or other non-party Aggrieved
16 Employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. For
17 example, Defendants paid Plaintiff and/or other non-party Aggrieved Employees
18 nondiscretionary bonuses based on whether their store met monthly sales goals, which were
19 listed on Plaintiff's and other non-party Aggrieved Employees' wage statements as "Bonus."
20 However, in violation of the California Labor Code, Defendants failed to incorporate all
21 compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of
22 remuneration, into the calculation of the regular rate of pay for purposes of calculating the
23 overtime wage rate. Therefore, during times when Plaintiff and other non-party Aggrieved
24 Employees worked overtime and received these other forms of pay, Defendants failed to pay
25 all overtime wages by paying a lower overtime rate than required.

26 64. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
27 the balance of overtime compensation as required by California law, violates the provisions of
28 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved

1 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
2 558 and/or 2699(a), (f), and (g).

3 **FAILURE TO PAY MINIMUM WAGES**

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

5 65. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
6 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
7 to be paid to employees, and the payment of a wage less than the minimum so fixed is
8 unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time
9 during which an employee is subject to the control of an employer, and includes all the time
10 the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code
11 Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

12 66. First, during the relevant time period, Defendants had, and continue to have, a
13 company-wide policy and/or practice of requiring Plaintiff and other non-party Aggrieved
14 Employees to perform various work-related tasks while off-the-clock, after their scheduled
15 shifts and on their days off, including making bank drops, dropping off bottles at the recycling
16 center, picking up or dropping off ingredients at other location(s), and discussing work related
17 matters with management on their personal cellular phones. Thus, Defendants failed to track
18 this time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock, and
19 Plaintiff and other non-party Aggrieved Employees received no compensation for this time.

20 67. Second, as stated above, due to Defendants’ company-wide practices of utilizing
21 labor budgets, understaffing, and/or single-staffing, assigning heavy workloads, and resultant
22 lack of meal period coverage, Plaintiff and other non-party Aggrieved Employees were impeded
23 from taking all uninterrupted meal periods to which they were entitled and were required to
24 work off-the-clock during their meal periods. Furthermore, as stated, Defendant systematically
25 failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during
26 unpaid meal periods, because Defendants’ timekeeping system locked out Plaintiff and other
27 non-party Aggrieved Employees for 30 minutes when they clocked out for a meal period. As
28 result, Plaintiff and other non-party Aggrieved Employees were not relieved of all duties during

1 unpaid meal periods and were required to work off-the-clock, time for which they were not paid.

2 68. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
3 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
4 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
5 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
6 1194, 1197, and 1198.

7 69. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
8 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
9 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
10 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

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

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

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

23 72. At all relevant times herein set forth, California Labor Code sections 226.7,
24 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
25 meal period mandated by an applicable order of the IWC.

26 73. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
27 and the applicable IWC Wage Order also require employers to provide a second meal period
28 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay

1 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
2 total hours worked is no more than twelve (12) hours, the second meal period may be waived
3 by mutual consent of the employer and the employee only if the first meal period was not
4 waived.

5 74. During the relevant time period, as stated, Defendants had, and continue to
6 have, a company-wide policy and/or practice of utilizing labor budgets and understaffing their
7 locations by adopting a single-staffing model for certain positions, which, combined with the
8 assignment of heavy workloads, and failure to schedule meal periods, has resulted in a lack of
9 meal period coverage and prevented Plaintiff and other non-party Aggrieved Employees from
10 taking all timely, uninterrupted meal periods to which they were entitled. As a result, Plaintiff
11 and other non-party Aggrieved Employees had to work through all or part of their meal
12 periods, had their meal periods interrupted, and/or wait extended periods of time before taking
13 meal periods to which they were entitled. For example, approximately three (3) times per
14 week, Plaintiff missed her meal periods entirely due to a lack of coverage. On days when
15 Plaintiff was able to take her meal periods, she took them late, approximately after five (5)
16 hours into her shifts, and often had her meal periods interrupted and/or cut short in order to
17 assist with customer transactions or communicate with management regrading inventory and
18 store sales numbers.

19 75. Also, as stated, Defendants' company-wide timekeeping system prevented
20 Plaintiff and other non-party Aggrieved Employees from recording when their meal periods
21 were shortened or interrupted, because the system locked out Plaintiff and other non-party
22 Aggrieved Employees once they clocked out for a meal period, and would not permit them to
23 clock back in from a meal period before 30 minutes had elapsed.

24 76. Furthermore, Defendants did not provide Plaintiff and other non-party
25 Aggrieved Employees with second 30-minute meal periods on days that they worked in excess
26 of ten (10) hours in one day. During her employment, Plaintiff worked shifts in excess of ten
27 (10) or more hours per day but was not provided a second 30-minute meal period. Plaintiff
28 and other non-party Aggrieved Employees did not sign valid meal period waivers on days that

1 they were entitled to meal periods and were not relieved of all duties.

2 77. Defendants knew or should have known that as a result of their company-wide
3 policies and/or practices, Plaintiff and other non-party Aggrieved Employees were prevented
4 from being relieved of all duties and required to perform some of their assigned duties during
5 meal periods. Defendants further knew or should have known that they did not pay Plaintiff
6 and other non-party Aggrieved Employees meal period premiums when meal periods were
7 late, interrupted, shortened, and/or missed.

8 78. Furthermore, Defendants engaged in a company-wide practice and/or policy of
9 not paying all meal period premiums owed when compliant meal periods are not provided.
10 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
11 have not received premium pay for all missed, late, and interrupted meal periods.
12 Alternatively, to the extent that Defendants did pay Plaintiff and other non-party Aggrieved
13 Employees for missed, late, and interrupted meal periods, Defendants did not pay Plaintiff and
14 other non-party Aggrieved Employees at the correct rate of pay for premiums because
15 Defendants systematically failed to include all forms of compensation, such as incentive pay,
16 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.
17 Therefore, during times when Plaintiff and other non-party Aggrieved Employees received
18 meal period premiums and these other forms of pay, Defendants failed to pay full meal period
19 premiums by paying a lower rate than required. Specifically, Defendants paid Plaintiff and
20 other non-party Aggrieved Employees meal period premiums at their straight hourly rate of
21 pay instead of at their regular rate of pay.

22 79. Defendants' conduct violates the applicable IWC Wage Order, and California
23 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
24 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
25 558 and/or 2699(a), (f), and (g).

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

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

28 80. At all relevant times herein set forth, the applicable IWC Wage Order and

1 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
2 non-party Aggrieved Employees' employment by Defendants.

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

9 82. At all relevant times, California Labor Code section 226.7 provides that no
10 employer shall require an employee to work during any rest period mandated by an applicable
11 order of the California IWC. To comply with its obligation to authorize and permit rest
12 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
13 employer must "relinquish any control over how employees spend their break time, and
14 relieve their employees of all duties—including the obligation that an employee remain on
15 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
16 *Inc.*, 2 Cal. 5th 257, 273 (2016).

17 83. Pursuant to the applicable IWC Wage Order and California Labor Code section
18 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
19 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
20 required rest period was not authorized and permitted.

21 84. During the relevant time period, Defendants regularly failed to authorize and
22 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
23 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
24 Defendants' company-wide use of labor budgeting, understaffing and/or single-staffing, and
25 assigning heavy workloads, resulted in a lack of rest period coverage and prevented Plaintiff
26 and other non-party Aggrieved Employees from being relieved of all duty in order to take
27 compliant rest periods. Defendants also failed to schedule rest periods, which, coupled with
28 Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and other

1 non-party Aggrieved Employees not being authorized and permitted to take rest periods.

2 85. Furthermore, upon information and belief, Defendants maintained a company-
3 wide on-premises rest period policy, which mandated that Plaintiff and other non-party
4 Aggrieved Employees remain on Defendants' premises during their rest periods. Because
5 Plaintiff and other non-party Aggrieved Employees were restricted from leaving the premises
6 during rest periods, they were denied the ability to use their rest periods freely for their own
7 purposes, such as running personal errands. Thus, Defendants effectively maintained control
8 over Plaintiff and other non-party Aggrieved Employees during rest periods.

9 86. As a result of Defendants' practices and policies, Plaintiff and other non-party
10 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
11 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
12 were entitled. For example, throughout her employment, Plaintiff had to regularly forego her
13 rest periods entirely because her location was busy and there was a lack of coverage.

14 87. Defendants have also engaged in a systematic, company-wide practice and/or
15 policy of not paying rest period premiums owed when rest periods are not authorized and
16 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
17 Employees have not received premium pay for all missed rest periods. Alternatively, to the
18 extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees one (1)
19 additional hour of premium pay for missed rest periods, Defendants did not pay Plaintiff and
20 other non-party Aggrieved Employees at the correct rate of pay for premiums because
21 Defendants failed to include all forms of compensation, such as incentive pay,
22 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

23 88. Defendants' conduct violates the applicable IWC Wage Order and California
24 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
25 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
26 558 and/or 2699(a), (f), and (g).

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

89. At all relevant times herein, 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.

90. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party 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, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

91. Because Defendants did not record the time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock and/or deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and other non-party 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).

92. Furthermore, because Defendants did not calculate Plaintiff's and other non-party Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, Defendants did not list the

1 correct amount of gross wages in compliance with section 226(a)(1) and did not list the
2 correct amount of net wages in violation of section 226(a)(5). Defendants also failed to
3 correctly list all applicable hourly rates in effect during the pay period, namely, correct rates
4 of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation
5 of section 226(a)(9).

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

14 94. California Labor Code section 1174(d) provides that “[e]very person employing
15 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
16 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
17 plants or establishments at which employees are employed, payroll records showing the hours
18 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
19 applicable piece rate paid to, employees employed at the respective plants or
20 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
21 civil penalty if they fail to maintain accurate and complete records as required by section
22 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
23 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party
24 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
25 result of failing to record the off-the-clock hours that they worked.

26 95. California Labor Code section 1198 provides that the maximum hours of work
27 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
28 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he

1 employment of any employees for longer hours than those fixed by the order or under
2 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
3 Wage Order, employers are required to keep accurate time records showing when the
4 employee begins and ends each work period and meal period. During the relevant time
5 period, Defendants engaged in company-wide practices and/or policies of failing to record
6 actual hours worked, and thereby failed to keep accurate records of work period and meal
7 period start and end times for Plaintiff and other non-party Aggrieved Employees in violation
8 of section 1198. Furthermore, in light of Defendants’ failure to provide Plaintiff and other
9 non-party Aggrieved Employees with second 30-minute meal periods to which they were
10 entitled, Defendants kept no records of meal start and end times for second meal periods.

11 96. Defendants’ conduct violates California Labor Code 226(a), 1174(d), and 1198.
12 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
13 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

14 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

15 **VIOLATION OF LABOR CODE SECTION 204**

16 97. At all relevant times herein set forth, California Labor Code section 204
17 requires that all wages earned by any person in any employment between the 1st and the 15th
18 days, inclusive, of any calendar month, other than those wages due upon termination of an
19 employee, are due and payable between the 16th and the 26th day of the month during which
20 the labor was performed. Labor Code section 204 further provides that all wages earned by
21 any person in any employment between the 16th and the last day, inclusive, of any calendar
22 month, other than those wages due upon termination of an employee, are due and payable
23 between the 1st and the 10th day of the following month.

24 98. At all relevant times herein, California Labor Code section 204 also requires
25 that all wages earned for labor in excess of the normal work period shall be paid no later than
26 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
27 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
28 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not

1 more than seven (7) calendar days following the close of the payroll period.

2 99. During the relevant time period, Defendants willfully failed to pay Plaintiff and
3 other non-party Aggrieved Employees all wages due to them within any time period specified
4 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
5 wages, meal and rest period premiums, and/or sick leave pay.

6 100. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
7 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

8 **FAILURE TO PAY WAGES UPON TERMINATION**

9 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

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

17 102. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
18 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
19 above, including but not limited to, overtime wages, minimum wages, meal and rest period
20 premiums, and/or sick leave pay, either at the time of discharge, or within seventy-two (72)
21 hours of their leaving Defendants' employ.

22 103. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
23 who are no longer employed by Defendants their wages earned and unpaid at the time of
24 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
25 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
26 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
27 2699(a), (f), and (g).

28 //

1 **FAILURE TO PROPERLY CALCULATE SICK LEAVE RATES OF PAY**

2 **VIOLATION OF LABOR CODE SECTIONS 246 AND 248.6**

3 104. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
4 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
5 days from the commencement of employment with paid sick days, to be accrued at least one
6 hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4),
7 employers must provide no less than 24 hours or three (3) days of paid sick leave (or
8 equivalent paid leave or paid time off) in each year of the employee's employment. Labor
9 Code section 246(l) provides that an employer shall calculate paid sick leave by using one of
10 two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the
11 same manner as the regular rate of pay for the workweek in which the employee uses paid sick
12 time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid
13 sick time for nonexempt employees shall be calculated by dividing the employee's total
14 wages, not including overtime premium pay, by the employee's total hours worked in the full
15 pay periods of the prior 90 days of employment."

16 105. At all relevant times here, California Labor Code section 248.6 provides
17 covered employees with COVID-19 supplemental paid sick leave. Labor Code section
18 248.6(b)(3)(A) provides each hour of COVID-19 supplemental paid sick leave shall be
19 compensated at a rate equal to the following: 1) "[c]alculated in the same manner as the
20 regular rate of pay for the workweek in which the employee uses paid sick time, whether or
21 not the employee actually works overtime in that workweek[;]" or 2) "[c]alculated by dividing
22 the employee's total wages, not including overtime premium pay, by the employee's total
23 nonovertime hours worked in the full pay periods occurring within the prior 90 days of
24 employment; provided that, for nonexempt employees paid by piece rate, commission or other
25 method that uses all hours to determine the regular rate of pay, total wages, not including
26 overtime premium pay, shall be divided by all hours, to determine the correct amount of
27 COVID-19 supplemental paid sick leave under this subdivision."

28 106. During the relevant time period, Defendants did not pay Plaintiff and other non-

1 party Aggrieved Employees the correct sick leave rates of pay. As stated, in addition to an
2 hourly wage, Defendants paid Plaintiff and other non-party Aggrieved Employees incentive
3 pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of
4 the California Labor Code, Defendants failed to incorporate all remunerations, including
5 incentive pay, and nondiscretionary bonuses, into the calculation of the regular rate of pay for
6 purposes of calculating the sick leave rate. Therefore, during times when Plaintiff and other
7 non-party Aggrieved Employees took sick leave and received these other forms of pay,
8 Defendants failed to pay all sick leave benefits by paying a lower sick leave rate than
9 required. Specifically, Defendants paid Plaintiff and other non-party Aggrieved Employees
10 sick leave based on their hourly rate of pay instead of their regular rate of pay.

11 107. Defendants' failure to properly calculate the sick leave rates of pay based on all
12 remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and other
13 non-party Aggrieved Employees on a company-wide basis in violation of California Labor Code
14 sections 246(l) and 248.6(b)(3)(A).

15 108. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
16 recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

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

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

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

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

26 111. During the relevant time period, Defendants required other non-party Aggrieved
27 Employees to work approximately six (6) or more hours per day and seven (7) consecutive days
28 in a workweek. Because other non-party Aggrieved Employees worked over thirty (30) hours

1 per week and over six (6) hours in any one day in a workweek, they were not exempt from the
2 day-of-rest requirement. To the extent that other non-party Aggrieved Employees signed
3 purported waivers of their right to a day's rest in seven, such waivers are invalid.

4 112. Thus, during the relevant time period, and in violation of California Labor Code
5 sections 551 and 552, Defendants caused other non-party Aggrieved Employees to work more
6 than six days in seven. Other non-party Aggrieved Employees are therefore entitled to recover
7 civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

8 **FAILURE TO PROVIDE SUITABLE RESTING FACILITIES**
9 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
10 **REGULATIONS, TITLE 8, SECTION 11050(13)(B)**

11 113. At all relevant times herein, California Labor Code section 1198 makes it illegal
12 to employ an employee under conditions of labor that are prohibited by the applicable wage
13 order. California Labor Code section 1198 requires that “. . . the standard conditions of labor
14 fixed by the commission shall be the . . . standard conditions of labor for employees. The
15 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”
16 California Code of Regulations, Title 8, section 11050(13)(B) provides that “[s]uitable resting
17 facilities shall be provided in an area separate from the toilet rooms and shall be available to
18 employees during work hours.”

19 114. Defendants' California locations are generally similar in their layout and design
20 and there was, and continues to be, space that allows for a resting facility that employees may
21 use to cease work and recover during meal or rest periods. Defendants could have provided
22 Plaintiff and other non-party Aggrieved Employees with a resting facility within all of their
23 store locations, with reasonable or no modification, but instead denied, and continues to deny,
24 employees suitable areas to rest (e.g., a breakroom with seats). As a result, Plaintiff and other
25 non-party Aggrieved Employees were forced to adjust to areas not conducive to resting, such as
26 the office, inventory storage areas or facilities outside of the store which are not designated or
27 reserved for their rest.

28 115. Defendants did not provide Plaintiff and other non-party Aggrieved Employees

1 with suitable resting facilities during their work hours, particularly during meal or rest periods.
2 In other words, during the times when Plaintiff and other non-party Aggrieved Employees were
3 legally allowed to forgo assigned tasks, as in during a meal or rest period, Defendants denied
4 them any area within their store locations to cease work and recover. Moreover, Defendants did
5 not inform Plaintiff and other non-party Aggrieved Employees of their rights to suitable resting
6 facilities under California law.

7 116. As a result of Defendants' company-wide policy and/or practice of denying
8 employees any area to rest within their store locations and company-wide failure to provide
9 resting facilities in their restaurants, Plaintiff and other non-party Aggrieved Employees were
10 forced to adjust to areas not conducive to resting or search for facilities outside their restaurants
11 to cease work and recover. Defendants' failure to provide suitable resting facilities to Plaintiff
12 and other non-party Aggrieved Employees violates California Labor Code section 1198 and
13 IWC Wage Order No. 5-2001, subdivision 13(B).

14 117. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
15 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

16 **FAILURE TO PROVIDE SUITABLE SEATING**
17 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
18 **REGULATIONS, TITLE 8, SECTION 11050(14)(A)**

19 118. At all relevant times herein, California Labor Code section 1198 makes it illegal
20 to employ an employee under conditions of labor that are prohibited by the applicable wage
21 order. California Labor Code section 1198 requires that ". . . the standard conditions of labor
22 fixed by the commission shall be the . . . standard conditions of labor for employees. The
23 employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

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

27 120. Defendants' California locations are generally similar in their layout and design
28 and there was, and continues to be, space behind cash wraps and counters to allow for the

1 presence and use of a seat or stool by Plaintiff and other non-party Aggrieved Employees (with
2 reasonable or no modification to these work areas) during the performance of their work duties.
3 Defendants could provide Plaintiff and other non-party Aggrieved Employees with a seat or
4 stool at their cash wraps and counters, but instead denies employees seating and forces Plaintiff
5 and other non-party Aggrieved Employees to stand throughout the day.

6 121. Plaintiff and other non-party Aggrieved Employees spent a substantial portion of
7 their day behind or at these cash wraps and counters. The nature of the work of an employee
8 performing cashier duties in these work areas can reasonably be accomplished from a seated
9 position. However, as set forth herein, Defendants systematically, and on a company-wide
10 basis, do not provide seats or stools at or near the cash wraps and counters, forcing Plaintiff and
11 other non-party Aggrieved Employees to stand throughout their work shifts.

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

18 123. As a result of Defendants' company-wide policy and/or practice of prohibiting
19 employees from sitting during their shifts and company-wide failure to provide suitable seating,
20 Plaintiff and other non-party Aggrieved Employees were forced to stand during shifts and
21 denied seats. Defendants' failure to provide suitable seating to Plaintiff and other non-party
22 Aggrieved Employees violated and continues to violate California Labor Code section 1198 and
23 IWC Wage Order No. 5-2001, subdivision 14(A).

24 124. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
25 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

26 //

27 //

28 //

FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11050(14)(B)

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

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

127. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(B), because Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even during lulls in their work duties, nor were they provided with suitable seats in reasonable proximity to their work areas.

128. Defendants’ California locations are generally similar in their layout and design and there was, and continues to be, space near Plaintiff’s and other non-party Aggrieved Employees’ work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Plaintiff and other non-party Aggrieved Employees during lulls in operation. Defendants could have provided Plaintiff and other non-party Aggrieved Employees with a seat or stool at their work areas, but instead denied, and continues to deny Plaintiff and other non-party Aggrieved Employees suitable seating altogether and effectively forced Plaintiff and other non-party Aggrieved Employees to stand throughout the day.

129. Defendants did not provide Plaintiff and other non-party Aggrieved Employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when

1 it would not interfere with the performance of their duties for times when they were not engaged
2 in active duties that require standing. In other words, to the extent Plaintiff and other non-party
3 Aggrieved Employees engaged in duties in which the nature of the work required standing,
4 Defendants denied them the use of seats nearby during lulls in their work duties. Moreover,
5 Defendants did not inform Plaintiff and other non-party Aggrieved Employees of their rights to
6 a seat or stool under California law.

7 130. As a result of Defendants' company-wide policy and/or practice of prohibiting
8 employees from sitting at any time, even when they were not engaged in active duties requiring
9 standing, and company-wide failure to provide seats in reasonable proximity to their work areas,
10 Plaintiff and other non-party Aggrieved Employees were forced to stand during shifts and
11 denied seats. Defendants' failure to provide suitable seating to Plaintiff and other non-party
12 Aggrieved Employees violates California Labor Code section 1198 and IWC Wage Order No.
13 5-2001, subdivision 14(B).

14 131. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
15 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

16 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

17 **VIOLATION OF LABOR CODE SECTION 2802**

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

28 133. First, during the relevant time period, Defendants had a company-wide policy of

1 requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal
2 mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but
3 Defendants failed to reimburse them for the costs of their work-related mobile device expenses.
4 For example, Plaintiff was required to use her personal cellular phone to communicate with
5 management and other employees to discuss work-related matters, such as equipment
6 maintenance, procedures, inventory, and store sales numbers. Although Defendants required
7 Plaintiff and other non-party Aggrieved Employees to utilize their personal mobile devices
8 and/or mobile data to carry out their work-related responsibilities, Defendants failed to
9 reimburse them for this cost.

10 134. Second, during the relevant time period, Defendants had a company-wide policy
11 of requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal
12 vehicles to carry out company business, but failed to reimburse them for all costs of travel,
13 including mileage. For example, Plaintiff was required to use her personal vehicle to run work-
14 related errands such as making deposits at the bank, picking up and dropping off supplies and
15 ingredients at Defendants' other locations(s), and dropping off recyclable bottles at the recycling
16 center, but was not compensated for her travel expenses or mileage. Although Defendants
17 required Plaintiff and other non-party Aggrieved Employees to utilize their own vehicles to
18 carry out their work-related responsibilities, Defendants did not reimburse them for their travel
19 expenses.

20 135. Third, during the relevant time period, Defendants, on a company-wide basis,
21 required Plaintiff and other non-party Aggrieved Employees to obtain and pay for certain
22 certifications, which were required for their continued employment, as well as associated costs
23 such as training. For example, Plaintiff complied with this requirement to obtain a food handler
24 certification, but on information and belief Defendants did not reimburse her for the costs of
25 obtaining the certification. Thus, Defendants failed to reimburse Plaintiff and other non-party
26 Aggrieved Employees for the costs of obtaining these certifications, including training fees.

27 136. Defendants could have provided Plaintiff and other non-party Aggrieved
28 Employees with the actual equipment for use on the job, such as company mobile devices and

1 company vehicles. Or, Defendants could have reimbursed employees for their mobile device
2 usage; mileage; travel expenses; and certification fees. Instead, Defendants passed these
3 operating costs off onto Plaintiff and other non-party Aggrieved Employees. At all relevant
4 times, Plaintiff did not earn at least two (2) times the minimum wage.

5 137. Defendants company-wide policy and/or practice of not reimbursing employees
6 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-
7 party Aggrieved Employees violates California Labor Code section 2802. Plaintiff and other
8 non-party Aggrieved Employees are entitled to recover civil penalties, attorney's fees, costs, and
9 interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

10 **REQUEST FOR JURY TRIAL**

11 Plaintiff requests a trial by jury.

12 **PRAYER FOR RELIEF**

13 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
14 judgment against Defendants, jointly and severally, as follows:

15 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
16 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different
17 amount.

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

19 2. That the Court declare, adjudge and decree that Defendants violated the
20 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
21 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
22 (by failing to include all forms of remuneration in the "regular rate" of pay for purposes of
23 paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and
24 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
25 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
26 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
27 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned
28 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon

1 termination); 246 and 248.6 (by failing to properly calculate sick leave pay); 551 and 552 (by
2 failing to provide one day's rest in seven); 1198 and the applicable IWC Wage Order (by
3 failing to provide suitable resting facilities); 1198 and the applicable IWC Wage Order (by
4 failing to provide suitable seating); and 2802 (by failing to reimburse business expenses);

5 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3,
6 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
7 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194,
8 1197, 1198, and 2802;

9 4. For attorneys' fees and costs pursuant to California Labor Code section
10 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
11 Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 551, 552,
12 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

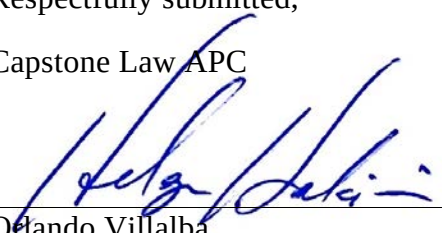
13 5. For pre-judgment and post-judgment interest as provided by law; and

14 6. For such other and further relief as the Court may deem equitable and
15 appropriate.

16
17 Dated: November 6, 2023

Respectfully submitted,

Capstone Law APC

18
19
20 By: 

Orlando Villalba

Helga Hakimi

Joseph D. Parsons

Attorneys for Plaintiff Rose Watson

EXHIBIT “1”



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September 1, 2023

VIA ONLINE SUBMISSION

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

Subject: *Rose Watson v. Pressed Juicery, Inc.*

Dear PAGA Administrator:

This office represents Rose Watson in connection with her claims under the California Labor Code. Ms. Watson was an employee of PRESSED JUICERY, INC. ("PRESSED JUICERY").

The employer may be contacted directly at the address below:

PRESSED JUICERY, INC.
8671 HAYDEN PL
CULVER CITY, CA 90232

Ms. Watson 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. Watson seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PRESSED JUICERY 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.

PRESSED JUICERY employed Ms. Watson as an hourly paid, non-exempt employee from approximately August 2022 to May 2023. Ms. Watson worked for PRESSED JUICERY as a Shift Lead at its location in Folsom, California. During her employment, Ms. Watson typically worked eight (8) or more hours per day and five (5) or more days per week. Ms. Watson was compensated approximately \$18.00 per hour at the time her employment ended with PRESSED JUICERY. Her job duties included, without limitation, processing customer transactions; conducting inventory audits; ordering ingredients and supplies; handling store deposits; and cleaning and maintaining equipment.

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

PRESSED JUICERY’s Company-Wide and Uniform Payroll and HR Practices

PRESSED JUICERY is a Delaware corporation that operates approximately 68 plant-based juice and food retail store locations in California. Upon information and belief, PRESSED JUICERY maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Culver City, California, for all non-exempt, hourly paid employees working for PRESSED JUICERY in California, including Ms. Watson and other aggrieved employees. At all relevant times, PRESSED JUICERY issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Watson and other aggrieved employees, regardless of their location or position.

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

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

First, during the relevant time period, PRESSED JUICERY had a company-wide policy and/or practice of requiring Ms. Watson and other aggrieved employees to perform work while off-the-clock after their

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

scheduled shifts, and on their days off. For example, after her scheduled shift, PRESSED JUICERY would require Ms. Watson to run errands such as taking deposits to the bank, dropping off bottles at the recycling center, and picking up or dropping off ingredients at other location(s). Specifically, Ms. Watson would take the deposits to the bank twice a week, which would take up to 30 minutes each instance. Ms. Watson was required to follow PRESSED JUICERY's written banking procedures, including making daily deposits for the preceding day prior to 3:00 p.m., and to report compliance with such deadlines at PRESSED JUICERY's weekly store meetings. As a further example, once a month, after her shift, Ms. Watson was required to drop off bottles at the Elk Grove recycling center, which would take three (3) hours round trip. Additionally, twice a month, PRESSED JUICERY's management would require Ms. Watson to pick up and drop off ingredients from other store location(s) after she had already clocked out. Ms. Watson and other aggrieved employees were unable to complete all of their assigned tasks during their scheduled shifts and would instead run work-related errands off-the-clock at PRESSED JUICERY's direction. PRESSED JUICERY could have allowed Ms. Watson and other aggrieved employees to record this off-the-clock work, but refused to do so to avoid paying Ms. Watson and other aggrieved class members overtime wages.

Moreover, approximately twice per month, PRESSED JUICERY's managers contacted Ms. Watson on her personal cellular phone about work-related matters such as completing deposits, closing registers, and maintaining equipment when she was not scheduled to work, but did not compensate her for this time. Thus, PRESSED JUICERY failed to track the time Ms. Watson and other aggrieved employees spent working after their scheduled shifts and on their days off, and Ms. Watson and other aggrieved employees received no compensation for this time.

Second, on information and belief, PRESSED JUICERY had, and continues to have, a company-wide policy and/or practice of strictly staffing its locations based on the labor hours allocated by each location's labor or payroll budget set by corporate. PRESSED JUICERY's use of labor budgets resulted in a policy of understaffing, including adopting a single-staffing model for some of its positions, such as Shift Leads, resulting in a failure to provide Ms. Watson and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Because PRESSED JUICERY did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and thus, Ms. Watson and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Additionally, PRESSED JUICERY had a practice of failing to schedule meal periods which, coupled with the lack of adequate meal period coverage, further led Ms. Watson and other aggrieved employees to not be relieved of their duties to take compliant meal periods. As a result, Ms. Watson and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Consequently, Ms. Watson and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties and handle customer demand, time for which they were not paid.

Third, on information and belief, PRESSED JUICERY's timekeeping system prevented Ms. Watson and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Watson and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, PRESSED JUICERY's timekeeping system further prevented Ms. Watson and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

PRESSED JUICERY knew or should have known that as a result of these company-wide practices and/or policies, Ms. Watson and other aggrieved employees were performing assigned duties off-the-clock after

their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Watson 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. Therefore, Ms. Watson and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, PRESSED JUICERY did not pay Ms. Watson and/or other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, PRESSED JUICERY paid Ms. Watson and/or other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. For example, PRESSED JUICERY paid Ms. Watson and other aggrieved employees nondiscretionary bonuses based on whether their store met monthly sales goals, which were listed on Ms. Watson's and other aggrieved employees' wage statements as "Bonus." However, in violation of the California Labor Code, PRESSED JUICERY failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Watson and/or other aggrieved employees worked overtime and received these other forms of pay, PRESSED JUICERY failed to pay all overtime wages by paying a lower overtime rate than required.

PRESSED JUICERY's failure to pay Ms. Watson 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. Watson 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 Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

First, during the relevant time period, PRESSED JUICERY had, and continues to have, a company-wide policy and/or practice of requiring Ms. Watson and other aggrieved employees to perform various work-related tasks while off-the-clock, after their scheduled shifts and on their days off, including making bank drops, dropping off bottles at the recycling center, picking up or dropping off ingredients at other location(s), and discussing work-related matters with management on their personal cellular phones. Thus, PRESSED JUICERY failed to track this time Ms. Watson and other aggrieved employees spent working off-the-clock, and Ms. Watson and other aggrieved employees received no compensation for this time.

Second, as set forth above, due to PRESSED JUICERY's uniform practices of utilizing labor budgets, understaffing and/or single-staffing, assigning heavy workloads, and resultant lack of meal period coverage, Ms. Watson 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. Furthermore, as set forth above, PRESSED JUICERY systematically failed to pay Ms. Watson and other aggrieved employees for actual hours worked during unpaid meal periods, because PRESSED JUICERY's timekeeping system locked out Ms. Watson other aggrieved employees for 30 minutes when they clocked out for a meal period. As a result, Ms. Watson and other aggrieved employees were not

relieved of all duties during unpaid meal periods and were required to work off-the-clock, time for which they were not paid.

Thus, PRESSED JUICERY did not pay at least minimum wages for all hours worked by Ms. Watson and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, PRESSED JUICERY 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, PRESSED JUICERY regularly failed to pay at least minimum wages to Ms. Watson 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. Watson 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.

During the relevant time period, as stated, PRESSED JUICERY had, and continues to have, a company-wide policy and/or practice of utilizing labor budgets and understaffing its locations by adopting a single-staffing model for certain positions, which, combined with the assignment of heavy workloads, and failure to schedule meal periods, resulted in lack of meal period coverage and prevented Ms. Watson and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. Watson and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, approximately three (3) times per week, Ms. Watson missed her meal periods entirely due to the lack of coverage. On days when Ms. Watson was able to take her meal periods, she took them late, approximately after five (5) hours into her shifts, and often had her meal periods interrupted and/or cut short in order to assist with customer transactions or communicate with management regarding inventory and store sales numbers. Thus, PRESSED JUICERY failed to provide Ms. Watson and other aggrieved employees with compliant, 30-minute meal periods.

Also, as stated, PRESSED JUICERY's company-wide timekeeping system prevented Ms. Watson and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Watson and other aggrieved employees once they clocked

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

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

Furthermore, PRESSED JUICERY engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Ms. Watson and other aggrieved employees have not received all premium pay for missed, interrupted, late and/or shortened meal periods. Alternatively, to the extent that PRESSED JUICERY did pay Ms. Watson and other aggrieved employees premium pay for missed, late, interrupted, and/or shortened meal periods, PRESSED JUICERY did not pay Ms. Watson and other aggrieved employees at the correct rate of pay for premiums because PRESSED JUICERY 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. Therefore, during times when Ms. Watson and other aggrieved employees received meal period premiums and these other forms of pay, PRESSED JUICERY failed to pay full meal period premiums by paying a lower rate than required. Specifically, PRESSED JUICERY paid Ms. Watson and other aggrieved employees meal period premiums at their straight hourly rate of pay instead of at their regular rate of pay.

Accordingly, PRESSED JUICERY failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Watson and other aggrieved employees are entitled to 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, PRESSED JUICERY regularly failed to authorize and permit Ms. Watson 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, PRESSED JUICERY’s company-wide practices of labor budgeting, understaffing and/or single-staffing, and assigning heavy workloads resulted in a lack of rest period coverage and prevented Ms. Watson and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. PRESSED JUICERY also failed to schedule rest periods, which, coupled with PRESSED JUICERY’s failure to provide adequate rest period coverage, further led to Ms. Watson and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, during the relevant time period, PRESSED JUICERY maintained a company-wide on-premises rest period policy, which effectively required that Ms. Watson and other aggrieved employees remain on PRESSED JUICERY’s premises during their rest periods. Because Ms. Watson and 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, PRESSED JUICERY effectively maintained control over Ms. Watson and other aggrieved employees during rest periods.

As a result of PRESSED JUICERY’s practices and policies, Ms. Watson and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout her employment, Ms. Watson had to regularly forego her rest periods entirely because her location was busy, and there was a lack of coverage.

PRESSED JUICERY also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Watson and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that PRESSED JUICERY did pay Ms. Watson and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, PRESSED JUICERY did not pay Ms. Watson and other aggrieved employees at the correct rate of pay for premiums because PRESSED JUICERY 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, PRESSED JUICERY failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Watson and other aggrieved employees are entitled to 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. PRESSED JUICERY has not provided Ms. Watson 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, PRESSED JUICERY has knowingly and intentionally provided Ms. Watson and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PRESSED JUICERY issued uniform wage statements to Ms. Watson 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, PRESSED JUICERY violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because PRESSED JUICERY did not record the time Ms. Watson and other aggrieved employees spent working off-the-clock and/or deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), PRESSED JUICERY did not list the correct amount of gross wages and net wages earned by Ms. Watson and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, PRESSED JUICERY failed to accurately list the total number of hours worked by Ms. Watson 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).

In addition, because PRESSED JUICERY did not calculate Ms. Watson'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, PRESSED JUICERY did not list the correct amount of gross wages earned by Ms. Watson and other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by Ms. Watson and other aggrieved employees in violation of section 226(a)(5). PRESSED JUICERY 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, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours they 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), PRESSED JUICERY willfully failed to maintain accurate payroll records for Ms. Watson 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, PRESSED JUICERY engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Watson and other aggrieved employees in violation of section 1198. Furthermore, in light of PRESSED JUICERY’s failure to provide Ms. Watson and other aggrieved employees with second 30-minute meal periods to which they were entitled, PRESSED JUICERY kept no records of meal start and end times for second meal periods.

Because PRESSED JUICERY failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Watson 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. Watson 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. Watson 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, PRESSED JUICERY failed to pay Ms. Watson 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. Watson 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.

During the relevant time period, PRESSED JUICERY willfully failed to pay Ms. Watson and other aggrieved employees who are no longer employed by PRESSED JUICERY 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 PRESSED JUICERY's employ.

Ms. Watson 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

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. Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, 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, PRESSED JUICERY did not pay Ms. Watson and other aggrieved employees the correct sick leave rates of pay. As stated, in addition to an hourly wage, PRESSED JUICERY paid Ms. Watson and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, PRESSED JUICERY failed to incorporate all remunerations, including incentive pay, and nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times when Ms. Watson and other aggrieved employees took sick leave and received these other forms of pay, PRESSED JUICERY failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, PRESSED JUICERY paid Ms. Watson and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

PRESSED JUICERY'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. Watson and other aggrieved employees on a company-wide basis in violation of Labor Code sections 246(l) and 248.6(b)(3)(A). Ms. Watson 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 §§ 551 and 552 – Failure to Provide One Day's Rest in Seven

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

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

Thus, PRESSED JUICERY caused other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. 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 § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 13(B) – Failure to Provide Suitable Resting Facilities

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(13)(B) provides that “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

PRESSED JUICERY's California locations are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. PRESSED JUICERY could have provided Ms. Watson and other aggrieved employees with a suitable resting facility within all of its store locations, with reasonable or no modification, but instead denied, and continues to deny, employees suitable areas to rest (e.g., a breakroom with seats). As a result, Ms. Watson and other aggrieved employees were forced to adjust to areas not conducive to resting, such as using the office and inventory storage areas or searching for areas outside of the store which are not designated or reserved for their rest.

PRESSED JUICERY did not provide Ms. Watson and other aggrieved employees with suitable resting facilities during their work hours, particularly during meal or rest periods. In other words, during the times when Ms. Watson and other aggrieved employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, PRESSED JUICERY denied them any area within its store locations to

cease work and recover. Moreover, PRESSED JUICERY did not inform Ms. Watson and other aggrieved employees of their rights to suitable resting facilities under California law.

As a result of PRESSED JUICERY's company-wide failure to provide suitable resting facilities in its store locations, Ms. Watson and other aggrieved employees were forced to adjust to areas not conducive to resting or search for facilities outside their stores to cease work and recover. PRESSED JUICERY's failure to provide suitable resting facilities to Ms. Watson and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 13(B).

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

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

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

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

PRESSED JUICERY's California locations are generally similar in their layout and design and there was, and continues to be, space behind cash wraps and counters to allow for the presence and use of a seat or stool by other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. PRESSED JUICERY could provide Ms. Watson and other aggrieved employees with a seat or stool at its cash wraps and counters, but instead denies employees seating and forces Ms. Watson and other aggrieved employees to stand throughout the day.

Ms. Watson and other aggrieved employees spent a substantial portion of their day behind or at these cash wraps and counters. The nature of the work of an employee performing cashier duties in these work areas can reasonably be accomplished from a seated position. However, as set forth herein, PRESSED JUICERY systematically, and on a company-wide basis, does not provide seats or stools at or near the cash wraps and counters, forcing Ms. Watson and other aggrieved employees to stand throughout their work shifts.

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

As a result of PRESSED JUICERY's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Ms. Watson and other aggrieved employees were forced to stand during shifts and denied seats. PRESSED JUICERY failure to provide suitable seating to Ms. Watson and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, subdivision 14(A).

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

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

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

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

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

PRESSED JUICERY did not provide Ms. Watson and other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. Watson and other aggrieved employees engaged in duties in which the nature of the work required standing, PRESSED JUICERY denied them the use of seats nearby during

lulls in their work duties. Moreover, PRESSED JUICERY did not inform Ms. Watson and other aggrieved employees of their rights to a seat or stool under California law.

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

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

First, during the relevant time period, PRESSED JUICERY, on a company-wide basis, required that Ms. Watson and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Watson was required to use her personal cellular phone to communicate with PRESSED JUICERY's management and other employees to discuss work-related matters, such as equipment maintenance, procedures, inventory, and store sales numbers. Although PRESSED JUICERY required Ms. Watson and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, PRESSED JUICERY failed to reimburse them for these costs.

Second, during the relevant time period, PRESSED JUICERY, on a company-wide basis, required that Ms. Watson and other aggrieved employees use their own personal vehicles for work purposes, but failed to reimburse them for all costs of travel, including mileage. For example, Ms. Watson was required to use her personal vehicle to run work-related errands such as making deposits at the bank, picking up and dropping off supplies and ingredients at PRESSED JUICERY's other locations(s), and dropping off recyclable bottles at the recycling center, but was not compensated for her travel expenses or mileage. Although PRESSED JUICERY required Ms. Watson and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, PRESSED JUICERY failed to reimburse them for their mileage or travel expenses.

Third, during the relevant time period, PRESSED JUICERY, on a company-wide basis, required Ms. Watson and/or other aggrieved employees to obtain and pay for certain certifications, which were required for their continued employment, as well as associated costs such as training. For example, Ms. Watson complied with this requirement to obtain a food handler certification, but, on information and belief, PRESSED JUICERY did not reimburse her for the costs of obtaining the certification. Thus,

PRESSED JUICERY failed to reimburse Ms. Watson and/or other aggrieved employees for the costs of obtaining these certifications, including training fees.

PRESSED JUICERY could have provided Ms. Watson and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles. Or, PRESSED JUICERY could have reimbursed employees for the costs of their mobile device usage, travel expenses, mileage, and certification fees. Instead, PRESSED JUICERY passed these operating costs off onto Ms. Watson and other aggrieved employees. At all relevant times, Ms. Watson did not earn at least two (2) times the minimum wage.

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

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.” PRESSED JUICERY, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Watson’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Watson seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Watson, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against PRESSED JUICERY for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

Pre-Litigation Demand

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

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

1. PRESSED JUICERY shall pay Ms. Watson and all other aggrieved employees employed by PRESSED JUICERY at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. PRESSED JUICERY 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. PRESSED JUICERY shall conduct a survey or interview all current and former aggrieved employees in California who worked for PRESSED JUICERY 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, travel expenses, mileage, and certification expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. PRESSED JUICERY 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. PRESSED JUICERY 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. PRESSED JUICERY shall properly calculate aggrieved employees' rates of pay for overtime, meal and rest period premiums, and/or paid sick leave based on all remuneration paid, pursuant to Labor Code sections 226.7, 510, 246(l), and/or 248.6(b)(3)(A).
6. PRESSED JUICERY shall provide all aggrieved employees who worked over thirty (30) hours per week and over six (6) hours per day in a workweek with one day's rest in seven, as required by Labor Code sections 551 and 552.
7. PRESSED JUICERY shall pay accrued legal interest to Ms. Watson and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
8. PRESSED JUICERY shall provide Ms. Watson and all aggrieved employees employed by PRESSED JUICERY 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).
9. PRESSED JUICERY shall pay waiting time penalties, equal to 30 days of pay, to Ms. Watson and each former aggrieved employee who was not paid all wages due as described herein.
10. PRESSED JUICERY shall implement and provide suitable seating and suitable resting facilities to Ms. Watson and all aggrieved employees.
11. PRESSED JUICERY shall reimburse Ms. Watson and all aggrieved employees who were required to pay for any business expenses incurred for PRESSED JUICERY's benefit, including, but not limited to, mobile device usage, travel expenses, mileage, certification expenses, and other expenditures, as required by Labor Code section 2802.
12. PRESSED JUICERY 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 IWC Wage Order No. 5-2001, 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:

Jezzette Ron
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 "J. Ron". The signature is stylized with a large, looped "J" and a cursive "Ron".

Jezzette Ron

Copy: PRESSED JUICERY, INC. (via U.S. Certified Mail)

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.

**PRESSED JUICERY,
INC.
8671 HAYDEN PL
CULVER CITY, CA 90232**



9590 9402 7690 2122 7150 88

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9662

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

3. Service Type

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

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

Restricted Delivery

Domestic Return Re