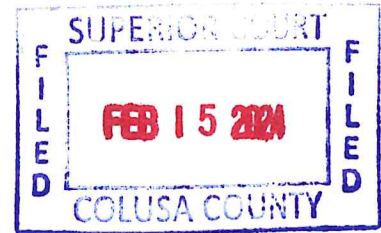


BY FAX

COPY

ENDORSED



Status Conference

Set For

6/18/24 At 9:00am

COLUSA COUNTY SUPERIOR COURT

Dept. 1

ASSIGNED TO JUDGE
JEFFREY A. THOMPSON
FOR ALL PURPOSES

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Attorneys for Plaintiff Lacey Esperson

SUPERIOR COURT OF CALIFORNIA

COUNTY OF COLUSA

LACY ESPERSON,

Plaintiff,

vs.

KAUAI RESTAURANT, INC., a corporation;
and DOES 1-100, inclusive,

Defendants.

Case No.: CV 24734

CLASS ACTION COMPLAINT

1. FAILURE TO PAY MINIMUM WAGE
2. FAILURE TO PAY OVERTIME
3. FAILURE TO PROVIDE MEAL BREAKS
4. FAILURE TO PROVIDE REST BREAKS
5. FAILURE TO PAY ALL WAGES DUE AND OWING AT END OF EMPLOYMENT
6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
7. FAILURE TO REIMBURSE BUSINESS EXPENSES
8. UNLAWFUL BUSINESS PRACTICES

Plaintiff Lacey Esperson brings this class and individual action against Kauai Restaurant, Inc. and Does 1-100 for violations of the California Labor Code and the Business and Professions Code.

PARTIES

1. Lacey Esperson ("Plaintiff") is and at all times relevant herein was employed in Sutter County, California, and was an "employee" as defined by the California Labor Code ("Labor Code") and the applicable California Industrial Wage Commission ("IWC") Order(s).

2. Kauai Restaurant, Inc. ("KRI") is a corporation organized and existing under the laws of the state of California, with its principal place of business located at 1547 Starr Drive, Suite G, Yuba City, Sutter County, California, and which is registered to conduct business and does conduct business in California.

3. At all times relevant herein, KRI has been an “employer” as defined by the Labor Code and applicable IWC Order(s) and employed Plaintiff.

4. KRI and Does 1-100 are collectively referred to as Defendants.

5. Plaintiff is informed and believes, and on that basis alleges, that each of the Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants was acting as the employer, joint employer, agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

JURISDICTION AND VENUE

7. This Court is the proper Court, and this action is properly filed in the Superior Court of California for the County of Sutter because KRI is a resident of Colusa County, Defendants conduct business in this County, and Plaintiff has performed work for Defendants in this County. Plaintiff hereby demands a jury trial.

GENERAL ALLEGATIONS

8. KRI operates several McDonald's restaurants in northern California.

9. Plaintiff worked at KRI's Williams, CA location from approximately January 2021 through mid-November 2023.

1 10. Throughout her employment, Plaintiff was a non-exempt employee entitled to be paid
2 for every hour worked and overtime as appropriate.

3 11. Because of their uniform and unlawful compensation system, KRI's hourly, non-
4 exempt employees were routinely denied at least minimum wage for all hours worked.

5 12. Specifically, KRI would (a) refuse to pay employees minimum wage for each hour
6 worked, (b) require employers to work off-the-clock, (c) unlawfully round employees' time, and/or (d)
7 manipulate employees' time to their detriment.

8 13. For Plaintiff this included, but was not limited to, being denied pay for all time spent
9 closing the restaurant after being required to clock out.

10 14. Because of their unlawful and uniform compensation system, KRI's hourly, non-
11 exempt employees were routinely denied overtime compensation for all overtime hours worked.

12 15. Specifically, KRI would (a) refuse to pay employees for every hour of overtime
13 worked, (b) require employees to work off-the-clock, (c) unlawfully round employees' time, and/or (d)
14 manipulate employees' time to their detriment.

15 16. As set forth above, for Plaintiff this included, but was not limited to, being denied pay
16 for all time spent closing the restaurant after being required to clock out.

17 17. KRI also failed to pay their employees' overtime and double time for all hours worked
18 in excess of 8 in day, 40 in week, or when they worked seven or more days in a row.

19 18. Because of their busy schedules, understaffing, and KRI's uniform unlawful policies,
20 KRI's non-exempt employees routinely were not relieved of all duties for their meal breaks, were not
21 timely provided meal breaks, were not provided uninterrupted meal breaks and/or were not provided
22 the requisite number of meal breaks for the duration of their shifts.

23 19. KRI would also instruct their hourly, non-exempt employees to report compliant meal
24 breaks and/or manipulate their time to reflect that compliant meal breaks had been provided when in
25 fact they had not.

26 20. Additionally, when their hourly, non-exempt employees were not provided compliant
27 meal breaks, KRI failed to pay the appropriate premiums.
28

1 21. Because of their busy schedules, understaffing, and KRI's uniform unlawful policies,
2 KRI's non-exempt employees routinely were not relieved of all duties for their duty-free rest breaks,
3 were not timely provided duty-free rest breaks, were not provided uninterrupted duty-free rest breaks
4 and/or were not provided the requisite number of duty-free rest breaks for the duration of their shifts.

5 22. Additionally, when their non-exempt employees were not provided compliant rest
6 breaks, KRI failed to pay the appropriate premiums.

7 23. Throughout her employment, Plaintiff complained on numerous occasions about the
8 aforementioned pay and break related issues. Each of Plaintiff's complaints were ignored.

9 24. Because of the violations set forth above, the wage statements furnished by KRI to its
10 non-exempt employees violated Labor Code section 226(a) insofar as they failed to:

- 11 a. Accurately show the gross wages earned in violation of section 226(a)(1);
- 12 b. Accurately show the total number of hours worked by the employee in violation of
- 13 section 226(a)(2);
- 14 c. Accurately show the net wages earned in violation of section 226(a)(5); and
- 15 d. Accurately show all applicable hourly rates in effect during the pay period and the
- 16 corresponding number of hours worked at each hourly rate in violation of section
- 17 226(a)(9).

18 25. Separately, and apart from the above, the wage statements KRI furnishes to its non-
19 exempt employees violate Labor Code section 226(a) insofar as they fail to accurately set forth the
20 name and address of the legal entity that is the employer in violation of section 226(a)(8).
21 Specifically, they list "Kauai Restaurants DBA McDonald's of Marysville" as Employer's name and
22 "PO Box 3237 Yuba City, CA 95992" as Employer's address. See **Exhibit A**. Employer is registered
23 with the California Secretary of State as "Kauai Restaurant, Inc." with a principal and mailing address
24 of "1547 Starr Dr STE G Yuba City, CA 95993". See **Exhibit B**.

25 26. The use of a non-physical address that is not KRI's principal place of business injured
26 Plaintiff in that she could not promptly and easily determine the appropriate name and contact
27 information for KRI. This is especially problematic in a franchise situation where, although Plaintiff
28 works at a McDonald's, the franchisee is her primary direct employer.

27. Because Plaintiff and KRI's other non-exempt employees are not compensated at all or not properly compensated for all of their minimum wage, overtime, and meal / breaks (or premiums associate therewith), they are not timely compensated for the same during each pay period and at the end of their employment.

28. Plaintiff and KRI's other non-exempt employees were not properly reimbursed for business expenses incurred in the performance of their job duties. These expenses included, but were not limited to, required use of their personal cell phones to communicate with KRI and their co-workers.

29. From at least four years prior to the filing of this action, KRI has adopted and employed unfair business practices. These unfair business practices include, but are not limited to, failing to properly pay all minimum and overtime wages due, failing to provide compliant meal and rest breaks, and failing to reimburse employees for all business expresses.

CLASS ACTION ALLEGATIONS

30. Plaintiff seeks to maintain this action as a class action as to the First through Eighth Causes of Action. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a class action pursuant to Code of Civil Procedure 382. The putative classes which Plaintiff seeks to represent consist of the following:

- a. All current and former non-exempt employees who worked for Defendants from January 24, 2020, through the date of trial (the “Non-Exempt Class”);
- b. All current and former non-exempt employees worked one or more shifts of longer than five hours for Defendants from January 24, 2020, through the date of trial (the “Meal Break Class”);
- c. All current and former non-exempt employees who worked for Defendants from January 24, 2020, through the date of trial (the “Rest Break Class”);
- d. All current and former non-exempt employees who received a wage statement from Defendants from January 24, 2023, through the date of trial (the “Wage Statement Class”);

- 1 e. All current and non-exempt employees who worked for Defendants from January
2 24, 2020, through the date of trial (the “the 2802 Class”); and
3 f. All members of the Non-Exempt Class, the, Meal Break Class, and the Rest Break
4 Class, whose employment ended between January 24, 2021, through the date of trial
5 (the “Waiting Time Penalty Class”).

6 The Non-Exempt Class, Meal Break Class, Rest Break Class, Wage Statement Class, 2802 Class, and
7 Waiting Time Penalty Class are collectively referred to as the “Class”.

8 31. The class of persons is so numerous that joinder of all members is impracticable, and
9 the disposition of their claims in a class action is a benefit to the parties and to the Court. Plaintiff is
10 informed and believes, and based thereon alleges, that Defendants employ more than 500 employees
11 who satisfy the class definition. Although the exact number and identity of class members is not
12 presently known, they can be identified in Defendants’ records through coordinated discovery
13 pursuant to this class action.

14 32. This action may be maintained as a class because the questions of law and fact which
15 are common to class members clearly predominate over any questions affecting only individual
16 members and because a class action is superior to other available methods for adjudicating the
17 controversy.

18 33. There are numerous common questions of law and fact arising out of Defendants’
19 conduct. This class action focuses on Defendants’ systematic failure to: (a) properly pay employees
20 for all hours worked, including overtime; (b) provide compliant meal and rest breaks and to pay the
21 requisite premiums in the event of non-compliant breaks; (c) provide accurate itemized wage
22 statements, (d) reimburse non-exempt employees for business expenses, and (e) timely pay all wages
23 due and owing each pay period and at the end of employment.

24 34. Furthermore, common questions of fact and law predominate over any questions
25 affecting only individual members of the class. The predominating common or class-wide questions
26 of law and fact include the following:

- 27 a. Whether Defendants failed to pay all their non-exempt employees for all hours
28 worked;

- b. Whether Defendants failed to pay their non-exempt employees for all overtime worked;
- c. Whether Defendants failed to provide compliant meal and rest breaks to their non-exempt employees;
- d. Whether Defendants failed to pay all earned wages to their non-exempt employees;
- e. Whether Defendants failed to pay premiums to their non-exempt employees as a result of non-compliant meal and rest breaks;
- f. Whether the Defendants failed to furnish accurate itemized wage statements;
- g. Whether inaccuracies in the wage statements caused injury;
- h. Whether Defendants failed to reimburse their non-exempt employees for all business expenses they reasonably incurred carrying out their job duties;
- i. Whether Defendants failed to pay all wages due and owing at end of their non-exempt employees' employment;
- j. Whether the alleged violations constitute unfair business practices;
- k. Whether the Class is entitled to injunctive relief; and
- l. Whether the Class is entitled to unpaid wages, statutory penalties and/or restitutionary relief, and the amount of the same.

35. Plaintiff's claims are typical of the claims of the members of the Class as a whole, all of whom have sustained and/or will sustain damage and injury as a proximate and/or legal result of the alleged violations of Defendants. Plaintiff's claims are typical of those of the Class because Defendants subjected Plaintiff and each member of the Class to the same violations alleged herein.

36. The defenses of Defendants, to the extent that such defenses apply, are applicable generally to the whole Class and are not distinguishable as to the proposed class members.

37. Plaintiff will fairly and adequately protect the interests of all members of the Class, and has retained attorneys with extensive experience in litigation, including class and representative actions. Plaintiff has no interests that conflict with those of the Class. Plaintiff is able to fairly and adequately protect the interests of all members of the class because it is in his best interest to prosecute

1 the claims alleged herein in order to obtain the full compensation due himself and the other class
2 members.

3 38. A class action is superior to any other method available for fairly and efficiently
4 adjudicating the controversy because 1) joinder of individual class members is not practicable, 2)
5 litigating the claims of individual class members would be unnecessarily costly and burdensome and
6 would deter individual claims, 3) litigating the claims of individual class members would create a risk
7 of inconsistent or varying adjudications that would establish incompatible standards of conduct for
8 Defendants, 4) class members still working for Defendants may be fearful of retaliation if they were to
9 bring individual claims, 5) class members would be discouraged from pursuing individual claims
10 because the damages available to them are relatively small, and 6) public policy encourages the use of
11 the class actions to enforce employment laws and protect individuals who, by virtue of their
12 subordinate position, are particularly vulnerable.

13 39. Judicial economy will be served by maintenance of this lawsuit as a class action. To
14 process numerous virtually identical individual cases will significantly increase the expense to and
15 burden on the Court, the class members, and Defendants, all while unnecessarily delaying the
16 resolution of this matter. There are no obstacles to effective and efficient management of this lawsuit
17 as a class action by this Court and doing so will provide multiple benefits to the litigating parties
18 including, but not limited to, efficiency, economy, and uniform adjudication with consistent results.

19 40. Notice of a certified class action and any result or resolution of the litigation can be
20 provided to class members by mail, email, publication, or such other methods of notice as deemed
21 appropriate by the Court.

22 **FIRST CAUSE OF ACTION**
23 **VIOLATION OF CALIFORNIA LABOR CODE § 1128.12 et seq.**
24 **(Failure to Pay Minimum Wage)**
Against Defendants

25 41. Plaintiff hereby realleges and incorporates by reference each and every allegation set
26 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
27 allegations of this cause of action.
28

1 42. California Labor Code section 1182.12 establishes the minimum wage for California
2 employees from July 1, 2014, to present.

3 43. Labor Code Section 1194 provides, in relevant part:

4 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
5 than the legal minimum wage ... applicable to the employee is entitled to recover in a
6 civil action the unpaid balance of the full amount of this minimum wage ... including
interest thereon, reasonable attorney's fees, and costs of suit.

7 44. Labor Code section 1194.2 provides, in relevant part:

8 In any action under ... Section 1194 to recover wages because of the payment of a wage
9 less than the minimum wage fixed by an order of the commission, an employee shall be
10 entitled to recover liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

11 45. Labor Code section 1197 provides that the minimum wage for employees fixed by the
12 commission is the minimum wage to be paid to employees, and the payment of a lesser wage is
13 unlawful.

14 46. Pursuant to California Labor Code section 1198, the maximum hours of work and
15 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
16 standard conditions of labor for employees and the employment of any employee for longer hours than
17 those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

18 47. During the relevant time period, Defendants intentionally and willfully failed to pay
19 Plaintiff and their other non-exempt employees for every hour worked and subject to the control of
20 Defendants.

21 48. Wherefore, Plaintiff and the other members of the Non-Exempt Class have been injured
22 as set forth above and request relief as hereafter provided.

23 **SECOND CAUSE OF ACTION**
24 **VIOLATION OF CALIFORNIA LABOR CODE §§ 510 & 1198**
25 **(Failure to Pay Overtime)**
 Against Defendants

26 49. Plaintiff hereby realleges and incorporates by reference each and every allegation set
27 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
28 allegations of this cause of action.

1 50. Pursuant to California Labor Code section 510, any work in excess of eight hours in
2 one workday and any work in excess of 40 hours in any one workweek and the first eight hours
3 worked on the seventh day of work in any one workweek shall be compensated at the rate of no less
4 than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours
5 in one day shall be compensated at the rate of no less than twice the regular rate of pay for an
6 employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be
7 compensated at the rate of no less than twice the regular rate of pay of an employee.

8 51. Pursuant to California Labor Code section 1198, the maximum hours of work and
9 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
10 standard conditions of labor for employees and the employment of any employee for longer hours than
11 those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

12 52. During the relevant time period, and as explained more fully in the preceding
13 paragraphs, Plaintiff and Defendants' other non-exempt employees regularly worked overtime.

14 53. During the relevant time period, Defendants intentionally and willfully failed to pay
15 Plaintiff and their other non-exempt employees the proper overtime wages due to them.

16 54. Wherefore, Plaintiff and the other members Non-Exempt Class have been injured as set
17 forth above and request relief as hereafter provided.

18 **THIRD CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS**
20 **(Failure to Provide Meal Periods)**
21 **Against Defendants**

22 55. Plaintiff hereby realleges and incorporates by reference each and every allegation set
23 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
24 allegations of this cause of action.

25 56. Labor Code § 226.7 requires employers to provide employees meal breaks as mandated
26 by Order of the Industrial Welfare Commission. It states:

- 27 a. No employer shall require any employee to work during any meal or rest period
28 mandated by an applicable order of the Industrial Welfare Commission.
- b. If an employer fails to provide an employee a meal period or rest period in
 accordance with an applicable order of the Industrial Welfare Commission, the

1 employer shall pay the employee 1 additional hour of pay at the employee's
2 regular rate of compensation for each work day that the meal or rest period is
3 not provided.

4 57. Labor Code § 512(a) and the applicable Wage Order(s) provide that an employer may
5 not employ a person for a work period of more than 5 hours per day without providing that employee a
6 meal period of not less than 30 minutes, except that if the total work period per day is no more than six
7 hours, the meal period may be waived by mutual consent of both the employer and employee. An
8 employer may not employ a person for a work period of more than 10 hours per day without providing
9 an employee with a second meal period of not less than 30 minutes, except that if the total work period
10 per day of the employee is no more than twelve 12 hours, the meal period may be waived by mutual
11 consent of both the employer and the employee, and if the first meal period was not waived.

12 58. During the relevant time period, Plaintiff and Defendants' other non-exempt employees
13 were not provided with compliant meal breaks, nor did they receive an additional hour of premium pay
14 for each missed meal break.

15 59. Wherefore, Plaintiff and the other members of the Meal Break Class have been injured
16 as set forth above and request relief as hereafter provided.

17 **FOURTH CAUSE OF ACTION**
18 **VIOLATION OF LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS**
19 **(Failure to Provide Rest Periods)**
20 **Against Defendants**

21 60. Plaintiff hereby realleges and incorporates by reference each and every allegation set
22 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
23 allegations of this cause of action.

24 61. Labor Code § 226.7 requires employers to provide employees rest periods as mandated
25 by Order of the Industrial Welfare Commission. It states:

- 26 a. No employer shall require any employee to work during any meal or rest period
27 mandated by an applicable order of the Industrial Welfare Commission.
28 b. If an employer fails to provide an employee a meal period or rest period in
accordance with an applicable order of the Industrial Welfare Commission, the
employer shall pay the employee 1 additional hour of pay at the employee's

1 regular rate of compensation for each work day that the meal or rest period is
2 not provided

3 62. The applicable Wage Order(s) provides that every “employer shall authorize and permit
4 all employees to take rest periods, which insofar as practicable shall be in the middle of each work
5 period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten
6 (10) minutes net rest time per four (4) hours or major fraction thereof...” The applicable Wage Order
7 further provides that “[i]f an employer fails to provide an employee rest period in accordance with the
8 applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the
9 employee’s regular rate of compensation for each workday that the rest period is not provided.”

10 63. During the relevant time period, Plaintiff and Defendants’ other non-exempt employees
11 were not provided with compliant rest breaks, nor did they receive an additional hour of premium pay
12 for each missed rest break.

13 64. Wherefore, Plaintiff and the other members of the Rest Break Class have been injured
14 as set forth above and request relief as hereafter provided.

15 **FIFTH CAUSE OF ACTION**
16 **VIOLATION OF LABOR CODE §§ 201, ET SEQ.**
17 **(Failure to Pay All Wages Due and Owing at End of Employment)**
18 **Against Defendants**

19 65. Plaintiff hereby realleges and incorporates by reference each and every allegation set
20 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
21 allegations of this cause of action.

22 66. California Labor Code section 201 provides that if an employer discharges an
23 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

24 67. California Labor Code section 202 requires an employer to pay an employee all earned
25 wages within 72 hours of the employee quitting his or her employment, or immediately at the time of
26 quitting if the employee has given 72 hours previous notice of his or her intention to quit.

27 68. As set forth above, Plaintiff and Defendants’ other non-exempt employees were not
28 timely paid all of their earned wages during employment, including minimum wage, overtime, and
meal and rest break premiums. As a result, there were necessarily outstanding and unpaid wages due
and owing when their employment with Defendants ended. Those wages remain outstanding.

1 69. Wherefore, Plaintiff and the other members of the Waiting Time Penalty Class have
2 been injured as set forth above and request relief as hereafter provided.

3 **SIXTH CAUSE OF ACTION**
4 **VIOLATION OF LABOR CODE § 226(a)**
5 **(Failure to Furnish Accurate Itemized Wage Statements)**
6 **Against Defendants**

7 70. Plaintiff hereby realleges and incorporates by reference each and every allegation set
8 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
9 allegations of this cause of action.

10 71. Pursuant to California Labor Code section 226(a) “every employer shall, semimonthly
11 or at the time of each payment of wages, furnish each of his or her employees, either as a detachable
12 part of the check, draft, or voucher paying the employee’s wages, or separately when the wages are
13 paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
14 earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and
15 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages
16 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
17 employee and only the last four digits of his or her social security number or an employee
18 identification number, (8) the name and address of the legal entity that is the employer [. . .], (9) all
19 applicable hourly rates in effect during the pay period and corresponding number of hours worked at
20 each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate
21 of pay and the total hours worked for each temporary services assignment.”

22 72. An employee suffering injury as a result of the knowing and intentional failure by an
23 employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual
24 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
25 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate
26 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
27 attorney’s fees. Labor Code § 226(e)(1).

28 ///

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1 73. An employee is deemed to suffer injury if the employer fails to provide a wage
2 statement or if the employer fails to provide accurate and complete information as required by any one
3 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
4 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
5 during the pay period or any of the other information required to be provided pursuant to Labor Code
6 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the
7 name and address of the employer and iv) the name of the employee and the last four digits of his or
8 her social security number or employee identification number. Labor Code § 226(e)(2)(A) and (B)(i)-
9 (iv). "Promptly and easily determine" means a reasonable person would be able to readily ascertain
10 the information without reference to other documents or information. Labor Code § 226(e)(2)(C).

11 74. As set forth above, Defendants intentionally and willfully failed to furnish accurate
12 itemized wage statements which complied with Labor Code section 226.

13 75. Wherefore, Plaintiff and the other members of the Wage Statement Class have been
14 injured as set forth above and request relief as hereafter provided.

15 **SEVENTH CAUSE OF ACTION**
16 **VIOLATION OF CALIFORNIA LABOR CODE § 2802**
17 **(Failure to Reimburse Business Expenses)**
 Against Defendants

18 76. Plaintiff hereby realleges and incorporates by reference each and every allegation set
19 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
20 allegations of this cause of action.

21 77. Labor Code section 2802 requires employers to reimburse their employees for business
22 expenses reasonably incurred in the performance of their job duties.

23 78. As set forth above, Defendants have failed to reimburse their non-exempt employees
24 for expenses incurred as a direct consequence of the performance of their job duties.

25 79. Wherefore, Plaintiff and the other members of the 2802 Class have been injured as set
26 forth above and request relief as hereafter provided.

27 ///

28 ///

EIGHTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 *ET SEQ.*
(Unfair Business Practices)
Against Defendants

80. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

81. The statutory violations, as alleged above, are unfair business practices within the meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq.*), and include, but are not limited to failing to properly pay minimum and overtime wages, failing to provide complaint meal and rest breaks or to pay premiums associated with the same, and failing to reimburse all reasonably necessary expenses incurred.

82. Wherefore, Plaintiff and the other members of the Non-Exempt Class and the 2802 Class have been damaged as set forth above and request relief as hereafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays judgment against Defendants as follows:

As to the First through Eighth Causes of Action:

1. That this Court certify the Class;
2. That this Court appoint Plaintiff as representative of the Class;
3. That this Court appoint Mayall Hurley, P.C. as Class Counsel;
4. That this Court award actual, compensatory, special, and general damages as well as restitutionary relief to Plaintiff and the members of the Class;
5. That this Court award injunctive relief, including that available under Labor Code sections 226(h) and Business and Professions Code Section 17203;
6. That this Court award penalties and liquidated damages including, but not limited to, those available under Labor Code sections 203, 226, 226.7, 512 and 1194.2;
7. That this Court award statutory attorneys' fees and costs, including those available under Labor Code sections 218.5, 226(e)(1), and 1194 as well as Code of Civil Procedure section 1021.5;

1 8. That this Court award prejudgment and post-judgment interest according to any
2 applicable provision of law or as otherwise permitted by law; and

3 9. That this Court award such other and further relief as the court deems just and proper.
4

5 **DATED:** February 9, 2024

MAYALL HURLEY P.C.

6
7 By _____



ROBERT J. WASSERMANN

JENNY D. BAYSINGER

Attorneys for Plaintiff and the Putative Class
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EXHIBIT A

KAUAI RESTAURANTS
DBA McDonald's of Marysville
PO Box 3237
Yuba City, CA 95992



WELLS FARGO BANK
NA

Check Date: 11/15/2023
Check #: 9222

Pay To The Order Of **LACEY ESPERSON**

Amount: One Thousand Three Hundred Thirty Dollars and 93/100 Cents \$ **1,330.93**

10214/200 5041 11/15/2023 9022

LACEY ESPERSON
111 MAXWELL ROAD
MAXWELL, CA 95955

John Cook
Authorized Signature

#5041 - LACEY ESPERSON - XXX-XX-9738
10214/200

Check 9222

Pay Date: 11/15/2023
Pay Period: 11/01/2023-11/15/2023

Earnings

	Rate	Hours	YTD	Current	YTD
OVERTIME					387.73
SICK	19.25	7.50	15.00	144.38	279.38
STANDARD	19.25	69.62	1801.52	1,340.19	31,672.66
WAGE COR					36.00
Gross Pay				1,484.57	32,375.77
Hours Worked		69.62	1801.52		
Hours Paid		77.12	1816.52		

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	1,484.57	32,375.77	8.07	276.56
FICA	1,484.57	32,375.77	92.05	2,007.30
MEDI	1,484.57	32,375.77	21.53	469.45
SIT:CA	1,484.57	32,375.77	18.63	403.73
SDI:CA	1,484.57	32,375.77	13.36	291.38
Total			153.64	3,448.42

Net Pay **1,330.93** **28,927.35**

Check	1,330.93	1,330.93
Checking	0.00	27,596.42

Company Paid Benefits

	Current	YTD
SUTA_SC:CA		6.99
SUTA:CA		112.00
Total	0.00	118.99

Accruals

	Accrued To	Taken	Available
Paid Sick Leave (Mandated)	11/01/2023	Hrs: 7.50	16.50

Tax Allowance Settings

Federal: Married Filing Jointly
Form W4 2020 And Later: Yes
Two Jobs: Yes
Claim Dependent: \$2,500.00
Deduction: \$0.00
Other Income: \$2,500.00
California: Allowances: 0
Additional Allowances: 0
Filing Status: M
Supplemental Type: BONUS

1 For information purposes only. No effect on your net pay.

KAUAI RESTAURANTS DBA McDonald's of Marysville, PO Box 3237, Yuba City, CA 95992 70418KAUAI
Business Phone #: (530) 742-3726

EXHIBIT B

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Business Search

▼ The California Business Search provides access to available information for **corporations**, **limited liability companies** and **limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number.

[Skip to main content](#) State

KAUAI RESTAURANT, INC.
(1626279)



Request Certificate

Initial Filing Date	11/01/1988
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	CALIFORNIA
Entity Type	Stock Corporation - CA - General
Principal Address	1547 STARR DR STE G YUBA CITY, CA 95993
Mailing Address	1547 STARR DR STE G YUBA CITY, CA 95993
Statement of Info Due Date	11/30/2024
Agent	Individual STEVEN A LAMON 555 CAPITAL MALL SUITE 850 SACRAMENTO, CA 95814


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Business

UCC

Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the

[Skip to main content](#) State

KAUAI RESTAURANT, INC.
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from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

kauai resta Advanced 

Results: 1

Entity
InformationInitial
Filing
DateKAUAI
RESTAURANT,
INC.
(1626279)

11/01/1988

KAUAI RESTAURANT, INC.
(1626279)Request
Certificate

Initial Filing Date 11/01/1988

Status Active

Standing - SOS Good

Standing - FTB Good

Standing - Agent Good

Standing - VCFCF Good

Formed In CALIFORNIA

Entity Type Stock Corporation - CA - General

Principal Address 1547 STARR DR STE G
YUBA CITY, CA 95993Mailing Address 1547 STARR DR STE G
YUBA CITY, CA 95993Statement of Info
Due Date 11/30/2024Agent Individual
STEVEN A LAMON
555 CAPITAL MALL SUITE 850
SACRAMENTO, CA 95814

View History



Request Access