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Attorneys for Plaintiff Gina Casey

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

GINA CASEY, 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.

CB PARTNERS LLC, a California limited
liability company; CB BEAR MOUNTAIN
BLVD 9637 LLC; a California limited
liability company; CB GARDNER FIELD
ROAD 11596 LLC, a California limited
liability company; CB GIRARD STREET
6499 LLC, a California limited liability
company; CB HIGHWAY 46 4053 LLC, a
California limited liability company; CB
HOLDINGS GROUP LLC, a California
limited liability company; CB OLIVE
DRIVE 5894 LLC, a California limited
liability company; CB PARK BLVD 26376
LLC, a California limited liability
company; CB POLK STREET 9369 LLC, a
California limited liability company; CB
RESTAURANTS GROUP LLC, a
California limited liability company; CB W.
TEHACHAPI BLVD 10453 LLC, a
California limited liability company; CB W
WHITESBRIDGE ROAD 12426 LLC, a
California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: BCV-24-100307

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

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

Jury Trial Demanded

1 Plaintiff Gina Casey, as an aggrieved employee and the State of California and all
2 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 March 14, 2024, 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 this action pursuant to the California Constitution,
17 Article VI, section 10. The statute under which this action is brought do not specify any other
18 basis for jurisdiction.

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

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

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

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

THE PARTIES

6. Plaintiff Gina Casey is a resident of Tehachapi, California. Defendants employed Plaintiff as an hourly paid, non-exempt Assistant Manager from approximately May 2023 to September 2023. Plaintiff worked for Defendants at their Burger King restaurant location in Tehachapi, California. During her employment, Plaintiff typically worked eight (8) or more hours per day and five (5) or more days per week. Plaintiff’s primary job duties included, without limitation, taking customer orders, preparing and serving food, cleaning, and cashiering.

7. CB PARTNERS LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. CB BEAR MOUNTAIN BLVD 9637 LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. CB GARDNER FIELD ROAD 11596 LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an

1 employer whose employees are engaged throughout this county and the State of California.

2 10. CB GIRARD STREET 6499 LLC was and is, upon information and belief, a
3 California limited liability company, and at all times hereinafter mentioned, an employer
4 whose employees are engaged throughout this county and the State of California.

5 11. CB HIGHWAY 46 4053 LLC was and is, upon information and belief, a
6 California limited liability company, and at all times hereinafter mentioned, an employer
7 whose employees are engaged throughout this county and the State of California.

8 12. CB HOLDINGS GROUP LLC was and is, upon information and belief, a
9 California limited liability company, and at all times hereinafter mentioned, an employer
10 whose employees are engaged throughout this county and the State of California.

11 13. CB OLIVE DRIVE 5894 LLC was and is, upon information and belief, a
12 California limited liability company, and at all times hereinafter mentioned, an employer
13 whose employees are engaged throughout this county and the State of California.

14 14. CB PARK BLVD 26376 LLC was and is, upon information and belief, a
15 California limited liability company, and at all times hereinafter mentioned, an employer
16 whose employees are engaged throughout this county and the State of California.

17 15. CB POLK STREET 9369 LLC was and is, upon information and belief, a
18 California limited liability company, and at all times hereinafter mentioned, an employer
19 whose employees are engaged throughout this county and the State of California.

20 16. CB RESTAURANTS GROUP LLC was and is, upon information and belief, a
21 California limited liability company, and at all times hereinafter mentioned, an employer
22 whose employees are engaged throughout this county and the State of California.

23 17. CB W. TEHACHAPI BLVD 10453 LLC was and is, upon information and
24 belief, a California limited liability company, and at all times hereinafter mentioned, an
25 employer whose employees are engaged throughout this county and the State of California.

26 18. CB W WHITESBRIDGE ROAD 12426 LLC was and is, upon information and
27 belief, a California limited liability company, and at all times hereinafter mentioned, an
28 employer whose employees are engaged throughout this county and the State of California.

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

5 20. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
6 were the partners, agents, owners, or managers of Defendants at all relevant times.

7 21. Plaintiff is informed and believes, and thereon alleges, that each and all of the
8 acts and omissions alleged herein was performed by, or is attributable to, CB PARTNERS
9 LLC; CB BEAR MOUNTAIN BLVD 9637 LLC; CB GARDNER FIELD ROAD 11596 LLC;
10 CB GIRARD STREET 6499 LLC; CB HIGHWAY 46 4053 LLC; CB HOLDINGS GROUP
11 LLC; CB OLIVE DRIVE 5894 LLC; CB PARK BLVD 26376 LLC; CB POLK STREET
12 9369 LLC; CB RESTAURANTS GROUP LLC; CB W. TEHACHAPI BLVD 10453 LLC;
13 CB W WHITESBRIDGE ROAD 12426 LLC; and/or DOES 1 through 10 (collectively,
14 “Defendants” or “CB”), each acting as the agent, employee, alter ego, and/or joint venturer of,
15 or working in concert with, each of the other co-Defendants and was acting within the course
16 and scope of such agency, employment, joint venture, or concerted activity with legal
17 authority to act on the others’ behalf. The acts of any and all Defendants were in accordance
18 with, and represent, the official policy of Defendants.

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

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

26 24. Under California law, Defendants are jointly and severally liable as employers
27 for the violations alleged herein because they have each exercised sufficient control over the
28 wages, hours, working conditions, and employment status of Plaintiff and other non-party

1 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
2 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
3 of employment, determined their rate of pay, and maintained their employment records.
4 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
5 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
6 common-law employment relationship. As joint employers of Plaintiff and other non-party
7 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties and
8 all other relief available to Plaintiff and other non-party Aggrieved Employees under the law.

9 25. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
10 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
11 non-party Aggrieved Employees because Defendants have:

- 12 (a) jointly exercised meaningful control over the work performed by
13 Plaintiff and other non-party Aggrieved Employees;
- 14 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
15 Aggrieved Employees’ wages, hours, and working conditions, including
16 the quantity, quality standards, speed, scheduling, and operative details
17 of the tasks performed by Plaintiff and other non-party Aggrieved
18 Employees;
- 19 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
20 perform work which is an integral part of Defendants’ businesses; and
- 21 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
22 Employees as a matter of economic reality in that Plaintiff and other
23 non-party Aggrieved Employees were dependent on Defendants, who
24 shared the power to set the wages of Plaintiff and other non-party
25 Aggrieved Employees and determined their working conditions, and
26 who jointly reaped the benefits from the underpayment of their wages
27 and noncompliance with other statutory provisions governing their
28 employment.

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

4 27. CB PARTNERS LLC; CB BEAR MOUNTAIN BLVD 9637 LLC; CB
5 GARDNER FIELD ROAD 11596 LLC; CB GIRARD STREET 6499 LLC; CB HIGHWAY
6 46 4053 LLC; CB HOLDINGS GROUP LLC; CB OLIVE DRIVE 5894 LLC; CB PARK
7 BLVD 26376 LLC; CB POLK STREET 9369 LLC; CB RESTAURANTS GROUP LLC; CB
8 W. TEHACHAPI BLVD 10453 LLC; CB W WHITESBRIDGE ROAD 12426 LLC; and
9 DOES 1 through 10 are therefore alter egos of each other.

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

13 29. Plaintiff further alleges, upon information and belief, that Defendants CB
14 PARTNERS LLC; CB BEAR MOUNTAIN BLVD 9637 LLC; CB GARDNER FIELD
15 ROAD 11596 LLC; CB GIRARD STREET 6499 LLC; CB HIGHWAY 46 4053 LLC; CB
16 HOLDINGS GROUP LLC; CB OLIVE DRIVE 5894 LLC; CB PARK BLVD 26376 LLC;
17 CB POLK STREET 9369 LLC; CB RESTAURANTS GROUP LLC; CB W. TEHACHAPI
18 BLVD 10453 LLC; and CB W WHITESBRIDGE ROAD 12426 LLC are alter egos of each
19 other for the following reasons:

- 20 (a) On the California Secretary of State's website
21 (<https://bizfileonline.sos.ca.gov/>), CB PARTNERS LLC; CB BEAR
22 MOUNTAIN BLVD 9637 LLC; CB GARDNER FIELD ROAD 11596
23 LLC; CB GIRARD STREET 6499 LLC; CB HIGHWAY 46 4053 LLC;
24 CB HOLDINGS GROUP LLC; CB OLIVE DRIVE 5894 LLC; CB
25 PARK BLVD 26376 LLC; CB POLK STREET 9369 LLC; CB
26 RESTAURANTS GROUP LLC; CB W. TEHACHAPI BLVD 10453
27 LLC; and CB W WHITESBRIDGE ROAD 12426 LLC share the same
28 principal address and mailing address of "200 NEW STINE ROAD,

SUITE 228, BAKERSFIELD, CA 93309”;

(b) According to Statement of Information forms filed with the California Secretary of State, CB PARTNERS LLC; CB BEAR MOUNTAIN BLVD 9637 LLC; CB GARDNER FIELD ROAD 11596 LLC; CB GIRARD STREET 6499 LLC; CB HIGHWAY 46 4053 LLC; CB HOLDINGS GROUP LLC; CB OLIVE DRIVE 5894 LLC; CB PARK BLVD 26376 LLC; CB POLK STREET 9369 LLC; CB RESTAURANTS GROUP LLC; CB W. TEHACHAPI BLVD 10453 LLC; and CB W WHITESBRIDGE ROAD 12426 LLC share the same managers and/or members, Ashim Chopra, Sanjiv Chopra, Arjun Chopra, Rajeshwar Chopra, and/or Hamir Khaira;

(c) According to the California Secretary of State’s website, CB PARTNERS LLC; CB BEAR MOUNTAIN BLVD 9637 LLC; CB GARDNER FIELD ROAD 11596 LLC; CB GIRARD STREET 6499 LLC; CB HIGHWAY 46 4053 LLC; CB HOLDINGS GROUP LLC; CB OLIVE DRIVE 5894 LLC; CB PARK BLVD 26376 LLC; CB POLK STREET 9369 LLC; CB RESTAURANTS GROUP LLC; CB W. TEHACHAPI BLVD 10453 LLC; and CB W WHITESBRIDGE ROAD 12426 LLC share the same agent for service of process, Kunal Jain; and

(d) On information and belief, CB PARTNERS LLC; CB BEAR MOUNTAIN BLVD 9637 LLC; CB GARDNER FIELD ROAD 11596 LLC; CB GIRARD STREET 6499 LLC; CB HIGHWAY 46 4053 LLC; CB HOLDINGS GROUP LLC; CB OLIVE DRIVE 5894 LLC; CB PARK BLVD 26376 LLC; CB POLK STREET 9369 LLC; CB RESTAURANTS GROUP LLC; CB W. TEHACHAPI BLVD 10453 LLC; and CB W WHITESBRIDGE ROAD 12426 LLC utilize the same standardized employment forms and issue the same employment

policies.

PAGA REPRESENTATIVE ALLEGATIONS

30. Defendants own and operate a chain of Burger King franchise restaurants, with around nine (9) locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their corporate headquarters in Bakersfield, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

31. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions.

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

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

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

1 practices, and about the requirements of California law.

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

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

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

16 38. 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 receive at least minimum wages for compensation and that they were not receiving at least
19 minimum wages for work that was required to be done off-the-clock. In violation of the
20 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
21 least minimum wages for work done off-the-clock.

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

40. 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.

41. 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.

42. 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 California Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

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

44. 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,

1 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
2 premiums, within permissible time periods.

3 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
5 receive itemized wage statements or separate written statements showing the amount of paid
6 sick leave available, or paid time off provided in lieu of sick leave. In violation of the
7 California Labor Code, Defendants failed to provide Plaintiff and other non-party Aggrieved
8 Employees with written itemized wage statements or separate written statements showing this
9 information.

10 46. 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 receive full reimbursement for all business-related expenses and costs they incurred during the
13 course and scope of their employment and that they did not receive full reimbursement of
14 applicable business-related expenses and costs incurred.

15 47. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants knew or should have known that Defendants had a duty to provide
17 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
18 of their employment with Defendants as required by the California Wage Theft Prevention
19 Act, but failed to do so.

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

26 49. At all times herein set forth, PAGA provides that any provision of law under
27 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
28 assessed and collected by the LWDA for violations of the California Labor Code and

1 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
2 civil action brought on behalf of themselves and other current or former employees pursuant
3 to procedures outlined in California Labor Code section 2699.3.

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

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

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

- 13 (a) The aggrieved employee or representative shall give written notice by
14 online filing with the LWDA and by certified mail to the employer of
15 the specific provisions of the California Labor Code alleged to have
16 been violated, including the facts and theories to support the alleged
17 violation.
- 18 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
19 2699.3(a) and any employer response to that notice shall be
20 accompanied by a filing fee of seventy-five dollars (\$75).
- 21 (c) The LWDA shall notify the employer and the aggrieved employee or
22 representative by certified mail that it does not intend to investigate the
23 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
24 the postmark date of the aggrieved employee’s notice. Upon receipt of
25 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
26 (65) calendar days of the postmark date of the aggrieved employee’s
27 notice, the aggrieved employee may commence a civil action pursuant
28 to California Labor Code section 2699 to recover civil penalties.

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

- 5 (a) The aggrieved employee or representative shall give written notice by
6 online filing with the LWDA and by certified mail to the employer of
7 the specific provisions of the California Labor Code alleged to have
8 been violated (other than those listed in Section 2699.5), including the
9 facts and theories to support the alleged violation.
- 10 (b) An aggrieved employee's notice filed with the LWDA pursuant to
11 2699.3(c) and any employer response to that notice shall be
12 accompanied by a filing fee of seventy-five dollars (\$75).
- 13 (c) The employer may cure the alleged violation within thirty-three (33)
14 calendar days of the postmark date of the notice sent by the aggrieved
15 employee or representative. The employer shall give written notice
16 within that period of time by certified mail to the aggrieved employee or
17 representative and by online filing with the LWDA if the alleged
18 violation is cured, including a description of actions taken, and no civil
19 action pursuant to Section 2699 may commence. If the alleged violation
20 is not cured within the 33-day period, the aggrieved employee may
21 commence a civil action pursuant to Section 2699.

22 54. On March 14, 2024, Plaintiff provided written notice by online filing to the
23 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
24 Code alleged to have been violated, including facts and theories to support the alleged
25 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
26 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
27 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
28 Plaintiff PAGA Case Number LWDA-CM-1016629-24. A true and correct copy of Plaintiff's

1 written notice to the LWDA and Defendants dated March 14, 2024, is attached hereto as
2 “Exhibit 1.”

3 55. As of the filing date of this amended complaint, over 65 days have passed since
4 Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that
5 it intends to investigate Plaintiff’s claims and Defendants have not cured the violations.

6 56. Thus, Plaintiff has satisfied the administrative prerequisites under California
7 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
8 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a),
9 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

10 57. Labor Code section 558(a) provides “[a]ny employer or other person acting on
11 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
12 provision regulating hours and days of work in any order of the Industrial Welfare
13 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
14 dollars (\$50) for each underpaid employee for each pay period for which the employee was
15 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
16 underpaid employee for each pay period for which the employee was underpaid” Labor
17 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
18 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
19 as a private attorney general, seeks assessment and collection of civil penalties under Labor
20 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
21 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
22 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
23 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
24 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
25 applicable IWC Wage Order.

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

1 above.

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

5 60. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
6 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
7 private attorney general, seeks assessment and collection of civil penalties for herself, all other
8 aggrieved employees, and the State of California against Defendants for violations of
9 California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d),
10 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

11 **FIRST CAUSE OF ACTION**

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

13 **(Against all Defendants)**

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

16 62. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
17 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
18 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
19 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits
20 aggrieved employees, including Plaintiff, to recover civil penalties for violations of those
21 Labor Code sections not found in section 2699.5, including sections 246, 516, 1182.12, and
22 2810.5.

23 63. Defendants’ conduct, as alleged herein, violates numerous sections of the
24 California Labor Code, including, but not limited to, the following:

- 25 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
26 Wage Order for Defendants’ failure to compensate Plaintiff and other
27 non-party Aggrieved Employees with all required overtime pay, as set
28 forth below;

- 1 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
2 applicable IWC Wage Order for Defendants' failure to include all forms
3 of remuneration in the regular rate of pay as required by law for
4 purposes of paying overtime wages and/or meal and rest period
5 premiums to other non-party Aggrieved Employees, as set forth below;
- 6 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
7 the applicable IWC Wage Order for Defendants' failure to compensate
8 Plaintiff and other non-party Aggrieved Employees with at least
9 minimum wages for all hours worked, as set forth below;
- 10 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
11 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
12 and other non-party Aggrieved Employees with meal periods, as set
13 forth below;
- 14 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
15 applicable IWC Wage Order for Defendants' failure to authorize and
16 permit Plaintiff and other non-party Aggrieved Employees to take rest
17 periods, as set forth below;
- 18 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
19 IWC Wage Order for failure to provide accurate and complete wage
20 statements to Plaintiff and other non-party Aggrieved Employees, as set
21 forth below;
- 22 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
23 IWC Wage Order for failure to maintain payroll records, as set forth
24 below;
- 25 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
26 earned wages upon termination, as set forth below;
- 27 (i) Violation of Labor Code section 204 for failure to pay all earned wages
28 during employment, as set forth below;

- 1 (j) Violation of Labor Code section 246 for failure to provide written notice
2 of paid sick leave available, or paid time off, as set forth below;
- 3 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
4 and other non-party Aggrieved Employees for all business expenses
5 necessarily incurred, as set forth below; and
- 6 (l) Violation of Labor Code section 2810.5 for failure to provide notice of
7 material terms of employment, as set forth below.

8 **FAILURE TO PAY OVERTIME**

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

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

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

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

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

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

7 69. During the relevant time period, Defendants willfully failed to pay all overtime
8 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
9 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
10 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
11 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
12 not recorded.

13 70. First, Defendants had, and continue to have, a company-wide policy and/or
14 practice of requiring Plaintiff and other non-party Aggrieved Employees to perform work off-
15 the-clock after their scheduled shifts. For example, Plaintiff was required to perform closing
16 duties after clocking out from her shifts, including shutting down the computer, locking doors,
17 and activating the security alarm, which would take approximately 10 minutes. As a result,
18 Plaintiff and other non-party Aggrieved Employees were subject to Defendants' control after
19 they had clocked out for their shifts but were not compensated for this time.

20 71. Second, Defendants had, and continue to have, a company-wide policy and/or
21 practice of strictly staffing their locations based on the labor hours allocated by each
22 location's labor or payroll budget set by the corporate office. On information and belief,
23 Defendants' uniform use of labor budgeting and understaffing resulted in a failure to provide
24 Plaintiff and other non-party Aggrieved Employees with adequate meal period coverage,
25 because there were too few employees on duty to handle the workload and attend to
26 customers. Because Defendants did not employ or staff a sufficient number of employees to
27 meet customer demand, there was no one available to relieve employees needing meal period
28 coverage, and Plaintiff and other non-party Aggrieved Employees were not always afforded

1 uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal
2 period. Defendants also had a practice of failing to schedule meal periods, which further
3 caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties
4 for compliant meal periods. For example, Plaintiff worked through her meal periods
5 approximately one (1) to two (2) times per week due to lack of coverage and to keep up with
6 the demands of work. However, Defendants did not compensate Plaintiff and other non-party
7 Aggrieved Employees for the time they spent working off the clock during unpaid meal
8 periods.

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

17 73. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
18 correct overtime rate for the recorded overtime hours that they generated. In addition to an
19 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
20 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
21 California Labor Code, Defendants failed to incorporate all compensation, including incentive
22 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
23 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during
24 times when other non-party Aggrieved Employees worked overtime and received these other
25 forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate
26 than required.

27 74. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
28 the balance of overtime compensation as required by California law, violates the provisions of

1 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
2 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
3 558 and/or 2699(a), (f), and (g).

4 **FAILURE TO PAY MINIMUM WAGES**

5 VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198

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

13 76. First, as set forth above, Defendants had a company-wide policy and/or practice
14 requiring Plaintiff and other non-party Aggrieved Employees to perform work-related tasks
15 while off-the-clock after their shifts, including completing closing duties. Defendants failed
16 to track this time Plaintiff and other non-party Aggrieved Employees spent working off-the-
17 clock, and Plaintiff and other non-party Aggrieved Employees received no compensation for
18 this time.

19 77. Second, as set forth above, due to Defendants’ policies and/or practices of
20 utilizing labor budgets and/or limited payroll allocation, understaffing their locations,
21 assigning heavy workloads, and failing to schedule meal periods, Plaintiff and other non-party
22 Aggrieved Employees were impeded from taking all uninterrupted meal periods to which they
23 were entitled and were required to work off-the-clock during meal periods, have their meal
24 periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal
25 periods. Defendants did not pay Plaintiff and other non-party Aggrieved Employees for the
26 time they continued to perform tasks during meal periods.

27 78. Defendants did not pay minimum wages for all hours worked by Plaintiff and
28 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not

1 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
2 those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
3 1194, 1197, and 1198.

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

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

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

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

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

26 83. First, during the relevant time period, as stated above, Defendants had, and
27 continue to have, a company-wide policy and/or practice of understaffing their locations due
28 to labor budgeting and/or limited payroll allocation, which, combined with the assignment of

1 heavy workloads and a failure to schedule meal periods, has resulted in a lack of meal period
2 coverage and prevented Plaintiff and other non-party Aggrieved Employees from taking all
3 timely, uninterrupted meal periods to which they were entitled. As a result, Plaintiff and other
4 non-party Aggrieved Employees had to work through all or part of their meal periods, had
5 their meal periods interrupted, and/or had to wait extended periods of time before taking meal
6 periods. For example, Plaintiff missed her meal periods or could not take her meal periods
7 until after five (5) hours into her shifts, due to the heavy workload resulting from customer
8 demand and lack of coverage. Thus, Defendants failed to provide Plaintiff and other non-
9 party Aggrieved Employees with compliant, 30-minute meal periods.

10 84. Second, Defendants did not provide Plaintiff and other non-party Aggrieved
11 Employees with second 30-minute meal periods on days that they worked in excess of 10
12 hours in one day. For example, during the relevant time period, Plaintiff worked shifts in
13 excess of 10 hours in one day and never took a second meal period. Plaintiff and other non-
14 party Aggrieved Employees did not sign valid meal period waivers on days that they were
15 entitled to meal periods and were not relieved of all duties.

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

22 86. Furthermore, Defendants engaged in a company-wide practice and/or policy of
23 not paying all meal period premiums owed when compliant meal periods were not provided.
24 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
25 have not received premium pay for missed, late, and interrupted meal periods. Alternatively,
26 to the extent that Defendants did pay other non-party Aggrieved Employees premium pay for
27 missed, late, and interrupted meal periods, Defendants did not pay other non-party Aggrieved
28 Employees at the correct rate of pay for premiums because Defendants systematically failed to

1 include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or
2 other forms of remuneration, in the regular rate of pay. Thus, Defendants failed to provide
3 Plaintiff and other non-party Aggrieved Employees compliant meal periods and failed to pay
4 the full meal period premiums due.

5 87. Defendants' conduct violates the applicable IWC Wage Order, and California
6 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
7 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
8 558 and/or 2699(a), (f), and (g).

9 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
10 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

11 88. At all relevant times herein set forth, the applicable IWC Wage Order and
12 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
13 non-party Aggrieved Employees' employment by Defendants.

14 89. At all relevant times, the applicable IWC Wage Order provides that "[e]very
15 employer shall authorize and permit all employees to take rest periods, which insofar as
16 practicable shall be in the middle of each work period" and that the "rest period time shall be
17 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
18 hours or major fraction thereof" unless the total daily work time is less than three and one-half
19 (3 ½) hours.

20 90. At all relevant times, California Labor Code section 226.7 provides that no
21 employer shall require an employee to work during any rest period mandated by an applicable
22 order of the California IWC. To comply with its obligation to authorize and permit rest
23 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
24 employer must "relinquish any control over how employees spend their break time, and
25 relieve their employees of all duties—including the obligation that an employee remain on
26 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
27 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
28 Labor Code section 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled

1 to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each
2 work day that a required rest period was not authorized and permitted.

3 91. During the relevant time period, Defendants regularly failed to authorize and
4 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
5 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
6 Defendants' company-wide use of labor budgeting and/or limited payroll allocation,
7 understaffing, and assigning heavy workloads resulted in a lack of rest period coverage and
8 prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duty
9 in order to take compliant rest periods. Defendants also failed to schedule rest periods, which,
10 coupled with Defendants' failure to provide adequate rest period coverage, further led to
11 Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to take
12 rest periods.

13 92. Furthermore, upon information and belief, during the relevant time period,
14 Defendants maintained and implemented a company-wide on-premises rest period policy,
15 which mandated that Plaintiff and other non-party Aggrieved Employees remain on the work
16 premises during their rest periods. Because Plaintiff and other non-party Aggrieved
17 Employees were restricted from leaving the premises during rest periods, they were denied the
18 ability to use their rest periods freely for their own purposes, such as running personal errands.
19 Thus, Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
20 Employees during rest periods.

21 93. As a result of Defendants' practices and policies, Plaintiff and other non-party
22 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
23 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
24 were entitled. For example, throughout her employment, Plaintiff had to regularly forego her
25 rest periods because the restaurant was busy and did not have coverage. When Plaintiff was
26 able to take her rest periods, they were sometimes interrupted by another employee needing
27 assistance.

28 94. Defendants have also engaged in a systematic, company-wide practice and/or

1 policy of not paying rest period premiums owed when rest periods are not authorized and
2 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
3 Employees have not received premium pay for all missed rest periods. Alternatively, to the
4 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour
5 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved
6 Employees at the correct rate of pay for premiums because Defendants failed to include all
7 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms
8 of remuneration, in the regular rate of pay.

9 95. Defendants' conduct violates the applicable IWC Wage Order and California
10 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
11 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
12 558 and/or 2699(a), (f), and (g).

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

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

20 97. At all relevant times, Defendants have knowingly and intentionally provided
21 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
22 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
23 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total
24 hours worked; net wages earned; and all applicable hourly rates in effect during the pay
25 period, including rates of pay for overtime wages and/or meal and rest period premiums, and
26 the corresponding number of hours worked at each hourly rate. Specifically, Defendants
27 violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

28 98. Because Defendants did not accurately record the time Plaintiff and other non-

1 party Aggrieved Employees spent working off-the-clock, Defendants did not list the correct
2 amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved
3 Employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason,
4 Defendants failed to accurately list the total number of hours worked by Plaintiff and other
5 non-party Aggrieved Employees in violation of section 226(a)(2), and failed to list the
6 applicable hourly rates of pay in effect during the pay period and corresponding accurate
7 number of work hours worked at each hourly rate in violation of section 226(a)(9).

8 99. Additionally, because Defendants did not calculate other non-party Aggrieved
9 Employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal
10 and rest period premiums, Defendants did not list the correct amount of gross wages in
11 compliance with section 226(a)(1). For the same reason, Defendants failed to list the correct
12 amount of net wages in violation of section 226(a)(5). Defendants also failed to correctly list
13 all applicable hourly rates in effect during the pay period, namely, correct rates of pay for
14 overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

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

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

1 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
2 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
3 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
4 as a result of failing to record the off-the-clock hours that they worked.

5 102. California Labor Code section 1198 provides that the maximum hours of work
6 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
7 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
8 employment of any employees for longer hours than those fixed by the order or under
9 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
10 Wage Order, employers are required to keep accurate time records showing when the
11 employee begins and ends each work period. During the relevant time period, Defendants
12 engaged in company-wide practices and/or policies of failing to record actual hours worked,
13 and thereby failed to keep accurate records of work period and meal period start and end times
14 for Plaintiff and other non-party Aggrieved Employees, in violation of section 1198.
15 Furthermore, in light of Defendants’ failure to provide Plaintiff and other non-party Aggrieved
16 Employees with second 30-minute meal periods to which they were entitled, Defendants kept
17 no records of meal start and end times for second meal periods.

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

21 **FAILURE TO PAY WAGES UPON TERMINATION**

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

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

1 time of quitting.

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

7 106. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
8 who are no longer employed by Defendants their wages earned and unpaid at the time of
9 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
10 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
11 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
12 2699(a), (f), and (g).

13 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

14 **VIOLATION OF LABOR CODE SECTION 204**

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

24 108. At all times relevant herein, Labor Code section 204 provides that all wages
25 earned for labor in excess of the normal work period shall be paid no later than the payday for
26 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
27 204 provides that the requirements of this section are deemed satisfied by the payment of
28 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.

109. During the relevant time period, Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

110. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

**FAILURE TO PROVIDE WRITTEN NOTICE OF PAID SICK LEAVE BENEFITS
VIOLATION OF LABOR CODE SECTION 246**

111. 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. Effective January 1, 2024, California Labor Code section 246(b)(4) requires employers to provide no less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Labor Code section 246(i) provides that an employer must provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off that an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a separate written statement provided on the designated pay date with the employee's wages.

112. During the relevant time period, Defendants failed, on a company-wide basis, to provide Plaintiff and other non-party Aggrieved Employees written notice on wage statements and/or other separate written statements that listed the amount of paid sick leave (or equivalent paid leave or paid time off) available to them. Defendants' ongoing and systematic failure to provide written notice of sick leave benefits to Plaintiff and other non-party Aggrieved Employees violates California Labor Code section 246(i).

113. Plaintiff and other non-party Aggrieved Employees are therefore entitled to

1 recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

3 **VIOLATION OF LABOR CODE SECTION 2802**

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

17 115. First, during the relevant time period, Defendants, on a company-wide basis,
18 required that Plaintiff and other non-party Aggrieved Employees use their own personal
19 mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out
20 their job duties but failed to reimburse them for the costs of their work-related mobile device
21 expenses. For example, Plaintiff and other non-party Aggrieved Employees would be
22 contacted on their personal mobile devices by their managers and/or supervisors to discuss
23 work-related matters such as tasks that needed to be completed. Although Defendants
24 required Plaintiff and other non-party Aggrieved Employees to utilize their personal mobile
25 devices and/or mobile data to carry out their work-related responsibilities, Defendants failed
26 to reimburse them for this cost.

27 116. Second, during the relevant time period, Defendants, on a company-wide basis,
28 required that Plaintiff and other non-party Aggrieved Employees use their own personal

1 vehicles to run company errands. For example, Plaintiff was required to use her personal
2 vehicle and drive to Walmart to purchase a fan for the restaurant. Although Defendants
3 required Plaintiff and other non-party Aggrieved Employees to utilize their personal vehicles
4 to carry out their work-related responsibilities, Defendants failed to reimburse them for their
5 mileage or travel expenses.

6 117. Third, during the relevant time period, Defendants required Plaintiff and other
7 non-party Aggrieved Employees to wear uniforms bearing the Burger King company logo,
8 including uniform shirts. However, Defendants did not provide their employees with
9 sufficient uniforms to wear for their shifts throughout the week. For example, Defendants
10 only provided Plaintiff and other non-party Aggrieved Employees with three (3) shirts at the
11 time of hire. Because Defendants failed to provide Plaintiff and other non-party Aggrieved
12 Employees with an adequate number of uniform items in relation to their scheduled shifts and
13 for the tasks they were required to perform, Plaintiff and other non-party Aggrieved
14 Employees had to wash their uniforms more frequently than they otherwise do laundry, and
15 incur expenses in doing so. For example, due to the nature of restaurant work, Plaintiff's
16 uniform items would become stained with grease, sweaty, soiled, and/or acquire an unpleasant
17 odor such that she was unable to mix these clothes in with other laundry. As a result, Plaintiff
18 had to wash her uniform items separately from her regular clothing, thus incurring additional
19 laundry expenses for the upkeep of her uniforms. Thus, Defendants failed to maintain the
20 uniforms they required Plaintiff and other non-party Aggrieved Employees to wear during
21 their shifts and forced them to incur the cost of maintaining employee uniforms.

22 118. Defendants could have provided Plaintiff and other non-party Aggrieved
23 Employees with the actual tools or equipment for use on the job, such as company mobile
24 devices and company vehicles, as well as an adequate number of uniform items or access to
25 laundering services; or Defendants could have reimbursed employees for the costs of their
26 mobile device usage, mileage, travel expenses, and laundering expenses or provided a uniform
27 maintenance allowance. Instead, Defendants passed these operating costs off onto Plaintiff
28 and other non-party Aggrieved Employees. At all relevant times, Plaintiff did not earn at least

1 two (2) times the minimum wage.

2 119. Defendants' company-wide policy and/or practice of not reimbursing
3 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
4 and other non-party Aggrieved Employees violates California Labor Code section 2802.
5 Defendants have intentionally and willfully failed to reimburse Plaintiff and other non-party
6 Aggrieved Employees for necessary business-related expenses and costs.

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

9 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
10 **EMPLOYMENT**

11 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

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

23 122. During the relevant time period, on information and belief, Defendants failed,
24 on a company-wide basis, to provide written notice to Plaintiff and other non-party Aggrieved
25 Employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-
26 (C). Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with
27 written notice of basic information regarding their employment with Defendants is in violation
28 of California Labor Code section 2810.5.

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

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

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

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

As to the First Cause of Action

2. That the Court declare, adjudge, and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 246 (by failing to provide written notice of paid sick leave); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of information material to employment);

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 248.5, 256, 558, 1174.5, and 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

1 4. For attorneys' fees and costs pursuant to California Labor Code section
2 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
3 Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12,
4 1194, 1197, 1198, 2802, and 2810.5;

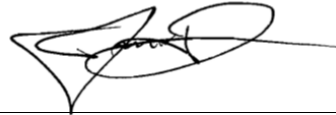
5 5. For pre-judgment and post-judgment interest as provided by law; and

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

8
9 Dated: July 9, 2024

Respectfully submitted,

Capstone Law APC



12 By: _____

13 Robert Drexler

Jonathan Lee

14 Attorneys for Plaintiff Gina Casey
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EXHIBIT “1”



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March 14, 2024

VIA ONLINE SUBMISSION

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

Subject: *Gina Casey v. CB Partners LLC, et al.*

Dear PAGA Administrator:

This office represents Gina Casey in connection with her claims under the California Labor Code. Ms. Casey was an employee of CB PARTNERS LLC; CB BEAR MOUNTAIN BLVD 9637 LLC; CB GARDNER FIELD ROAD 11596 LLC; CB GIRARD STREET 6499 LLC; CB HIGHWAY 46 4053 LLC; CB HOLDINGS GROUP LLC; CB OLIVE DRIVE 5894 LLC; CB PARK BLVD 26376 LLC; CB POLK STREET 9369 LLC; CB RESTAURANTS GROUP LLC; CB W. TEHACHAPI BLVD 10453 LLC; and/or CB W WHITESBRIDGE ROAD 12426 LLC. For the purpose of this letter, Ms. Casey collectively refers to these entities as "CBP."

The employers may be contacted directly at the addresses below:

CB PARTNERS LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

CB BEAR MOUNTAIN BLVD 9637 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

CB GARDNER FIELD ROAD 11596 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

CB GIRARD STREET 6499 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

CB HIGHWAY 46 4053 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

CB HOLDINGS GROUP LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

CB OLIVE DRIVE 5894 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

CB PARK BLVD 26376 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

CB POLK STREET 9369 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

CB RESTAURANTS GROUP LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

CB W. TEHACHAPI BLVD 10453 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

CB W WHITESBRIDGE ROAD 12426 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

Ms. Casey 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. Casey seeks relief on behalf of herself, the State of California, and other persons who are or were employed by CBP in California as a non-exempt, hourly paid employee 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.

CBP employed Ms. Casey as a non-exempt Assistant Manager from approximately May 2023 to September 2023. Ms. Casey worked at CBP's Burger King restaurant location in Tehachapi, California. During her employment, Ms. Casey typically worked eight (8) hours or more per day and five (5) or more days per week. Ms. Casey's job duties included, without limitation, taking customer orders, preparing and serving food, cleaning, and cashiering.

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

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

CB PARTNERS LLC; CB BEAR MOUNTAIN BLVD 9637 LLC; CB GARDNER FIELD ROAD 11596 LLC; CB GIRARD STREET 6499 LLC; CB HIGHWAY 46 4053 LLC; CB HOLDINGS GROUP LLC; CB OLIVE DRIVE 5894 LLC; CB PARK BLVD 26376 LLC; CB POLK STREET 9369 LLC; CB RESTAURANTS GROUP LLC; CB W. TEHACHAPI BLVD 10453 LLC; and CB W WHITESBRIDGE ROAD 12426 LLC are California limited liability companies. CBP owns and operates a chain of Burger King franchise restaurants, with around nine (9) locations in California. Upon information and belief, CBP maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Bakersfield, California, for all non-exempt, hourly paid employees working for CBP in California, including Ms. Casey and other aggrieved employees. At all relevant times, CBP issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Casey and other aggrieved employees, regardless of their location or position.

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

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

CBP willfully failed to pay all overtime wages owed to Ms. Casey and other aggrieved employees. During the relevant time period, Ms. Casey 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.

During the relevant time period, CBP had, and continues to have, a company-wide policy and/or practice requiring Ms. Casey and other aggrieved employees to perform work off-the-clock after their scheduled shifts. For example, Ms. Casey was required to perform closing duties after clocking out from her shifts, including shutting down the computer, locking doors, and activating the security alarm, which would take approximately 10 minutes. As a result, Ms. Casey and other aggrieved employees were subject to CBP's control after they had clocked out for their shifts but were not compensated for this time.

Additionally, CBP had, and continues to have, a company-wide policy and/or practice of strictly staffing its locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. On information and belief, CBP's uniform use of labor budgeting and understaffing resulted in a failure to provide Ms. Casey 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 CBP did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Ms. Casey and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. CBP also had a practice of failing to schedule meal periods, which further caused Ms. Casey and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Casey worked through her meal periods approximately one (1) to two (2) times per week due to lack of coverage and to keep up with the demands of work. However, CBP did not compensate Ms. Casey and other aggrieved employees for the time they spent working off the clock during unpaid meal periods.

CBP knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Casey and other aggrieved employees were performing their 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. Casey and other aggrieved employees sometimes worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

Furthermore, CBP did not pay other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, CBP paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CBP failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, CBP failed to pay all overtime wages by paying a lower overtime rate than required.

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

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

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

As set forth above, during the relevant time period, CBP had a company-wide policy and/or practice requiring Ms. Casey and other aggrieved employees to perform work-related tasks while off-the-clock after their shifts, including completing closing duties. CBP failed to track this time Ms. Casey and other aggrieved employees spent working off-the-clock, and Ms. Casey and other aggrieved employees received no compensation for this time.

In addition, as stated, due to CBP's policies and/or practices of utilizing labor budgets and/or limited payroll allocation, understaffing its locations, assigning heavy workloads, and failing to schedule meal periods, Ms. Casey and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. CBP did not pay Ms. Casey and other aggrieved employees for the time they continued to perform tasks during meal periods.

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

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

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

As stated, CBP had, and continues to have, a company-wide policy and/or practice of understaffing its locations, due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads and a failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Ms. Casey and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled.

As a result, Ms. Casey and other aggrieved employees have had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Casey missed her meal periods or could not take her meal periods until after five (5) hours into her shifts, due to the heavy workload resulting from customer demand and lack of coverage.

Moreover, CBP did not provide Ms. Casey and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, during the relevant time period, Ms. Casey worked shifts in excess of 10 hours in one day and never took a second meal period. Ms. Casey 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, CBP knew or should have known that, as a result of its policies, Ms. Casey and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CBP further knew or should have known that it did not pay Ms. Casey and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

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

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

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

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

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

During the relevant time period, CBP regularly failed to authorize and permit Ms. Casey 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, CBP's company-wide policies and/or practices of labor budgeting and/or limited payroll allocation, understaffing, and assigning heavy workloads prevented Ms. Casey and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. CBP also failed to schedule rest periods, which, coupled with CBP's failure to provide adequate rest period coverage, further led to Ms. Casey and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, CBP maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Casey and other aggrieved employees remain on CBP's premises during their rest periods. Because Ms. Casey 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, CBP effectively maintained control over Ms. Casey and other aggrieved employees during rest periods.

As a result of CBP's practices and policies, Ms. Casey and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Casey had to regularly forego her rest periods because the restaurant was busy and did not have coverage. When Ms. Casey was able to take her rest periods, they were sometimes interrupted by another employee needing assistance.

CBP 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 or permitted. Because of this practice and/or policy, Ms. Casey and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CBP did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CBP did not pay other aggrieved employees at the correct rate of pay for premiums because CBP 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, CBP failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Casey and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CBP has not provided Ms. Casey 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, CBP has knowingly and intentionally provided Ms. Casey and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CBP issued uniform wage statements to Ms. Casey 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, CBP violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CBP did not record the time Ms. Casey and other aggrieved employees spent working off-the-clock, CBP did not list the correct amount of gross wages and net wages earned by Ms. Casey and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CBP failed to accurately list the total number of the hours worked by Ms. Casey 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).

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

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

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments" Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), CBP willfully failed to maintain accurate payroll records for Ms. Casey 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, CBP 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 start and end times for Ms. Casey and other aggrieved employees in violation of section 1198. Furthermore, in light of CBP's failure to provide Ms. Casey and other aggrieved employees with second 30-minute meal periods to which they were entitled, CBP kept no records of meal start and end times for second meal periods.

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

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

Ms. Casey 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 – Failure to Properly Calculate Paid Sick Leave and Provide Written Notice of Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Effective January 1, 2024, California Labor Code section 246(b)(4) requires employers to provide no

less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Labor Code section 246(i) provides that an employer must provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off that an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a separate written statement provided on the designated pay date with the employee's wages. 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."

During the relevant time period, CBP paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CBP failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when other aggrieved employees took sick leave and received these other forms of pay, CBP failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, CBP paid other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

Moreover, during the relevant time period, CBP failed, on a company-wide basis, to provide Ms. Casey and other aggrieved employees with written notice on wage statements and/or other separate written statements that listed the amount of paid sick leave (or equivalent paid leave or paid time off) available to them.

CBP'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 other aggrieved employees on a company-wide basis in violation of Labor Code sections 246(l). Moreover, CBP's systematic failure to provide written notice of sick leave benefits to Ms. Casey and other aggrieved employees is in violation of Labor Code section 246(i).

Ms. Casey and/or 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 § 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.*

CBP’s California restaurants are generally similar in their layout and design and there was, and continues to be, space at the drive-thru ordering windows to allow for the presence and use of a seat or stool by Ms. Casey and other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. CBP could provide Ms. Casey and other aggrieved employees with a seat or stool at the drive-thru ordering windows, but instead denies employees seating and forces Ms. Casey and other aggrieved employees to stand throughout the day.

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

CBP violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A) because Ms. Casey 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. CBP’s management did not inform Ms. Casey 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 CBP’s company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Ms. Casey and other aggrieved employees were forced to stand during shifts and denied seats. CBP’s failure to provide suitable seating to Ms. Casey and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(A).

Ms. Casey and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring CBP 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.*

CBP’s California restaurants are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Ms. Casey and other aggrieved employees during lulls in operation. CBP could have provided Ms. Casey 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.

CBP did not provide Ms. Casey 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. Casey and other aggrieved employees engaged in duties in which the nature of the work required standing, CBP denied them the use of seats nearby during lulls in their work duties. Moreover, CBP did not inform Ms. Casey and other aggrieved employees of their rights to a seat or stool under California law.

As a result of CBP’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. Casey and other aggrieved employees were forced to stand during shifts and denied seats. CBP’s failure to provide suitable seating to Ms. Casey and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(B).

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, during the relevant time period, CBP had a company-wide policy of requiring Ms. Casey and other aggrieved employees to utilize their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but CBP failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Casey would be contacted on her personal mobile device by her managers and/or supervisors to discuss work-related matters such as tasks that needed to be completed. Although CBP required Ms. Casey and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related duties, CBP failed to reimburse them for these costs.

Second, during the relevant time period, CBP had a company-wide policy of requiring Ms. Casey and other aggrieved employees to utilize their own personal vehicles to run company errands, but failed to reimburse them for all costs of travel, including mileage. For example, Ms. Casey was required to use her personal vehicle and drive to Walmart to purchase a fan for the restaurant. Although CBP required Ms. Casey and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, CBP failed to reimburse them for their mileage or travel expenses.

Third, during the relevant time period, CBP required Ms. Casey and other aggrieved employees to wear uniforms bearing the Burger King company logo, including uniform shirts. However, CBP did not provide their employees with sufficient uniforms to wear for their shifts throughout the week. For example, CBP only provided Ms. Casey and other aggrieved employees with three (3) shirts at the time of hire. Because CBP failed to provide Ms. Casey and other aggrieved employees with an adequate number of uniform items in relation to their scheduled shifts and for the tasks they were required to perform, Ms. Casey and other aggrieved employees had to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. For example, due to the nature of restaurant work, Ms. Casey’s uniform items would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that she was unable to mix these clothes in with other laundry. As a result, Ms. Casey had to wash her uniform items separately from her regular clothing, thus incurring additional laundry expenses for the upkeep of her uniforms. Thus, CBP failed to maintain the uniforms it required Ms. Casey and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

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

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

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

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

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

Ms. Casey 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." CBP, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Casey's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Casey 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. Casey, 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 CBP for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mao Shiokura
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 "Mao Shiokura", with a stylized flourish at the end.

Mao Shiokura

Copy: CB PARTNERS LLC (via U.S. Certified Mail); CB BEAR MOUNTAIN BLVD 9637 LLC (via U.S. Certified Mail); CB GARDNER FIELD ROAD 11596 LLC (via U.S. Certified Mail); CB GIRARD STREET 6499 LLC (via U.S. Certified Mail); CB HIGHWAY 46 4053 LLC (via U.S. Certified Mail); CB HOLDINGS GROUP LLC (via U.S. Certified Mail); CB OLIVE DRIVE 5894 LLC (via U.S. Certified Mail); CB PARK BLVD 26376 LLC (via U.S. Certified Mail); CB POLK STREET 9369 LLC (via U.S. Certified Mail); CB RESTAURANTS GROUP LLC (via U.S. Certified Mail); CB W. TEHACHAPI BLVD 10453 LLC (via U.S. Certified Mail); CB W WHITESBRIDGE ROAD 12426 LLC (via U.S. Certified Mail)

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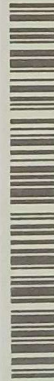
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For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Postmark

CB HIGHWAY 46 4053 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for instructions

CB HIGHWAY 46 4053 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

SENDER: COMPLETE THIS SECTION

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

CB HIGHWAY 46 4053 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309



9590 9402 7690 2122 7212 87

2. 7022 2410 0000 2406 0910 (over \$500)

COMPLETE THIS SECTION ON DELIVERY

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

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

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

Domestic Return Receipt

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



7022 2410 0000 2406 0903

U.S. Postal Service™
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OFFICIAL USE

CASE 91

CB

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Postmark

CB HOLDINGS GROUP LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CB HOLDINGS GROUP LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

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.

CB HOLDINGS GROUP LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309



9590 9402 7690 2122 7212 70

2. Article Number (Transfer from service label)

7022 2410 0000 2406 0903

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2406 0941

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Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Premium Postage (Priority Mail)
☐ Return Receipt (electronic)

Postmark

CB OLIVE DRIVE 5894 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

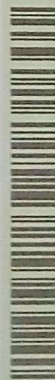
PS Form 3800, April 2015 PSN 7530-02-000-9041

CB OLIVE DRIVE 5894 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

SENDER: COMPLETE THIS SECTION

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

CB OLIVE DRIVE 5894 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309



9590 9402 7690 2122 7212 63

2. Article Number (Transfer from service label)

7022 2410 0000 2406 0941

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

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

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

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

Domestic Return Receipt

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



7022 2410 0000 2406 0859

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Postmark

CB PARK BLVD 26376 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

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

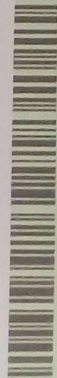
See Reverse for Instructions

CB PARK BLVD 26376 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

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.

CB PARK BLVD 26376 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309



9590 9402 7690 2122 7212 56

2. Article Number (Transfer from service label)

7022 2410 0000 2406 0859

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

C. Date of Delivery

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

Service Type

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

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

Domestic Return Receipt

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



7022 2410 0000 2406 0897

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

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy)
☐ Return Receipt (electronic)

CB POLK STREET 9369 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

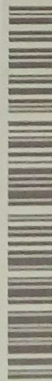
PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions

CB POLK STREET 9369 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

SENDER: COMPLETE THIS SECTION

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

CB POLK STREET 9369 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309



9590 9402 7690 2122 7212 49

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

7022 2410 0000 2406 0897

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

COMPLETE THIS SECTION ON DELIVERY

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

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

Domestic Return Receipt

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



7022 2410 0000 2406 0880

U.S. Postal Service™
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Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

CASEY V.
C.B.

Postmark

CB RESTAURANTS GROUP LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CB RESTAURANTS GROUP LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

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.

CB RESTAURANTS GROUP LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309



9590 9402 7690 2122 7213 31

2. Article Number (Transfer from service label)

7022 2410 0000 2406 0880

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

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

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

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

Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2406 0873

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

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Postmark

CB W. TEHACHAPI
BLVD 10453 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

PS Form 3811, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

CB W. TEHACHAPI
BLVD 10453 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

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.

CB W. TEHACHAPI
BLVD 10453 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309



9590 9402 7690 2122 7212 25

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

7022 2410 0000 2406 0873

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

COMPLETE THIS SECTION ON DELIVERY

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

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

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

Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2406 0866

U.S. Postal Service™
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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Restricted Delivery \$

CA 90067

CB

Postmark

CB W WHITESBRIDGE
ROAD 12426 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

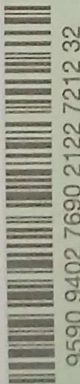
See Reverse for Instructions

CB W WHITESBRIDGE
ROAD 12426 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

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.

CB W WHITESBRIDGE
ROAD 12426 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309



9590 9402 7690 2122 7212 32

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

COMPLETE THIS SECTION ON DELIVERY

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

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

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. CB PARTNERS LLC 200 NEW STINE ROAD SUITE 228 BAKERSFIELD, CA 93309  9590 9402 7690 2122 7213 24 2. Article Number (Transfer from service label) 7022 2410 0000 2406 0965	A. Signature X  B. Received by (Printed Name) <u>FOLDA URLANBA</u> C. Date of Delivery <u>3/18/24</u> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No E. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery Restricted Delivery

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

Domestic Return Receipt

 9590 9402 7690 2122 7213 24		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. Article Number (Transfer from service label) 7022 2410 0000 2406 0965		Restricted Delivery			
PS Form 3811, July 2020 PSN 7530-02-000-9053				Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
1. Complete items 1, 2, and 3. 2. Print your name and address on the reverse so that we can return the card to you. CB BEAR MOUNTAIN BLVD 9637 LLC 200 NEW STINE ROAD SUITE 228 BAKERSFIELD, CA 93309	A. Signature X ☐ Agent ☒ Addressee		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> B. Received by (Printed Name) ERDA URANDA </td> <td style="width: 50%; padding: 5px;"> C. Date of Delivery 3/18/24 </td> </tr> </table>	B. Received by (Printed Name) ERDA URANDA	C. Date of Delivery 3/18/24
B. Received by (Printed Name) ERDA URANDA	C. Date of Delivery 3/18/24		
	3. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No		
9590 9402 7690 2122 7213 17	4. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery		
5. Article Number (Transfer from service label) 7022 2410 0000 2406 0958	Restricted Delivery		

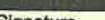
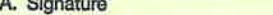
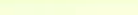
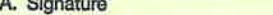
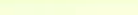
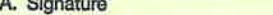
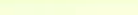
S Form 3811, July 2020 PSN 7530-02-000-9053
Domestic Return Receipt

 9590 9402 7690 2122 7213 17	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
	Article Number (Transfer from service label) 7022 2410 0000 2406 0958 Restricted Delivery	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse		A. Signature ☒ Agent ☒ Addressee	
1. Return the card to you		B. Signature	
2. Return the card to you		C. Date of Delivery	
3. Received by (Printed Name)		4. Is delivery address different from item 1? ☐ Yes	
5. If YES, enter delivery address below:		6. No ☒	

CB POLK STREET 9369 LLC
200 NEW STINE ROAD SUITE 228
BAKERSFIELD, CA 93309

 9590 9402 7690 2122 7212 49	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
	4. PSN (Transfer from service label) 7022 2410 0000 2406 0897	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.	A. Signature X  ☐ Agent ☒ Addressee <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">B. Received by (Printed Name) </td> <td style="width: 50%; padding: 5px;">C. Date of Delivery </td> </tr> </table> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No	B. Received by (Printed Name) 	C. Date of Delivery 
B. Received by (Printed Name) 	C. Date of Delivery 		

 9590 9402 7690 2122 7212 87		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
2. ZIP+4® 7022 2410 0000 2406 0910		Restricted Delivery		(over \$500)	

PROOF OF SERVICE

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

On **July 9, 2024**, I served the document described as **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Kunal Jain
James L. Hanger III
Jain Law Offices, P.C.
27472 Portola Pkwy, STE #205-350
Foothill Ranch, CA 92610
Office: (310) 957-2214
Facsimile: (424) 331-6817
Kunal@JainLawOffices.com
James@JainLawOffices.com

Attorneys for Defendants
CB Partners LLC, et al.

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **July 9, 2024**, at Los Angeles, California.

Sophia Flores

Type/Print Name



Signature