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\$1,000 PAID

\$435 PAID

Attorneys for Plaintiff HERIBERTO ARREDONDO,
on behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

HERIBERTO ARREDONDO, on behalf of the
general public as private attorney general,

Plaintiff,

v.

BONFARE MARKETS, INC., a California
Corporation and DOES 1-50, inclusive,

Defendant.

Case No. CV-24-008680
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq.*)**

COMES NOW Plaintiff HERIBERTO ARREDONDO (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant BONFARE MARKETS, INC., a California Corporation and DOES 1-50, inclusive (“Defendant”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed upon separation from Defendant’s employ, (e) failure to pay all wages earned and owed during employment, (f) failure to provide accurate itemized wage statements, and (g) failure to accurately pay and record sick pay. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendant because, upon information and belief, Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

1 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
2 Civil Procedure section 395. Defendant is doing business throughout California, including but not
3 limited to this County, and each Defendant is within the jurisdiction of this Court for service of
4 process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
5 aggrieved employees within the State of California. Defendant employs numerous aggrieved
6 employees in in the State of California.

7 6. On information and belief, Defendant has conducted business within the State of
8 California during the purported liability period and continue to conduct business throughout the
9 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
10 similarly situated aggrieved employees within California.

11 7. The California Superior Court also has jurisdiction in this matter because on
12 information and belief there are no federal questions at issue, as the issues herein are based solely
13 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
14 California Code of Civil Procedure, the California Civil Code, and the California Business and
15 Professions Code.

16 8. On information and belief, during the statutory liability period and continuing to
17 the present ("liability period"), Defendant consistently maintained and enforced against
18 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,
19 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
20 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all
21 wages earned and owed upon separation from Defendant's employ, (e) failure to pay all wages
22 earned and owed during employment, (f) failure to provide accurate itemized wage statements,
23 and (g) failure to accurately pay and record sick pay.

24 9. On information and belief, during the statutory liability period and continuing to
25 the present, Defendant has had a consistent policy of failing to pay wages including overtime
26 wages for hours worked while subject to the control of Defendant.

27 10. On information and belief, during the statutory liability period and continuing to
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1 the present, Defendant has failed to provide meal periods to Plaintiff and aggrieved employees.
2 Defendant has also failed to provide meal premiums for missed meal periods.

3 11. On information and belief, during the statutory liability period and continuing to
4 the present, Defendant has failed to provide rest periods to Plaintiff and aggrieved employees.
5 Defendant has also failed to provide rest premiums for missed rest periods.

6 12. On information and belief, during the statutory liability period and continuing to
7 the present, Defendant has had a consistent policy of failing to timely pay wages upon separation.

8 13. On information and belief, during the statutory liability period and continuing to
9 the present, Defendant has had a consistent policy of failing to timely pay wages during
10 employment.

11 14. On information and belief, during the statutory liability period and continuing to
12 the present, Defendant has failed to provide Plaintiff and aggrieved employees accurate itemized
13 wage statements.

14 15. On information and belief, during the statutory liability period and continuing to
15 the present, Defendant has failed to accurately record and pay sick pay.

16 16. Plaintiff on behalf of the general public as private attorney general and all other
17 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
18 enumerated under 2699.5 as follows: sections 201-204, 226, 246, 510, 512, 558, 226.3, 1174,
19 1174.5, 1175, 1194, 1197, 1197.1, 1198, and seeking penalties, interest, attorneys' fees and costs.
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21 22 **III. PARTIES**

23 **A. Plaintiff**

24 17. Plaintiff, HERIBERTO ARREDONDO, was at all times relevant to this action, a
25 resident of California. Plaintiff was employed by Defendant in approximately February or March
26 of 2020 and is still presently employed as a Non-Exempt Employee with the title of Shift Manager
27 and worked during the liability period for Defendant until approximately May 2023.

28 18. As Defendant's employees, Plaintiff, and all other aggrieved employees were

regularly required to and subsequently suffered:

- a) to perform work subject to the control of the employer without being compensated all wages including overtime, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order (“IWC”);
- b) not provided first and second meal periods nor paid premium wages;
- c) not provided first and second rest periods nor paid premium wages;
- d) not paid timely upon separation from Defendant’s employment;
- e) not paid timely during their employment;
- f) not provided accurate itemized wage statements; and
- g) not paid and recorded sick pay accurately.

19. On information and belief, Defendant willfully failed to pay all earned wages in the form regular wages and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor has Defendant returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendant, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendant

20. Defendant, BONFARE MARKETS, INC., is a California Corporation that operates as a gas station and convenience store. Defendant operates in at least nineteen (19) California locations. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last year.

21. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendant by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

22. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendant.

IV. GENERAL ALLEGATIONS

23. At all times set forth herein, Defendant employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

24. Plaintiff is informed and believe Aggrieved Employees have at all times pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

25. Defendant continues to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as they were all engaged in the generic job duties related to Defendant's business.

26. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

27. On information and belief, during the relevant time frame, Plaintiff and Aggrieved Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work week.

28. During the relevant time frame, Defendant compensated Plaintiff and Aggrieved Employees based upon an hourly rate.

29. On information and belief, during the relevant time frame, Plaintiff and Aggrieved Employees typically worked five (5) days a week.

30. Plaintiff is informed and believe that the Aggrieved Employees were required to

1 keep similar schedules.

2 31. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
3 hours a day and/or over forty (40) hours in a workweek but were not properly paid minimum and
4 overtime wages.

5 32. Defendant also failed to properly calculate Plaintiff's and Aggrieved Employees'
6 regular rate of pay including but not limited to by failing to include all forms of
7 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
8 commissions, shift differentials, and other compensation for overtime calculation purposes.

9 33. On information and belief, Defendant did not provide paid sick days although sick
10 days were accumulated.

11 34. Plaintiff and Aggrieved Employees were required to work through meal periods
12 and still report that they had taken a meal period even though they did not.

13 35. During the relevant time, as a consequence of Defendant's staffing and scheduling
14 practices, work demands, and Defendant's policies and practices, Defendant frequently failed to
15 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
16 meal periods on shifts over five hours as required by law.

17 36. Similarly, as a consequence of Defendant's staffing and scheduling practices, work
18 demands, and Defendant's policies and practices, Defendant frequently failed to provide Plaintiff
19 and Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
20 required by law. Plaintiff and Aggrieved Employees worked more than ten hours a day on a
21 consistent and regular basis during the relevant time period without any second meal periods.

22 37. On information and belief, Plaintiff and Aggrieved Employees did not waive their
23 rights to meal periods under the law.

24 38. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
25 meal periods.

26 39. Despite the above-mentioned meal period violations, Defendant failed to
27 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
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one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

40. Plaintiff is informed and believe, and thereon alleges, that Defendant know, should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were entitled to receive premium wages based on their regular rate of pay under California Labor Code § 226.7 but were not receiving such compensation.

41. In addition, during the relevant time frame, Plaintiff and the Non-Exempt Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, which is a violation of the California Labor Code and IWC wage order.

42. Defendant maintained and enforced scheduling practices, policies, and imposed work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of Defendant's failure to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

43. Despite the above-mentioned rest period violations, Defendant did not compensate Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of pay at their regular rate as required by California law, including California Labor Code § 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

44. Plaintiff is informed and believe, and thereon alleges, that at all times herein mentioned, Defendant knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages, meal and rest period premiums, and any associated profit shares earned by Plaintiff and Aggrieved Employees which Defendant had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified

1 violations.

2 45. Upon information and belief, Defendant knew and or should have known that it is
3 improper to implement policies and commit unlawful acts such as:

4 (a) requiring employees to work four (4) hours or a major fraction thereof without
5 being provided a minimum ten (10) minute rest period and without compensating the employees
6 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
7 rest period was not provided;

8 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
9 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
10 and without compensating employees with one (1) hour of pay at the regular rate of compensation
11 for each workday that such a meal period was not provided;

12 (c) failing to pay overtime and minimum wages;

13 (d) failing to pay timely wages upon separation from Defendant's employ;

14 (e) failing to maintain accurately itemized wage statements; and

15 (f) failing to accurately pay and record sick pay.
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17 46. In addition to the violations above, and on information and belief, Defendant knew
18 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
19 herein, and that Defendant had the financial ability to pay such compensation, but willfully,
20 knowingly, recklessly, and/or intentionally failed to do so.

21 47. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
22 Defendant is required to comply with, applicable California Labor Codes, Industrial Welfare
23 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
24 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

25 **V. REPRESENTATIVE CLAIMS**

26 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

27 48. Plaintiff incorporates by reference and re-alleges each and every allegation
28 contained above, as though fully set forth herein.

1 49. PAGA is a mechanism by which the State of California can enforce state labor laws
2 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
3 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
4 law enforcement action designed to protect the public and not to benefit private parties. The
5 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
6 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
7 Legislature specified that "it was...in the public interest to allow aggrieved employees, acting as
8 private attorneys general to recover civil penalties for Labor Code violations..." Stats. 2003, Ch.
9 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

10 50. Plaintiff brings this Representative Action on behalf of the State of California with
11 respect to himself and all other individuals who are or previously were employed by Defendant as
12 non-exempt California employees during the applicable statutory period (the "aggrieved
13 employees").

14 51. On August 23, 2024, Plaintiff complied with notice requirements pursuant to Labor
15 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
16 indicating that the LWDA and Defendant were put on notice of the claims alleged here and that
17 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
18 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
19 representative capacity. The substance and violations set forth in this Complaint of which the
20 LWDA was provided timely notice, Plaintiff have also sent a copy of this PAGA Representative
21 Action Complaint to the LWDA.

22 52. Plaintiff is aggrieved employees as defined in Labor Code Section 2699(a).
23 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
24 Employees of Defendant.

25 53. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
26 which Defendant are liable due to numerous Labor Code violations as set forth in this Complaint,
27 including without limitation Labor Code section 201-204, 226, 246, 226.3, 510, 512, 558, 1174,
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1 1174.5, 1175, 1194, 1197, 1197.1, 1198, and, 2698 *et seq.*, applicable IWC Wage Orders and
2 California Code of Regulations, Title 8, section 11000 *et. seq.*

3 54. Defendant violated Labor Code section 510, and 1194 by failing to accurately pay
4 overtime wages owed. Therefore, Defendant violated section 510, and 1194 by not compensating
5 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
6 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
7 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
8 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
9 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
10 (8) hours in a day on the seventh day of work in a particular work week.

11 55. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
12 period of more than five (5) hours without providing a meal break of not less than thirty (30)
13 minutes in which the employee is relieved of all of her or her duties. Also pursuant to California
14 law and the relevant IWC Wage Order(s), no employer shall require an employee to work more
15 than ten hours without being provided a second meal period, which can be waived by mutual
16 consent up until the twelfth hour.

17 56. For the Liability Period, Defendant failed to provide Plaintiff and the Aggrieved
18 Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes.

19 57. For the Liability Period, Defendant failed to provide Plaintiff and the Aggrieved
20 Employees proper second meal periods for shifts in excess of ten hours.

21 58. Pursuant to the IWC wage orders applicable to Plaintiff and the Aggrieved
22 Employees, "Every employer shall authorize and permit all employees to take rest periods, which
23 insofar as practicable shall be in the middle of each work period.... [The] authorized rest period
24 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
25 four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as
26 hours worked, for which there shall be no deduction from wages." Labor Code §226.7(a) prohibits
27 an employer from requiring any employee to work during any rest period mandated by an
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1 applicable order of the IWC. Defendant were required to authorize and permit employees such as
2 Plaintiff and the Aggrieved Employees to take rest periods, based upon the total hours worked at
3 a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no
4 deduction from wages.

5 59. Despite said requirements applicable to Plaintiff and the Aggrieved Employees,
6 Defendant failed and refused to authorize and permit Plaintiff and the Aggrieved Employees to
7 take ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.
8 Plaintiff regularly worked shifts without properly authorized rest periods. Defendant did not pay
9 Plaintiff an hour of wages for each day that a rest period violation occurred. On information and
10 belief, the Aggrieved Employees endured similar violations as a result of Defendant's rest period
11 policies and practices.

12 60. By their failure to provide rest periods for every four (4) hours or major fraction
13 thereof worked by Plaintiff and the Aggrieved Employees, Defendant violated the provisions of
14 Labor Code sections 226.7 and the applicable IWC Wage Order(s).

15 61. Plaintiff and the Aggrieved Employees were also injured because the wage
16 statements Defendant provided to them failed to accurately state the hours worked and also to state
17 that the Aggrieved Employees were being paid one hour of pay at their regular rate for days in
18 which they were not provided with each of their authorized meal and rest periods. Defendant have
19 made it impossible to properly calculate important information from the wage statements that were
20 provided to Plaintiff and the Aggrieved Employees throughout the liability period.

21 62. Defendant also willfully violated Labor Code sections 201-203 by failing to provide
22 all owed wages at separation from employment. Labor Code sections 201 and 202 require
23 Defendant to pay their employees all wages due either at time of firing, or within seventy-two (72)
24 hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
25 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
26 the subject employee's wages until the back wages are paid in full or an action is commenced. The
27 penalty cannot exceed 30 days of wages.
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63. Plaintiff and all other aggrieved employees who were separated from employment are entitled to compensation for all forms of wages earned, including but not limited to compensation minimum and overtime wages, but to date have not received such compensation, therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

64. On information and belief, Defendant willfully failed to pay all wages due and owing upon separation from employment. These wages include minimum and overtime wages.

65. On information and belief, Defendant willfully failed to pay all wages due and owing during employment. These wages include minimum and overtime wages.

66. On information and belief, Defendant failed to provide accurate itemized wage statements which failed to include all hours worked, including overtime, due and owing to Plaintiff and the aggrieved employees pursuant to Labor Code section 226(a). Defendant further failed to include or itemize the gift card payments made to Plaintiff and Aggrieved Employees.

67. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

68. Additionally, Defendant have no accurate records relating to aggrieved employees' work periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

69. As a result of Defendant's unlawful conduct, Plaintiff and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

70. Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

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WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

- 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 2. For reasonable attorneys' fees and costs; and
- 3. For such other and further relief as the Court deems proper.

Dated: October 29, 2024

JAMES HAWKINS APLC

By: 

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff on behalf of the
general public as private attorney general

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

August 23, 2024

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

BONFARE MARKETS, INC., a California Corporation
Agent for Service of Process:
Charanjeet S. Kapoor
691 S. MILPITAS BLVD., SUITE 208
MILPITAS, CA 95035
Receipt No.: 9589 0710 5270 0748 0706 90

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

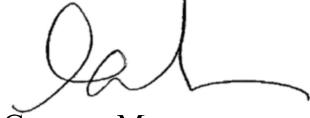
PLEASE TAKE NOTICE that Plaintiff HERIBERTO ARREDONDO, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, BONFARE MARKETS, INC., a California Corporation, through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Stanislaus County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims.

Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'G. Mauro', with a long horizontal flourish extending to the right.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint