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Electronically Filed

Superior Court of California

County of San Bernardino

Victorville District

11/22/2024 9:36 AM

By: Rylee Grant, DEPUTY

Attorneys for Plaintiff CORBIN MCCARRELL

on behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CIVVS2401893

CORBIN MCCARRELL, on behalf of the
general public as private attorney general,

Plaintiff,

v.

SANCHEZ FAMILY CORPORATION IV dba
MCDONALDS, a California Corporation; and
DOES 1-50, inclusive,

Defendant.

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

COMES NOW Plaintiff CORBIN MCCARRELL (“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 Defendants SANCHEZ FAMILY CORPORATION IV, d/b/a MCDONALDS, a California Corporation and DOES 1-50, inclusive (“Defendants”) 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, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendants: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, and (d) failure to provide accurate itemized wage statements. 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 Defendants because, upon information and belief, Defendants 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.

5. Venue as to each Defendant is proper in this judicial district pursuant to Code of

1 Civil Procedure section 395. Defendants are doing business throughout California, including but
2 not limited to Santa Clara County, and each Defendant is within the jurisdiction of this Court for
3 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
4 all other Aggrieved Employees within the State of California. Defendant employs numerous
5 Aggrieved Employees in in the State of California.

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

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

15 8. On information and belief, during the statutory liability period and continuing to
16 the present ("liability period"), Defendants consistently maintained and enforced against
17 Defendants aggrieved Employees, among others, the following unlawful practices and policies, in
18 violation of California state wage and hour laws: (a) failure to pay minimum and overtime wages,
19 (b) failure to provide meal periods, (c) failure to provide rest periods, and (d) failure to provide
20 accurate itemized wage statements.

21 9. Plaintiff on behalf of the general public as private attorney general and all other
22 Aggrieved Employees bring this action pursuant to Labor Code 2698, et. seq. for violations
23 enumerated under 2699.5 as follows: sections 218.5, 218.6, 226, 226.3, 226(b), 226.7, 510, 512,
24 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, and seeking penalties, interest, attorneys' fees
25 and costs.
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III. PARTIES

A. Plaintiff

10. Plaintiff, CORBIN MCCARRELL, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in June 2023 as a Non-Exempt Employee with the title of Team Trainer and worked during the liability period for Defendants, at Defendants Victorville, CA. Plaintiff's duties include but are not limited to: training employees and tending to the daily operations of his restaurant location.

11. As Defendants employee, Plaintiff, and all other Aggrieved Employees were regularly required to and subsequently suffered:

a) 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) perform work subject to the control of the employer without being compensated all wages including overtime and minimum wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");

c) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at his regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

d) work in excess of five and ten hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

e) failing to pay wages, including overtime and minimum wages;

f) failing to timely pay Plaintiff and Aggrieved Employees;

g) failing to provide accurate itemized wage statements.

1 On information and belief, Defendants willfully failed to pay all earned wages in the
2 form regular wages, minimum wages, overtime wages, reporting time wages, gratuity wages and
3 meal and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees;
4 nor have Defendants returned to Plaintiff or Aggrieved Employees, upon or after separation from
5 employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor
6 Code 2698, et seq. on behalf of the general public as private attorney general and all other
7 aggrieved employees.

8 **B. Defendant**

9 12. SANCHEZ FAMILY CORPORATION IV, d/b/a MCDONALDS operates as a fast
10 food restaurant business. Defendants operate statewide. Plaintiff estimates there are in excess of
11 one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last
12 year.

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

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

26 **IV. GENERAL ALLEGATIONS**

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

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

5 17. Defendants continue to employ Non-Exempt Employees, however titled, in California and
6 implement a uniform set of policies and practices to all non-exempt employees, as they were all
7 engaged in the job duties related to Defendants fast food restaurant business.

8 18. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
9 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
10 the requirements of California's wage and employment laws.

11 19. Plaintiff is informed and believes that during the relevant time-frame, all Aggrieved
12 Employees are citizens of the state of California.

13 20. During the relevant time-frame, Defendants compensated Plaintiff and Aggrieved
14 Employees based upon an hourly rate.

15 21. Plaintiff is informed and believes that Plaintiff and Class Members were not
16 compensated for all time worked as Plaintiff and Class Members as a result of off-the-clock work
17 performed. For instance, Plaintiff, and on information and belief Class Members, were required
18 to clock in, but the system to do so often times went offline and required a reboot. Despite
19 attempting to clock in, Plaintiff would have to wait until the system was rebooted. Defendants
20 did not compensate Plaintiff nor Class Members for their time.

21 22. Indeed, during the relevant time, as a consequence of Defendants staffing and
22 scheduling practices, work demands, and Defendants policies and practices, Defendants frequently
23 failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant uninterrupted
24 30-minute meal periods on shifts over five hours as required by law.

25 23. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
26 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
27 and Class Members legally compliant second meal periods on shifts over ten hours as required by
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1 law. When Plaintiff and Class Members worked more than ten (10) hours a day during the relevant
2 time period, no second meal breaks were given.

3 24. On information and belief, Plaintiff and Aggrieved Employees did not waive their
4 rights to meal periods under the law.

5 25. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
6 meal periods.

7 26. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
8 periods when it got too busy and no coverage was available.

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

13 28. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
14 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
15 were entitled to receive premium wages based on their regular rate of pay under Labor Code
16 §226.7 but were not receiving such compensation.

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

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

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

4 32. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
5 or should have known that Plaintiff and the other class members were entitled to receive all wages
6 owed to them during their employment. Plaintiff and the other class members did not receive
7 payment of all wages, including overtime and minimum wages and meal and rest period
8 premiums, within any time permissible under California Labor Code section 204.

9 33. Defendants also failed to provide accurate, lawful itemized wage statements to
10 Plaintiff and the Aggrieved Employees in part because of the above-specified violations. In
11 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
12 worked, including premiums due and owing for meal and rest period violations, overtime pay,
13 gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements.

14 34. Upon information and belief, Defendants knew and or should have known that it
15 is improper to implement policies and commit unlawful acts such as:

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

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

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

25 (d) failing to provide accurate itemized wage statements;

26 35. In addition to the violations above, and on information and belief, Defendants knew
27 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
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1 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
2 knowingly, recklessly, and/or intentionally failed to do so.

3 36. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
4 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
5 Commission Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding
6 applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

7 **V. REPRESENTATIVE CLAIMS**

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

9 37. Plaintiff incorporates by reference and re-alleges each and every allegation
10 contained above, as though fully set forth herein.

11 38. PAGA is a mechanism by which the State of California can enforce state labor laws
12 through the employee suing under the PAGA who do so as the proxy or agent of the state’s labor
13 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
14 law enforcement action designed to protect the public and not to benefit private parties. The
15 purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing”
16 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
17 Legislature specified that “it was...in the public interest to allow aggrieved employees, acting as
18 private attorneys general to recover civil penalties for Labor Code violations...” Stats. 2003, Ch.
19 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

20 39. Plaintiff brings this Representative Action on behalf of the State of California with
21 respect to himself and all other individuals who are or previously were employed by Defendants
22 as non-exempt California employees during the applicable statutory period (the “aggrieved
23 employees”).

24 40. On September 17, 2024 Plaintiff complied with notice requirements pursuant to
25 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
26 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
27 that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
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1 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
2 representative capacity. The substance and violations set forth in this Complaint of which the
3 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
4 Action Complaint to the LWDA.

5 41. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a).
6 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
7 Employees of Defendants.

8 42. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
9 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
10 including without limitation Labor Code section 201-204, 218.5, 218.6, 226, 226.3, 226(b), 226.7,
11 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, and 2698 *et seq.*, applicable IWC Wage
12 Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

13 43. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
14 overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating
15 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
16 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
17 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
18 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
19 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
20 (8) hours in a day on the seventh day of work in a particular work week.

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

27 45. For the Liability Period, Defendants failed to provide Plaintiff and the Aggrieved
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1 Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes.

2 46. For the Liability Period, Defendants failed to provide Plaintiff and the Aggrieved
3 Employees proper second meal periods for shifts in excess of ten hours.

4 47. Pursuant to the IWC wage orders applicable to Plaintiff and the Aggrieved
5 Employees, "Every employer shall authorize and permit all employees to take rest periods, which
6 insofar as practicable shall be in the middle of each work period.... [The] authorized rest period
7 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
8 four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as
9 hours worked, for which there shall be no deduction from wages." Labor Code §226.7(a) prohibits
10 an employer from requiring any employee to work during any rest period mandated by an
11 applicable order of the IWC. Defendants were required to authorize and permit employees such
12 as Plaintiff and the Aggrieved Employees to take rest periods, based upon the total hours worked
13 at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no
14 deduction from wages.

15 48. Despite said requirements applicable to Plaintiff and the Aggrieved Employees,
16 Defendants failed and refused to authorize and permit Plaintiff and the Aggrieved Employees to
17 take ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.
18 Plaintiff regularly worked shifts without properly authorized rest periods. Defendants did not pay
19 Plaintiff an hour of wages for each day that a rest period violation occurred. On information and
20 belief, the Aggrieved Employees endured similar violations as a result of Defendants rest period
21 policies and practices.

22 49. By their failure to provide rest periods for every four (4) hours or major fraction
23 thereof worked by Plaintiff and the Aggrieved Employees, Defendants violated the provisions of
24 Labor Code sections 226.7 and the applicable IWC Wage Order(s).

25 50. Plaintiff and the Aggrieved Employees were also injured because the wage
26 statements Defendants provided to them failed to accurately state the hours worked and also to
27 state that the Aggrieved Employees were being paid one hour of pay at their regular rate for days
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1 in which they were not provided with each of their authorized meal and rest periods. Defendants
2 made it impossible to properly calculate important information from the wage statements that were
3 provided to Plaintiff and the Aggrieved Employees throughout the liability period.

4 51. On information and belief, Defendants failed to provide accurate itemized wage
5 statements which failed to include the rate of pay and total hours worked per pay period, failed to
6 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
7 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
8 to Labor Code section 226(a). Pursuant to Labor Code section 226.3, any employer who violates
9 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty
10 dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000)
11 per employee for each violation in a subsequent citation, for which the employer fails to provide
12 the employee a wage deduction statement or fails to keep the records required in subdivision (a)
13 of Section 226.

14 52. Additionally, Defendants have no accurate records relating to aggrieved
15 employees' work periods, total daily hours worked, total hours worked per payroll period and
16 applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to
17 maintain accurate records relating to hours worked daily in violation of Labor Code sections
18 1174(d), 1174.5.

19 53. As a result of Defendants unlawful conduct, Plaintiff and Aggrieved Employees
20 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
21 worked.
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23 54. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
24 implied, made by any employee to waive the benefits of this article or any part thereof is null and
25 void, and this article shall not deprive any employee or his or her personal representative of any
26 right or remedy to which he is entitled under the laws of this State."

27 55. Plaintiff and the Representative Aggrieved Employees are entitled to recover
28 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

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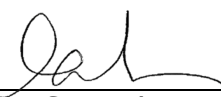
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, 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: November 22, 2024

JAMES HAWKINS APLC

By: 

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

Attorneys for Plaintiff CORBIN
MCCARRELL, 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

September 17, 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

SANCHEZ FAMILY CORPORATION IV dba MCDONALDS
Agent for Service of Process:
CALIFORNIA CORPORATE AGENTS, INC.
Chris Johnson
2108 N St., Suite C
Sacramento, CA
Receipt No.: 9589 0710 5270 1738 0507 53

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

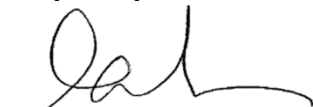
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff CORBIN MCCARRELL, 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 and SANCHEZ FAMILY CORPORATION IV dba MCDONALDS through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the San Bernardino 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,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint