



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Mar-25-2015 3:10 pm

Case Number: CGC-15-544936

Filing Date: Mar-25-2015 3:03

Filed by: ROSSALY DELAVEGA

Juke Box: 001 Image: 04844985

COMPLAINT

**TANIKA TURLEY VS. CHIPOTLE SERVICES, LLC A COLORADO BUSINESS ET
AL**

001C04844985

Instructions:

Please place this sheet on top of the document to be scanned.

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

CHIPOTLE SERVICES, LLC, a Colorado business entity, and DOES 1 through and including DOE 100

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

TANIKA TURLEY, individually and on behalf of all others similarly situated

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):

The Superior Court of California, County of San Francisco
400 McAllister Street, San Francisco, California 94102

CASE No. **066-15-544936**
(Número de caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Alan Harris, Harris & Ruble, 4771 Cromwell Avenue, Los Angeles, California, 90027
Tel: 323-962-3777; Facsimile: 323-962-3004

DATE: **MAR 25 2015**
(Fecha)

CLERK OF THE COURT
Clerk, by *[Signature]*
(Secretario)

[Signature]
Deputy
(Adjudicador)
DE LA VEGA NAVARRO, Rosaly

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
 - on behalf of (specify):
 - under: CCP 416.10 (corporation) CCP 416.60 (minor)
 - CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 - CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 - other (specify):
4. by personal delivery on (date):



1 Alan Harris (SBN 146079)
2 HARRIS & RUBLE
3 4771 Cromwell Ave.
4 Los Angeles, CA 90027
5 Telephone: (323) 962-3777
6 Facsimile: (323) 962-3004

7 David Harris (SBN 215224)
8 North Bay Law Group
9 116 E. Blithedale Ave.
10 Ste. 2
11 Mill Valley, CA 94941
12 Telephone: (415) 388-8788
13 Facsimile: (415) 388-8770

14 Attorneys for Plaintiff
15 TANIKA TURLEY

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF SAN FRANCISCO

18 TANIKA TURLEY, individually
19 and on behalf of all others similarly
20 situated,

21 Plaintiff,

22 v.

23 CHIPOTLE SERVICES, LLC, a
24 Colorado business entity, and
25 DOES 1 through and including
26 DOE 100,

27 Defendants.
28

FILED
Superior Court of California
County of San Francisco
MAR 25 2015
CLERK OF THE COURT
BY: *[Signature]*
Deputy Clerk

Case No.

COMPLAINT

[CLASS ACTION]

1. Cal. Lab. Code sections 201, 202 and 203—Timely Payment of Final Wages
2. Cal. Bus. & Prof. Code section 17200 *et seq.*—Disgorgement of Profits and Injunction
3. Cal. Lab. Code § 2698 *et seq.*, Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

[BY FAX]

CGC-15-544936

1 COMES NOW Plaintiff, and for her causes of action against Defendant, alleges:

2 **PARTIES**

3 (1) Plaintiff TANIKA TURLEY (“TURLEY” or “Plaintiff”) is an individual
4 who, at time periods relevant to this Complaint, was employed by Defendant within the
5 County of San Francisco, State of California. Plaintiff is a resident of San Francisco,
6 California.

7 (2) Defendant CHIPOTLE SERVICES, LLC (“CHIPOTLE” or “Defendant”), is
8 a limited liability company which is doing business within the State of California, County
9 of San Francisco.

10 (3) The true names and/or capacities, whether individual, corporate, associate or
11 otherwise, of defendants Does 1 to 100 inclusive, are unknown to Plaintiff at this time,
12 who therefore sue said defendants by such fictitious names. When the true names and
13 capacities of said defendants have been ascertained, Plaintiff will amend this complaint
14 accordingly. Plaintiff is informed and believes and thereupon alleges that each defendant
15 designated herein as a Doe is responsible, negligently, intentionally, contractually, or in
16 some other actionable manner, for the events and happenings hereinafter referred to, and
17 caused injuries and damages proximately thereby to Plaintiff as is hereinafter alleged,
18 either through said defendants' own wrongful conduct or through the conduct of their
19 agents, servants, employees, representatives, officers or attorneys, or in some other
20 manner.

21 (4) Plaintiff is informed and believes and thereon alleges that at all times herein
22 mentioned defendants, and each of them, were the agents, servants, employees and/or
23 joint ventures of their co-defendants, and were, as such, acting within the scope, course
24 and authority of said agency, employment, corporate capacity and/or joint venture, and
25 that each and every defendant as aforesaid, when acting as a principal, was negligent and
26 reckless in the selection and hiring of each and every other defendants as an agent,
27 servant, employee, corporate officer and/or joint venture, and that each and every
28 defendant ratified the acts of his co-defendants.

1 **JURISDICTION AND VENUE**

2 (5) This is a civil action seeking continuing wages, restitution, damages and
3 attorney's fees and costs by reason of the Defendant's violations of various sections of
4 the California Labor Code and section 17200 *et seq.* of the California Business and
5 Professions Code.

6 (6) Pursuant to California Code of Civil Procedure section 382, Plaintiff brings
7 this case individually and as a class action on behalf of employee classes consisting of
8 individuals have been employed by Defendant in California.

9 (7) Venue as to Defendant is proper in this judicial district, pursuant to
10 California Business and Professions Code section 17203 and California Code of Civil
11 Procedure sections 395(a) and 395.5. Defendant maintains an office, transacts business,
12 has an agent, or is found in the County of San Francisco and is within the jurisdiction of
13 this Court for purposes of service of process. The unlawful acts alleged herein had a
14 direct effect on and were committed within the State of California.

15 **GENERAL ALLEGATIONS**

16 (8) Defendant operates various restaurants in San Francisco. Turley's
17 employment with Defendant or their predecessor commenced on or about May of 2014.

18 (9) Defendant's facilities employed hourly employees, such as Plaintiff. These
19 employees are engaged in non-exempt duties, working in the restaurant business.

20 (10) On Thursday, January 15, 2015, at approximately 4:15 p.m., Turley was
21 fired by Defendant. Nevertheless, she was not provided her accrued wages until many
22 days thereafter.

23 (11) A partially redacted copy of Plaintiff's final paycheck is attached as Exhibit
24 1. The item indicates it was printed in Colorado, no earlier than Monday, January 19,
25 2015.

26 (12) Via a text message to her superior, Turley asked for her paycheck on
27 Saturday, January 17, 2015, but the paycheck was not provided to her until she went to
28 the restaurant on January 22, 2015. On January 17, 2015, Turley wrote to a store

1 manager, as follows:

2 Hey alma, do I have to wait til the next Friday . . . to pick up my last check?

3 The manager responded on January 18, 2015, in two text messages. The first said:

4 Hey . . . sorry I missed your calls yesterday I was moving.

5 The second said:

6 You don't have to wait till Friday to get your check we will probably have it

7 by tomorrow I'll text you n let you know . . .

8 Copies of the text messages are attached hereto as Exhibit 2. Turley received no further
9 texts with respect to the availability of her final paycheck. Accordingly, she travelled to
10 the store on January 22, 2015, at which time her final check was at last made available to
11 her for pickup.

12 (13) At all relevant times mentioned herein, section 203 of the California Labor
13 Code provided:

14 If an employer willfully fails to pay, without abatement or reduction, in
15 accordance with Sections 201, 201.5, 202 and 202.5, any wages of an
16 employee who is discharged or who quits, the wages of the employee shall
17 continue as a penalty from the due date thereof at the same rate until paid or
until action therefore is commenced; but the wages shall not continue for
more than 30 days.

18 Cal. Lab. Code § 203.

19 (14) Due to Defendant's practice of only processing final paychecks for its
20 California employees at a remote location in Colorado, neither Turley nor other
21 employees who are discharged or quit receive timely payment of their final wages.
22 Turley contends that Defendant's failure to pay other employees or her within the time
23 provided by section 201 and/or 202 of the California Labor Code was and is "willful"
24 within the meaning of section 203 of the California Labor Code and that, accordingly,
25 other employees and she are entitled to the continuing wages for which provision is made
26 by section 203 of the California Labor Code.

27 (15) At all relevant times mentioned herein, section 208 of the California Labor
28 Code provided:

1 Every employee who is discharged shall be paid at the place of discharge,
2 and every employee who quits shall be paid at the office or agency of the
3 employer in the county where the employee has been performing labor. All
4 payments shall be made in the manner provided by law.

5 Cal. Lab. Code § 208.

6 (16) At all relevant times mentioned herein, section 216 of the California Labor
7 Code provided:

8 In addition to any other penalty imposed by this article, any person, or an
9 agent, manager, superintendent, or officer thereof is guilty of a
10 misdemeanor, who:

11 (a) Having the ability to pay, willfully refuses to pay wages due and
12 payable after demand has been made.

13 Cal. Lab. Code § 216. At all relevant times herein, Defendant Chipotle had the ability to
14 pay Plaintiff's final wages, yet it willfully refused to do so, after demand was made.

15 (17) At all relevant times mentioned herein, section 218.5 of the California Labor
16 Code provided:

17 (a) In any action brought for the nonpayment of wages, fringe benefits, or
18 health and welfare or pension fund contributions, the court shall award
19 reasonable attorney's fees and costs to the prevailing party if any party to the
20 action requests attorney's fees and costs upon the initiation of the action.

21 Cal. Lab. Code § 218.5. Plaintiff hereby demands payment of her reasonable attorney's
22 fees and costs.

23 (18) At all relevant times mentioned herein, section 218.6 of the California Labor
24 Code provided:

25 In any action brought for the nonpayment of wages, the court shall award
26 interest on all due and unpaid wages at the rate of interest specified in
27 subdivision (b) of Section 3289 of the Civil Code, which shall accrue from
28 the date that the wages were due and payable as provided in Part 1
(commencing with Section 200) of Division 2.

29 Cal. Lab. Code § 218.6.

30 (19) At all relevant times mentioned herein, California Wage Order No. 5 (as
31 periodically amended) applied to Turley. Wage Order No. 5 provides, with respect to
32 payment of wages, in pertinent part:

33 ///

1 **5. Reporting Time Pay**

2 (A) Each workday an employee is required to report for work and does
3 report, but is not put to work or is furnished less than half said employee's
4 usual or scheduled day's work, the employee shall be paid for half the usual
or scheduled day's work, but in no event for less than two (2) hours nor
more than four (4) hours, at the employee's regular rate of pay, which shall
not be less than the minimum wage.

5 Wage Order 5. A copy of the Wage Order is reproduced as Exhibit 3.

6 **20. Penalties** (See Labor Code, Section 1199)

7 (A) In addition to any other civil penalties provided by law, any employer or
8 any other person acting on behalf of the employer who violates, or causes to
9 be violated, the provisions of this order, shall be subject to the civil penalty
of:

10 (1) Initial Violation -- \$50.00 for each underpaid employee for each pay
11 period during which the employee was underpaid in addition to the amount
which is sufficient to recover unpaid wages.

12 (2) Subsequent Violations -- \$100.00 for each underpaid employee for each
13 pay period during which the employee was underpaid in addition to an
amount which is sufficient to recover unpaid wages.

14 (3) The affected employee shall receive payment of all wages recovered.

15 Id.

16 (20) Defendant's practices are in violation of the California Industrial Welfare
17 Commission Order 5; California Labor Code sections 201, 202, 203; and California
18 Business and Professions Code section 17200 *et seq.* These laws require employers to
19 provide their employees with timely payment of wages.

20 (21) California Labor Code sections 2698 *et seq.* ("PAGA") provides for civil
21 penalties for each aggrieved employee.

22 **PLAINTIFF'S CLASS-ACTION ALLEGATIONS**

23 (22) The Class represented by Plaintiff consists of all non-exempt employees
24 who have been employed by one or more of the Defendants in California during the four
25 years prior to the filing of this Complaint through the date of the filing of a Motion for
26 Class Certification (the "Class"). Based upon the provisions of Business & Professions
27 Code section 17200 *et seq.*, Plaintiff and the Class are entitled to judgment requiring
28 Defendant to pay over to Plaintiff and the Class their continuing wages and other

1 damages to which they are entitled. The applicable period of limitations for such an
2 action is four years.

3 (23) The number of persons within each Class is believed to be in excess of
4 1,000. It is, therefore, impractical to join each member of each Class as a named
5 plaintiff. Accordingly, utilization of a class action is the most economically feasible
6 means of determining the merits of this litigation.

7 (24) Despite the numerosity of the Members of each Class, membership is readily
8 ascertainable through an examination of the records which Defendant is required by law
9 to keep and which it has kept. Likewise, the dollar amounts owed to each member of
10 each Class are readily ascertainable by an examination of the same records.

11 (25) Each Class is proper insofar as common questions of fact and of law
12 predominate over individual issues regarding the money owed to each Class Member.
13 These common questions of law and fact include, without limitation:

- 14 a. The policies and practices of Defendants;
- 15 b. The impact of Defendants' policies and practices on the provision of final
16 wages;
- 17 c. Whether Defendants' denial of timely payment of final wages is an unlawful,
18 unfair or fraudulent business act or practice in violation of Business and Professions
19 Code section 17200 *et seq.*;
- 20 d. Whether Defendants violated California Labor Code sections 201 and/or 202
21 and/or the Unfair Business Practices Act by failing to promptly pay Plaintiff and the
22 Class all wages upon termination of their employment;
- 23 e. What is the proper formula for calculating continuing wages owed to Plaintiff
24 and the Class as alleged herein; and
- 25 f. Whether the former employees are entitled to reporting time pay on account of
26 being required to travel to their workplace to retrieve the tardy final paychecks at issue.

27 (26) There is a well-defined community of interest in the questions of law and
28 fact common to each Plaintiff and each Class Member.

1 (27) The claims of Plaintiff are typical of the claims of the Members of each
2 Class which all arise out of the same general operative facts, i.e., Defendant did not
3 compensate its employees as required by the California Labor Code. Plaintiff has no
4 conflict of interest with the other Members of either Class and she is able to fairly and
5 adequately represent the interests of such persons.

6 (28) A class action is a superior method for the fair and efficient adjudication of
7 this controversy. The persons within each Class are so numerous that joinder of all of
8 them is impracticable. The disposition of all claims of the Members of each Class in a
9 class action, rather than in individual actions, will benefit the parties and the court. The
10 interest of the class members in controlling the prosecution of separate claims against the
11 Defendant is small when compared with the efficiency of a class action.

12 **FIRST CAUSE OF ACTION**

13 (Cal. Lab. Code section 203—Continuing Wages)
14 (On Behalf of Plaintiff and Each Class Member)

15 (29) Plaintiff repleads, realleges, and incorporates by reference each and every
16 allegation set forth in this Complaint.

17 (30) Defendants' failure to compensate Plaintiff and the Class Members within
18 the time provided by sections 201 and 202 of the California Labor Code, despite
19 Defendants' knowledge of their obligation to do so, was "willful" within the meaning of
20 section 203 of the California Labor Code. Plaintiff and the Class Members are, therefore,
21 entitled to continuing wages from the date on which his or her wages were due until the
22 date on which Defendants makes payment of the wages, not to exceed thirty days,
23 restitution and damages according to proof, interest thereon, civil penalties, attorney's
24 fees, and costs of suit.

25 **SECOND CAUSE OF ACTION**

26 (Cal. Bus. & Prof. Code section 17200 *et seq.*—Disgorgement of Profits and Injunction)
27 (On Behalf of Plaintiff and Each Class Member)

28 (31) Plaintiff repleads, realleges, and incorporates by reference each and every
allegation set forth in this Complaint.

(32) Defendant is a "person" within the meaning of section 17201 of the

1 California Business and Professions Code.

2 (33) As set forth in this Complaint, Plaintiff is informed, believes, and thereon
3 alleges that Defendant intentionally and improperly has failed to comply with the
4 California Labor Code and the applicable Wage Order as hereinabove referenced and by
5 not paying in timely fashion the full amounts required to be paid to employees on account
6 of final wages.

7 (34) Additionally, Plaintiff is informed, believes, and thereon alleges that
8 Defendant was able to compete unfairly by not complying with the California Labor
9 Code and the applicable Wage Order.

10 (35) By competing unfairly, Defendants have gained a competitive advantage
11 over other comparable businesses in the State of California.

12 (36) Accordingly, Defendant's failure to comply with the California Labor Code
13 and the applicable Wage Order is an unfair and/or unlawful business activity prohibited
14 by section 17200 *et seq.* of the California Business and Professions Code, and it justifies
15 the payment to other employees of wages owing to them, disgorgement of profits and
16 other relief pursuant to section 17203 of the California Business and Professions Code.
17 All remedies are cumulative pursuant to section 17205 of the California Business and
18 Professions Code.

19 (37) Furthermore, Plaintiff requests attorney's fees and costs pursuant to section
20 1021.5 of the California Code of Civil Procedure upon proof that she has acted in the
21 public interest.

22 **THIRD CAUSE OF ACTION**

23 (Cal. Lab, Code § 2698 *et seq* Civil Penalties Under the Private Attorney General Act)
(On Behalf of Plaintiff and Each Class Member)

24 (38) Plaintiff repleads, realleges, and incorporates by reference each and every
25 allegation set forth in the Complaint.

26 (39) Pursuant to California Labor Code section 2699.3(a)(1), in March, 2015,
27 Plaintiff will give written notice by certified mail to the Labor and Workforce
28 Development Agency ("LWDA") and Defendant Chipotle through its registered agent for

1 service of process, of the specific provisions of the California Labor Code alleged to have
2 been violated by Defendant Chipotle, including the facts and theories specified in the
3 original complaint.

4 (40) It is anticipated that the LWDA, by its responsible official, will send a letter
5 to Plaintiff and Defendant, through its registered agent for service of process by certified
6 mail, stating that the LWDA did not intend to investigate the alleged violations.
7 Accordingly, if the LWDA declines to act, pursuant to section 2699.3(a)(2)(A), Plaintiff
8 “may commence a civil action pursuant to Section 2699.” Cal. Lab. Code
9 §2699.3(a)(2)(A).

10 (41) Section 2699(f) of the California Labor Code provides for civil penalties for
11 violations of the California Labor Code, for which a specific civil penalty is not provided
12 and for civil penalties for violations of the applicable Industrial Welfare Commission
13 Wage Order. Section 2699(a) provides that civil penalties may be “recovered through a
14 civil action brought by an aggrieved employee on behalf of himself or herself and other
15 current or former employees.” Cal. Lab. Code § 2699(a). Section 2699(g) provides that
16 an employee who prevails in a civil action under section 2699 shall be entitled to an
17 award of reasonable attorneys’ fees and costs.

18 (42) The State of California and Plaintiff Turley, and Class Members are,
19 therefore, entitled to civil penalties, attorneys’ fees, and costs according to proof.

20 **WHEREFORE, Plaintiff prays judgment as follows:**

21 (1) That this Court certify the Classes as requested;

22 (2) With respect to the First Cause of Action (Cal. Lab. Code sections 201, 202,
23 and 203—Timely Payment of Final Wages), that this Court enter judgment in favor of
24 Plaintiff and the Class Members in an amount according to proof, including civil
25 penalties, interest thereon, attorney’s fees, and costs of suit;

26 (3) With respect to the Second Cause of Action (Cal. Bus. & Prof. Code
27 section 17200 *et seq.*—Disgorgement of Profits), that this Court enter judgment in favor
28 of Plaintiff and the putative Class Members in an amount according to proof, interest

1 thereon, attorney's fees, and costs of suit;

2 (4) With respect to the Third Cause of Action (Cal. Lab, Code § 2698 *et seq.*—
3 Civil Penalties Under the Private Attorney General Act), that this Court enter judgment in
4 favor of Plaintiff and the putative Class Members in an amount according to proof,
5 interest thereon, attorney's fees, and costs of suit; and

6 (5) For such other relief as the Court may order, including attorneys fees and
7 costs, provision of which is made by section 218.5 of the California Labor Code.

8 Plaintiff requests a trial by jury as to all claims for relief.

9
10 DATED: March 24, 2015

HARRIS & RUBLE
NORTH BAY LAW GROUP


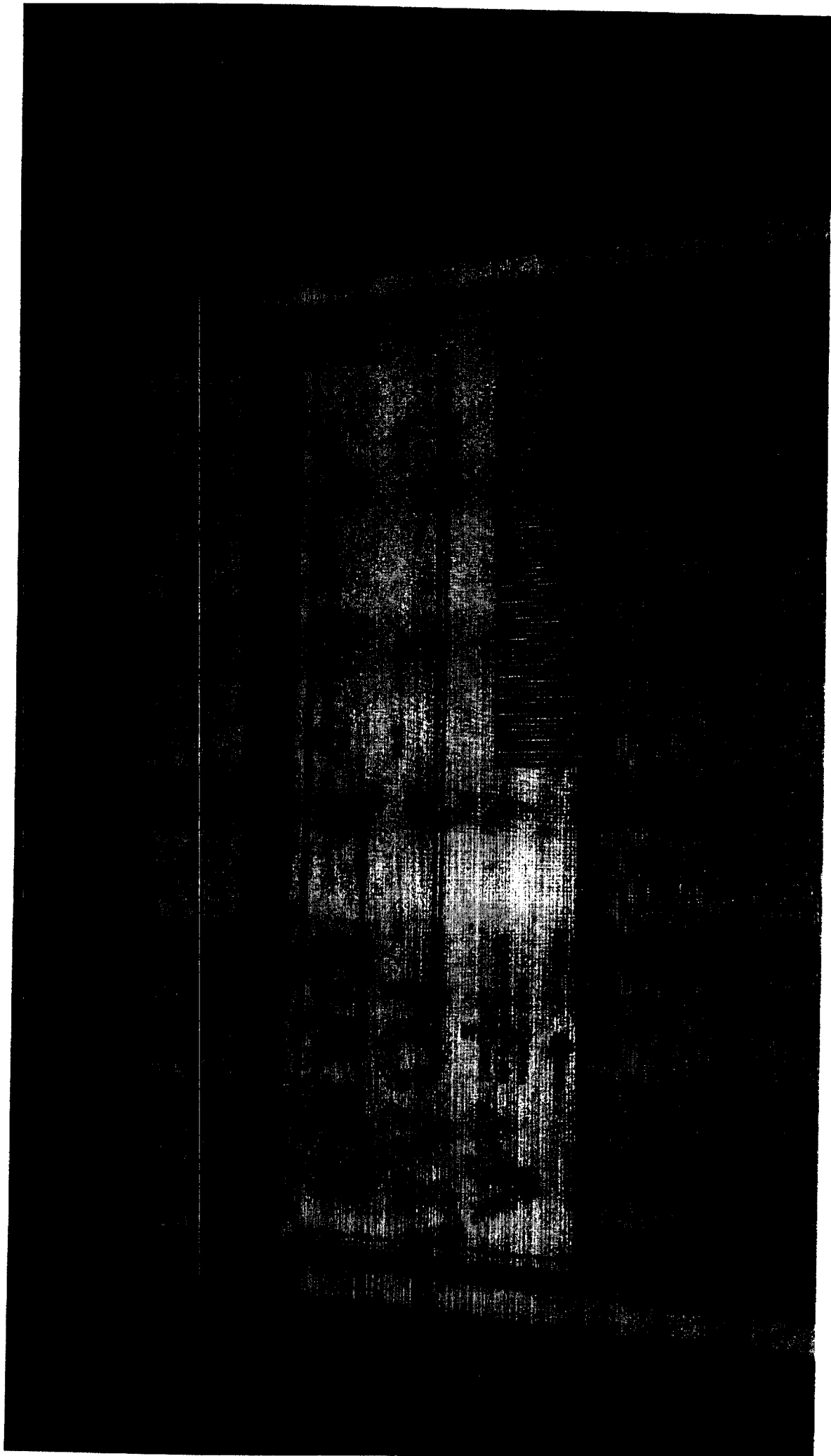
11
12 
13 _____
14 Alan Harris
15 David S. Harris
16 *Attorney for Plaintiff*
17
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EXHIBIT 1



12.3 12.1
16.1 12.1

281.1

Amount YTD
174.18 926.58
174.18 926.58
174.18 926.58

Description	Accrued	Reduced	Available
BI-Weekly Sick Plan	0	0	-5.94

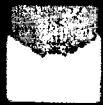
Marital Status	Single	Single or Married (with no or more incomes)
Lowances	0	0
Additional Withholding	0	0

Taxable Wages
 Taxable Wages
 Federal Withholding - Taxable Wages

EXHIBIT 2



4:35 PM



Alma

1025331651



01/17/2015 Sat

Hey alma, do I have to wait till the next Friday Chipotle gets paid to pick up my last check?



8:29 PM

01/18/2015 Sun



Hey tanik sorry I missed your calls yesterday I was moving

2:09 PM



You don't have to wait till Friday to get your check we will probably have it by tomorrow I'll text you n let you know k

2:10 PM

Ok, Thank you



2:12 PM

Enter message





I also want you to know that it wasn't my decision to let you go, it's my job as a manager to give those unfortunate news but I just want to remind you t

2:14 PM



hat we all vote n give our opinion when it comes to things like this hiring and termination. I'm sorry I know you're upset. I hope we can still be friend

2:14 PM



s.

2:14 PM

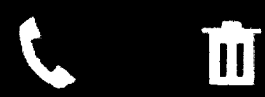
feelings. I hope you can pick up my check





Alma

1525-354651



It's cool Alma. no hard feelings. I'll see yall when I pick up my check



2:28 PM



K

2:29 PM

And I know it wasn't your decision



2:32 PM



Thank you

2:35 PM

No problem



2:38 PM

01/19/2015 Mon

It's cool Alma. no hard feelings. I'll see yall when I pick up my check



3:16 PM

Enter message



EXHIBIT 3



OFFICIAL NOTICE

INDUSTRIAL WELFARE COMMISSION

ORDER NO. 5-2001

REGULATING

WAGES, HOURS AND WORKING CONDITIONS IN THE

PUBLIC HOUSEKEEPING INDUSTRY

Effective July 1, 2002 as amended

*Sections 4(A) and 10(C) amended and republished by the Department of Industrial Relations,
effective July 1, 2014, pursuant to AB 1, Chapter 351, Statutes of 2013 and
AB 1835, Chapter 230, Statutes of 2006*

This Order Must Be Posted Where Employees Can Read It Easily

Please Post With This Side Showing

OFFICIAL NOTICE

Effective July 1, 2002 as amended

Sections 4(A) and 10(C) amended and republished by the Department of Industrial Relations, effective January 1, 2014, pursuant to AB 10, Chapter 351, Statutes of 2013 and AB 1835, Chapter 230, Statutes of 2006



INDUSTRIAL WELFARE COMMISSION ORDER NO. 5-2001 REGULATING WAGES, HOURS AND WORKING CONDITIONS IN THE PUBLIC HOUSEKEEPING INDUSTRY

TAKE NOTICE: To employers and representatives of persons working in industries and occupations in the State of California: The Department of Industrial Relations amends and republishes the minimum wage and meals and lodging credits in the Industrial Welfare Commission's Orders as a result of legislation enacted (AB 10, Ch. 351, Stats of 2013, amending section 1182.12 of the California Labor Code, and AB 1835, Ch. 230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) The amendments and republishing make no other changes to the IWC's Orders.

1. APPLICABILITY OF ORDER

This order shall apply to all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis, except that:

(A) Except as provided in Sections 1, 2, 4, 10, and 20, the provisions of this order shall not apply to student nurses in a school accredited by the California Board of Registered Nursing or by the Board of Vocational Nurse and Psychiatric Technician Examiners are exempted by the provisions of sections 2789 or 2884 of the Business and Professions Code;

(B) Provisions of sections 3 through 12 shall not apply to persons employed in administrative, executive, or professional capacities. The following requirements shall apply in determining whether an employee's duties meet the test to qualify for an exemption to those sections:

(1) Executive Exemption. A person employed in an executive capacity means any employee:

- (a) Whose duties and responsibilities involve the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and
- (b) Who customarily and regularly directs the work of two or more other employees therein; and
- (c) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and
- (d) Who customarily and regularly exercises discretion and independent judgment; and
- (e) Who is primarily engaged in duties which meet the test of the exemption.

The activities constituting exempt work and non-exempt work shall be construed in the same manner as such items are construed in the following regulations under the Fair Labor Standards Act effective as of the date of this order: 29 C.F.R. Sections 541.102, 541.104-111, and 541.115-116. Exempt work shall include, for example, all work that is directly and closely related to exempt work and work which is properly viewed as a means for carrying out exempt functions. The work actually performed by the employee during the course of the work week must, first and foremost, be examined and the amount of time the employee spends on such work, together with the employer's realistic expectations and the realistic requirements of the job, shall be considered in determining whether the employee satisfies this requirement.

(f) Such an employee must also earn a monthly salary equivalent to no less than two (2) times the state minimum wage for full-time employment. Full-time employment is defined in Labor Code Section 515(c) as 40 hours per week.

(2) Administrative Exemption. A person employed in an administrative capacity means any employee:

- (a) Whose duties and responsibilities involve either:
 - (i) The performance of office or non-manual work directly related to management policies or general business operations of his employer or his employer's customers; or
 - (ii) The performance of functions in the administration of a school system, or educational establishment or institution, or of a department or subdivision thereof, in work directly related to the academic instruction or training carried on therein; and
- (b) Who customarily and regularly exercises discretion and independent judgment; and
- (c) Who regularly and directly assists a proprietor, or an employee employed in a bona fide executive or administrative capacity

(as such terms are defined for purposes of this section); or

- (d) Who performs under only general supervision work along specialized or technical lines requiring special training, experience, or knowledge; or

- (e) Who executes under only general supervision special assignments and tasks; and
- (f) Who is primarily engaged in duties which meet the test of the exemption. The activities constituting exempt work and non-exempt work shall be construed in the same manner as such terms are construed in the following regulations under the Fair Labor Standards Act effective as of the date of this order: 29 C.F.R. Sections 541.201-205, 541.207-208, 541.210, and 541.215. Exempt work shall include, for example, all work that is directly and closely related to exempt work and work which is properly viewed as a means for carrying out exempt functions. The work actually performed by the employee during the course of the work week must, first and foremost, be examined and the amount of time the employee spends on such work, together with the employer's realistic expectations and the realistic requirements of the job, shall be considered in determining whether the employee satisfies this requirement.

(g) Such employee must also earn a monthly salary equivalent to no less than two (2) times the state minimum wage for full-time employment. Full-time employment is defined in Labor Code Section 515(c) as 40 hours per week.

(3) Professional Exemption. A person employed in a professional capacity means any employee who meets all of the following requirements:

- (a) Who is licensed or certified by the State of California and is primarily engaged in the practice of one of the following recognized professions: law, medicine, dentistry, optometry, architecture, engineering, teaching, or accounting; or
- (b) Who is primarily engaged in an occupation commonly recognized as a learned or artistic profession. For the purposes of this subsection, "learned or artistic profession" means an employee who is primarily engaged in the performance of:
 - (i) Work requiring knowledge of an advanced type in a field or science or learning customarily acquired by a prolonged

course of specialized intellectual instruction and study, as distinguished from a general academic education and from an apprenticeship, and from training in the performance of routine mental, manual, or physical processes, or work that is an essential part of or necessarily incident to any of the above work; or

(ii) Work that is original and creative in character in a recognized field of artistic endeavor (as opposed to work which can be produced by a person endowed with general manual or intellectual ability and training), and the result of which depends primarily on the invention, imagination, or talent of the employee or work that is an essential part of or necessarily incident to any of the above work; and

(iii) Whose work is predominantly intellectual and varied in character (as opposed to routine mental, manual, mechanical, or physical work) and is of such character that the output produced or the result accomplished cannot be standardized in relation to a given period of time.

(c) Who customarily and regularly exercises discretion and independent judgment in the performance of duties set forth in paragraph (a).

(d) Who earns a monthly salary equivalent to no less than two (2) times the state minimum wage for full-time employment. Full-time employment is defined in Labor Code Section 515 (c) as 40 hours per week.

(e) Subparagraph (b) above is intended to be construed in accordance with the following provisions of federal law as they existed as of the date of this Wage Order: 29 C.F.R. Sections 541.207, 541.301(a)-(d), 541.302, 541.306, 541.307, 541.308, and 541.310.

(f) Notwithstanding the provisions of this subparagraph, pharmacists employed to engage in the practice of pharmacy, and registered nurses employed to engage in the practice of nursing, shall not be considered exempt professional employees, nor shall they be considered exempt from coverage for the purposes of this subsection unless they individually meet the criteria established for exemption as executive or administrative employees.

(g) Subparagraph (f) above, shall not apply to the following advanced practice nurses:

(i) Certified nurse midwives who are primarily engaged in performing duties for which certification is required pursuant to Article 2.5 (commencing with Section 2746) of Chapter 6 of Division 2 of the Business and Professions Code.

(ii) Certified nurse anesthetists who are primarily engaged in performing duties for which certification is required pursuant to Article 7 (commencing with Section 2825) of Chapter 6 of Division 2 of the Business and Professions Code.

(iii) Certified nurse practitioners who are primarily engaged in performing duties for which certification is required pursuant to Article 8 (commencing with Section 2834) of Chapter 6 of Division 2 of the Business and Professions Code.

(iv) Nothing in this subparagraph shall exempt the occupations set forth in clauses (i), (ii), and (iii) from meeting the requirements of subsection 1(B)(3)(a)-(d), above.

(h) Except as provided in subparagraph (i), an employee in the computer software field who is paid on an hourly basis shall be exempt, if all of the following apply:

(i) The employee is primarily engaged in work that is intellectual or creative and requires the exercise of discretion and independent judgment.

(ii) The employee is primarily engaged in duties that consist of one or more of the following:

—The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications.

—The design, development, documentation, analysis, creation, testing, or modification of computer systems or programs, including prototypes, based on and related to, user or system design specifications.

—The documentation, testing, creation, or modification of computer programs related to the design of software or hardware for computer operating systems.

(iii) The employee is highly skilled and is proficient in the theoretical and practical application of highly specialized information to computer systems analysis, programming, and software engineering. A job title shall not be determinative of the applicability of this exemption.

(iv) The employee's hourly rate of pay is not less than forty-one dollars (\$41.00). The Office of Policy, Research and Legislation shall adjust this pay rate on October 1 of each year to be effective on January 1 of the following year by an amount equal to the percentage increase in the California Consumer Price Index for Urban Wage Earners and Clerical Workers.*

(i) The exemption provided in subparagraph (h) does not apply to an employee if any of the following apply:

(i) The employee is a trainee or employee in an entry-level position who is learning to become proficient in the theoretical and practical application of highly specialized information to computer systems analysis, programming, and software engineering.

(ii) The employee is in a computer-related occupation but has not attained the level of skill and expertise necessary to work independently and without close supervision.

(iii) The employee is engaged in the operation of computers or in the manufacture, repair, or maintenance of computer hardware and related equipment.

(iv) The employee is an engineer, drafter, machinist, or other professional whose work is highly dependent upon or facilitated by the use of computers and computer software programs and who is skilled in computer-aided design software, including CAD/CAM, but who is not in a computer systems analysis or programming occupation.

(v) The employee is a writer engaged in writing material, including box labels, product descriptions, documentation, promotional material, setup and installation instructions, and other similar written information, either for print or for onscreen media or who writes or provides content material intended to be read by customers, subscribers, or visitors to computer-related media such as the World Wide Web or CD-ROMs.

(vi) The employee is engaged in any of the activities set forth in subparagraph (h) for the purpose of creating imagery for effects used in the motion picture, television, or theatrical industry.

(C) Except as provided in Sections 1, 2, 4, 10, and 20, the provisions of this order shall not apply to any employees directly employed by the State or any political subdivision thereof, including any city, county, or special district.

(D) The provisions of this order shall not apply to outside salespersons.

(E) Provisions of this order shall not apply to any individual who is the parent, spouse, child, or legally adopted child of the employer.

(F) The provisions of this order shall not apply to any individual participating in a national service program, such as AmeriCorps, carried out using assistance provided under Section 12571 of Title 42 of the United States Code. (See Stats. 2000, ch. 365, amending Labor Code § 1171.)

2. DEFINITIONS

(A) An "alternative workweek schedule" means any regularly scheduled workweek requiring an employee to work more than eight (8) hours in a 24-hour period.

* Pursuant to Labor Code section 515.5, subdivision (a)(4), the Office of Policy, Research and Legislation, Department of Industrial Relations, has adjusted the minimum hourly rate of pay specified in this subdivision to be \$49.77, effective January 1, 2007. This hourly rate of pay is adjusted on October 1 of each year to be effective on January 1, of the following year, and may be obtained at www.dir.ca.gov/IWC or by mail from the Department of Industrial Relations.

- (B) "Commission" means the Industrial Welfare Commission of the State of California.
- (C) "Division" means the Division of Labor Standards Enforcement of the State of California.
- (D) "Emergency" means an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action.
- (E) "Employ" means to engage, suffer, or permit to work.
- (F) "Employee" means any person employed by an employer, and includes any lessee who is charged rent, or who pays rent for a chair, booth, or space and
- (1) who does not use his or her own funds to purchase requisite supplies, and
 - (2) who does not maintain an appointment book separate and distinct from that of the establishment in which the space is located, and
 - (3) who does not have a business license where applicable.
- (G) "Employees in the Healthcare Industry" means any of the following:
- (1) Employees in the healthcare industry providing patient care; or
 - (2) Employees in the healthcare industry working in a clinical or medical department, including pharmacists dispensing prescriptions in any practice setting; or
 - (3) Employees in the healthcare industry working primarily or regularly as a member of a patient care delivery team
 - (4) Licensed veterinarians, registered veterinary technicians and unregistered animal health technicians providing patient care.
- (H) "Employer" means any person as defined in Section 18 of the Labor Code, who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours, or working conditions of any person.
- (I) "Healthcare Emergency" consists of an unpredictable or unavoidable occurrence at unscheduled intervals relating to healthcare delivery, requiring immediate action.
- (J) "Healthcare Industry" is defined as hospitals, skilled nursing facilities, intermediate care and residential care facilities, convalescent care institutions, home health agencies, clinics operating twenty-four (24) hours per day, and clinics performing surgery, urgent care, radiology, anesthesiology, pathology, neurology or dialysis.
- (K) "Hours worked" means 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, and in the case of an employee who is required to reside on the employment premises, that time spent carrying out assigned duties shall be counted as hours worked. Within the health care industry, the term "hours worked" means the time during which an employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act.
- (L) "Minor" means, for the purpose of this Order, any person under the age of 18 years.
- (M) "Outside Salesperson" means any person, 18 years of age or over, who customarily and regularly works more than half the working time away from the employer's place of business selling tangible or intangible items or obtaining orders or contracts for products, services or use of facilities.
- (N) "Personal attendant" includes baby sitters and means any person employed by a non-profit organization covered by this order to supervise, feed or dress a child or person who by reason of advanced age, physical disability or mental deficiency needs supervision. The status of "personal attendant" shall apply when no significant amount of work other than the foregoing is required.
- (O) "Primarily" as used in Section 1, Applicability, means more than one-half the employee's work time.
- (P) "Public Housekeeping Industry" means any industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to the following:
- (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food in either solid or liquid form is prepared and served to be consumed on the premises;
 - (2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;
 - (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters;
 - (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions, homes for the aged, and similar establishments offering board or lodging in addition to medical, surgical, nursing, convalescent, aged, or child care;
 - (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in addition to educational facilities;
 - (6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units; and
 - (7) Establishments providing veterinary or other animal care services.
- (Q) "Shift" means designated hours of work by an employee, with a designated beginning time and quitting time.
- (R) "Split shift" means a work schedule which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.
- (S) "Teaching" means, for the purpose of section 1 of this Order, the profession of teaching under a certificate from the Commission for Teacher Preparation and Licensing or teaching in an accredited college or university.
- (T) "Wages" include all amounts of labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.
- (U) "Workday" and "day" mean any consecutive 24-hour period beginning at the same time each calendar day.
- (V) "Workweek" and "week" mean any seven (7) consecutive days, starting with the same calendar day each week. "Workweek" is a fixed and regularly recurring period of 168 hours, seven (7) consecutive 24-hour periods.

3. HOURS AND DAYS OF WORK

(A) Daily Overtime - General Provisions

- (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
 - (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.
 - (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.
- (2) Employees with direct responsibility for children who are under 18 years of age or who are not emancipated from the foster care

system and who, in either case, are receiving 24 hour residential care, may, without violating any provision of this section, be compensated as follows:

(a) An employee who works in excess of 40 hours in a workweek shall be compensated at one and one-half (1½) times the employee's regular rate of pay for all hours over 40 hours in the workweek.

(b) An employee shall be compensated at two (2) times the employee's regular rate of pay for all hours in excess of 48 hours in the workweek.

(c) An employee shall be compensated at two (2) times the employee's regular rate of pay for all hours in excess of 16 in a workday.

(d) No employee shall work more than 24 consecutive hours until said employee receives not less than eight (8) consecutive hours off-duty immediately following the 24 consecutive hours of work. Time spent sleeping shall not be included as hours worked.

(e) Section (A)(2) above shall apply to employees of 24 hour non-medical out of home licensed residential facilities of 15 beds or fewer for the developmentally disabled, elderly, and mentally ill adults.

This section, (3)(A)(2)(e), shall sunset on July 1, 2005.

(B) Alternative Workweek Schedules

(1) No employer shall be deemed to have violated the daily overtime provisions by instituting, pursuant to the election procedures set forth in this wage order, a regularly scheduled alternative workweek schedule of not more than ten (10) hours per day within a 40 hour workweek without the payment of an overtime rate of compensation. All work performed in any workday beyond the schedule established by the agreement up to twelve (12) hours a day or beyond 40 hours per week shall be paid at one and one-half (1½) times the employee's regular rate of pay. All work performed in excess of twelve (12) hours per day and any work in excess of eight (8) hours on those days worked beyond the regularly scheduled number of workdays established by the alternative workweek agreement shall be paid at double the employee's regular rate of pay. Any alternative workweek agreement adopted pursuant to this section shall provide for not less than four (4) hours of work in any shift. Nothing in this section shall prohibit an employer, at the request of the employee, to substitute one day of work for another day of the same length in the shift provided by the alternative workweek agreement on an occasional basis to meet the personal needs of the employee without the payment of overtime. No hours paid at either one and one-half (1½) or double the regular rate of pay shall be included in determining when 40 hours have been worked for the purpose of computing overtime compensation.

(2) If an employer, whose employees have adopted an alternative workweek agreement permitted by this order requires an employee to work fewer hours than those that are regularly scheduled by the agreement, the employer shall pay the employee overtime compensation at a rate of one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours, and double the employee's regular rate of pay for all hours worked in excess of 12 hours for the day the employee is required to work the reduced hours.

(3) An employer shall not reduce an employee's regular rate of hourly pay as a result of the adoption, repeal or nullification of an alternative workweek schedule.

(4) An employer shall explore any available reasonable alternative means of accommodating the religious belief or observance of an affected employee that conflicts with an adopted alternative workweek schedule, in the manner provided by subdivision (j) of Section 12940 of the Government Code.

(5) An employer shall make a reasonable effort to find a work schedule not to exceed eight (8) hours in a workday, in order to accommodate any affected employee who was eligible to vote in an election authorized by this Section and who is unable to work the alternative workweek schedule established as the result of that election.

(6) An employer shall be permitted, but not required, to provide a work schedule not to exceed eight (8) hours in a workday to accommodate any employee who is hired after the date of the election and who is unable to work the alternative workweek schedule established by the election.

(7) Arrangements adopted in a secret ballot election held pursuant to this order prior to 1998, or under the rules in effect prior to 1998, and before the performance of the work, shall remain valid after July 1, 2000 provided that the results of the election are reported by the employer to the Office of Policy, Research and Legislation by January 1, 2001, in accordance with the requirements of Section C below (Election Procedures). If an employee was voluntarily working an alternative workweek schedule of not more than ten (10) hours a day as of July 1, 1999, that alternative workweek was based on an individual agreement made after January 1, 1998 between the employee and employer, and the employee submitted, and the employer approved, a written request on or before May 30, 2000 to continue the agreement, the employee may continue to work that alternative workweek schedule without payment of an overtime rate of compensation for the hours provided in the agreement. An employee may revoke his or her voluntary authorization to continue such a schedule with 30 days written notice to the employer. New arrangements can only be entered into pursuant to the provisions of this section. Notwithstanding the foregoing, if a health care industry employer implemented a reduced rate for 12 hour shift employees in the last quarter of 1999 and desires to re-implement a flexible work arrangement that includes 12 hour shifts at straight time for the same work unit, the employer must pay a base rate to each affected employee in the work unit that is no less than that employee's base rate in 1999 immediately prior to the date of the rate reduction.

(8) Notwithstanding the above provisions regarding alternative workweek schedules, no employer of employees in the healthcare industry shall be deemed to have violated the daily overtime provisions by instituting, pursuant to the election procedures set forth in this wage order a regularly scheduled alternative workweek schedule that includes work days exceeding ten (10) hours but not more than 12 hours within a 40-hour workweek without the payment of overtime compensation, provided that:

(a) An employee who works beyond 12 hours in a workday shall be compensated at double the employee's regular rate of pay for all hours in excess of (12);

(b) An employee who works in excess of 40 hours in a workweek shall be compensated at one and one-half (1½) times the employee's regular rate of pay for all hours over 40 hours in the workweek;

(c) Any alternative workweek agreement adopted pursuant to this section shall provide for not less than four (4) hours of work in any shift.

(d) The same overtime standards shall apply to employees who are temporarily assigned to a work unit covered by this subsection;

(e) Any employer who instituted an alternative workweek schedule pursuant to this subsection shall make a reasonable effort to find another work assignment for any employee who participated in a valid election prior to 1998 pursuant to the provisions of Wage Orders 4 and 5 and who is unable to work the alternative workweek schedule established.

(f) An employer engaged in the operation of a licensed hospital or in providing personnel for the operation of a licensed hospital who institutes, pursuant to a valid order of the Commission, a regularly scheduled alternative workweek that includes no more than three (3) 12-hour workdays, shall make a reasonable effort to find another work assignment for any employee who participated in the vote which authorized the schedule and is unable to work the 12-hour shifts. An employer shall not be required to offer a different work assignment to an employee if such a work assignment is not available or if the employee was hired after the adoption of the 12 hour, three (3) day alternative workweek schedule.

(9) No employee assigned to work a 12 hour shift established pursuant to this Order shall be required to work more than 12 hours in any 24 hour period unless the Chief Nursing Officer or authorized executive declares that:

(a) A "healthcare emergency", as defined, exists in this Order, and

(b) All reasonable steps have been taken to provide required staffing, and

(c) Considering overall operational status needs, continued overtime is necessary to provide required staffing.

(10) Provided further that no employee shall be required to work more than 16 hours in a 24-hour period unless by voluntary mutual agreement of the employee and employer, and no employee shall work more than 24 consecutive hours until said employee receives not less than eight (8) consecutive hours off-duty immediately following the 24 consecutive hours of work.

(11) Notwithstanding subsection (B)(9) above, an employee may be required to work up to 13 hours in any 24-hour period if the employee scheduled to relieve the subject employee does not report for duty as scheduled and does not inform the employer more than two (2) hours in advance of that scheduled shift that he/she will not be appearing for duty as scheduled.

(C) Election Procedures

Election procedures for the adoption and repeal of alternative workweek schedules require the following:

(1) Each proposal for an alternative workweek schedule shall be in the form of a written agreement proposed by the employer. The proposed agreement must designate a regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring. The actual days worked within that alternative workweek schedule need not be specified. The employer may propose a single work schedule that would become the standard schedule for workers in the work unit, or a menu of work schedule options, from which each employee in the unit would be entitled to choose. If the employer proposes a menu of work schedule options, the employee may, with the approval of the employer, move from one menu option to another.

(2) In order to be valid, the proposed alternative workweek schedule must be adopted in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit. The election shall be held during regular working hours at the employees' work site. For purposes of this subsection, "affected employees in the work unit" may include all employees in a readily identifiable work unit, such as a division, a department, a job classification, a shift, a separate physical location, or a recognized subdivision of any such work unit. A work unit may consist of an individual employee as long as the criteria for an identifiable work unit in this subsection is met.

(3) Prior to the secret ballot vote, any employer who proposed to institute an alternative workweek schedule shall have made a disclosure in writing to the affected employees, including the effects of the proposed arrangement on the employees' wages, hours, and benefits. Such a disclosure shall include meeting(s), duly noticed, held at least fourteen (14) days prior to voting, for the specific purpose of discussing the effects of the alternative workweek schedule. An employer shall provide that disclosure in a non-English language, as well as in English, if at least five (5) percent of the affected employees primarily speak that non-English language. The employer shall mail the written disclosure to employees who do not attend the meeting. Failure to comply with this paragraph shall make the election null and void.

(4) Any election to establish or repeal an alternative workweek schedule shall be held at the work site of the affected employees. The employer shall bear the costs of conducting any election held pursuant to this section. Upon a complaint by an affected employee, and after an investigation by the Labor Commissioner, the Labor Commissioner may require the employer to select a neutral third party to conduct the election.

(5) Any type of alternative workweek schedule that is authorized by the Labor Code may be repealed by the affected employees. Upon a petition of one-third (1/3) of the affected employees, a new secret ballot election shall be held and a two-thirds (2/3) vote of the affected employees shall be required to reverse the alternative workweek schedule. The election to repeal the alternative workweek schedule shall be held not more than 30 days after the petition is submitted to the employer, except that the election shall be held not less than 12 months after the date that the same group of employees voted in an election held to adopt or repeal an alternative workweek schedule. However, where an alternative workweek schedule was adopted between October 1, 1999 and October 1, 2000, a new secret ballot election to repeal that alternative workweek schedule shall not be subject to the 12-month interval between elections. The election shall take place during regular working hours at the employees' work site. If the alternative workweek schedule is revoked, the employer shall comply within 60 days. Upon proper showing of undue hardship, the Division of Labor Standards Enforcement may grant an extension of time for compliance.

(6) Only secret ballots may be cast by affected employees in the work unit at any election held pursuant to this section. The results of any election conducted pursuant to this section shall be reported by the employer to the Office of Policy, Research and Legislation within 30 days after the results are final, and the report of election results shall be a public document. The report shall include the final tally of the vote, the size of the unit, and the nature of the business of the employer.

(7) Employees affected by a change in the work hours resulting from the adoption of an alternative workweek schedule may not be required to work those new work hours for at least 30 days after the announcement of the final results of the election.

(8) Employers shall not intimidate or coerce employees to vote either in support of or in opposition to a proposed alternative workweek. No employees shall be discharged or discriminated against for expressing opinions concerning the alternative workweek election or for opposing or supporting its adoption or repeal. However, nothing in this section shall prohibit an employer from expressing his/her position concerning that alternative workweek to the affected employees. A violation of this subsection shall be subject to Labor Code section 98 et seq.

(D) No employer engaged in the operation of a hospital or an establishment which is an institution primarily engaged in the care of the sick, the aged, or the mentally ill or defective who reside on the premises shall be deemed to have violated any provision of this section if, pursuant to an agreement or understanding arrived at between the employer and employee before performance of work, a work period of 14 consecutive days is accepted in lieu of the workweek of seven (7) consecutive days for purposes of overtime computation and if, for any employment in excess of 80 hours in such 14 day period, the employee receives compensation at a rate not less than one and one-half (1 1/2) times the regular rate at which the employee is employed.

(E) This section does not apply to organized camp counselors who are not employed more than 54 hours and not more than six (6) days in any workweek except under the conditions set forth below. This section shall also not apply to personal attendants as defined in Section 2 (N), nor to resident managers of homes for the aged having less than eight (8) beds; provided that persons employed in such occupations shall not be employed more than 40 hours nor more than six (6) days in any workweek, except under the following conditions:

In the case of emergency, employees may be employed in excess of forty (40) hours or six (6) days in any workweek provided the employee is compensated for all hours in excess of 40 hours and days in excess of six (6) days in the workweek at not less than one and one-half (1 1/2) times the employee's regular rate of pay. However, regarding organized camp counselors, in case of emergency they may be employed in excess of 54 hours or six (6) days, provided that they are compensated at not less than one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of 54 hours and six (6) days in the workweek.

(F) One and one-half (1 1/2) times a minor's regular rate of pay shall be paid for all work over 40 hours in any workweek except minors 16 or 17 years old who are not required by law to attend school and may therefore be employed for the same hours as an adult are subject to subsection (A), (B), (C), or (D) above.

(VIOLATIONS OF CHILD LABOR LAWS are subject to civil penalties of from \$500 to \$10,000 as well as to criminal penalties. Refer to California Labor Code sections 1285 to 1312 and 1390 to 1399 for additional restrictions on the employment of minors and for descriptions of criminal and civil penalties for violation of the child labor laws. Employers should ask school districts about any required work permits.)

(G) An employee may be employed on seven (7) workdays in a workweek when the total hours of employment during such workweek do not exceed 30 and the total hours of employment in any one workday thereof do not exceed six (6).

(H) If a meal period occurs on a shift beginning or ending at or between the hours of 10 p.m. and 6 a.m., facilities shall be available for securing hot food and drink or for heating food or drink, and a suitable sheltered place shall be provided in which to consume such food or drink.

(I) The provisions of this section are not applicable to employees whose hours of service are regulated by:

(1) The United States Department of Transportation Code of Federal Regulations, title 49, sections 395.1 to 395.13, Hours of Service of Drivers, or

(2) Title 13 of the California Code of Regulations, subchapter 6.5, section 1200 and following sections, regulating hours of drivers.

(J) The daily overtime provisions of subsection (A) above shall not apply to ambulance drivers and attendants scheduled for 24 hours shifts of duty who have agreed in writing to exclude from daily time worked not more than three (3) meal periods of not more than one hour each and a regularly scheduled uninterrupted sleeping period of not more than eight (8) hours. The employer shall provide adequate dormitory and kitchen facilities for employees on such a schedule.

(K) The provisions of Labor Code Sections 551 and 552 regarding one (1) day's rest in seven (7) shall not be construed to prevent an accumulation of days of rest when the nature of the employment reasonably requires the employee to work seven (7) or more consecutive days; provided, however, that in each calendar month, the employee shall receive the equivalent of one (1) day's rest in seven (7).

(L) Except as provided in subsections (F) and (K), this section shall not apply to any employee covered by a valid collective bargaining agreement if the agreement expressly provides for the wages, hours of work, and working conditions of the employees, and if the agreement provides premium wage rates for all overtime hours worked and a regular hourly rate of pay for those employees of not less than 30 percent more than the state minimum wage.

(M) Notwithstanding subsection (L) above, where the employer and a labor organization representing employees of the employer have entered into a valid collective bargaining agreement pertaining to the hours of work of the employees, the requirement regarding the equivalent of one (1) day's rest in seven (7) (see subsection (K) above) shall apply, unless the agreement expressly provides otherwise.

(N) If an employer approves a written request of an employee to make up work time that is or would be lost as a result of a personal obligation of the employee, the hours of that make up work time, if performed in the same workweek in which the work time was lost, may not be counted toward computing the total number of hours worked in a day for purposes of the overtime requirements, except for hours in excess of 11 hours of work in one (1) day or 40 hours of work in one (1) workweek. If an employee knows in advance that he or she will be requesting make up time for a personal obligation that will recur at a fixed time over a succession of weeks, the employee may request to make up work time for up to four (4) weeks in advance; provided, however, that the make up work must be performed in the same week that the work time was lost. An employee shall provide a signed written request for each occasion that the employee makes a request to make up work time pursuant to this Section. While an employer may inform an employee of this make up time option, the employer is prohibited from encouraging or otherwise soliciting an employee to request the employer's approval to take personal time off and make up the work hours within the same workweek pursuant to this Section.

4. MINIMUM WAGES

(A) Every employer shall pay to each employee wages not less than nine dollars (\$9.00) per hour for all hours worked, effective July 1, 2014, and not less than ten dollars (\$10.00) per hour for all hours worked, effective January 1, 2016, except:

LEARNERS. Employees during their first one hundred and sixty (160) hours of employment in occupations in which they have no previous similar or related experience, may be paid not less than 85 percent of the minimum wage rounded to the nearest nickel.

(B) Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.

(C) When an employee works a split shift, one hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.

(D) The provisions of this section shall not apply to apprentices regularly indentured under the State Division of Apprenticeship Standards.

5. REPORTING TIME PAY

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

(B) If an employee is required to report for work a second time in any one workday and is furnished less than two hours of work on the second reporting, said employee shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the minimum wage.

(C) The foregoing reporting time pay provisions are not applicable when:

(1) Operations cannot commence or continue due to threats to employees or property; or when recommended by civil authorities;

or

(2) Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system; or

(3) The interruption of work is caused by an Act of God or other cause not within the employer's control.

(D) This section shall not apply to an employee on paid standby status who is called to perform assigned work at a time other than the employee's scheduled reporting time.

6. LICENSES FOR DISABLED WORKERS

(A) A license may be issued by the Division authorizing employment of a person whose earning capacity is impaired by physical disability or mental deficiency at less than the minimum wage. Such licenses shall be granted only upon joint application of employer and employee and employee's representative if any.

(B) A special license may be issued to a nonprofit organization such as a sheltered workshop or rehabilitation facility fixing special minimum rates to enable the employment of such persons without requiring individual licenses of such employees.

(C) All such licenses and special licenses shall be renewed on a yearly basis or more frequently at the discretion of the Division. (See California Labor Code, Sections 1191 and 1191.5.)

7. RECORDS

(A) Every employer shall keep accurate information with respect to each employee including the following:

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.

(D) Clocks shall be provided in all major work areas or within reasonable distance thereto insofar as practicable.

8. CASH SHORTAGE AND BREAKAGE

No employer shall make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that the shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.

9. UNIFORMS AND EQUIPMENT

(A) When 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. The term "uniform" includes wearing apparel and accessories of distinctive design or color.

NOTE: This section shall not apply to protective apparel regulated by the Occupational Safety and Health Standards Board.

(B) When 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. Notwithstanding any other provision of this section, employees in beauty salons, schools of beauty culture offering beauty care to the public for a fee, and barber shops may be required to furnish their own manicure implements, curling irons, rollers, clips, haircutting scissors, combs, blowers, razors, and eyebrow tweezers. This subsection (B) shall not apply to apprentices regularly indentured under the State Division of Apprenticeship Standards.

NOTE: This section shall not apply to protective equipment and safety devices on tools regulated by the Occupational Safety and Health Standards Board.

(C) A reasonable deposit may be required as security for the return of the items furnished by the employer under provisions of subsections (A) and (B) of this section upon issuance of a receipt to the employee for such deposit. Such deposits shall be made pursuant to Section 400 and following of the Labor Code or an employer with the prior written authorization of the employee may deduct from the employee's last check the cost of an item furnished pursuant to (A) and (B) above in the event said item is not returned. No deduction shall be made at any time for normal wear and tear. All items furnished by the employer shall be returned by the employee upon completion of the job.

10. MEALS AND LODGING

(A) "Meal" means an adequate, well-balanced serving of a variety of wholesome, nutritious foods.

(B) "Lodging" means living accommodations available to the employee for full-time occupancy which are adequate, decent, and sanitary according to usual and customary standards. Employees shall not be required to share a bed.

(C) Meals or lodging may not be credited against the minimum wage without a voluntary written agreement between the employer and the employee. When credit for meals or lodging is used to meet part of the employer's minimum wage obligation, the amounts so credited may not be more than the following:

LODGING	Effective July 1, 2014	Effective January 1, 2016
Room occupied alone.....	\$42.33 per week	\$47.03 per week
Room shared.....	\$34.94 per week	\$38.82 per week
Apartment – two thirds (2/3) of the ordinary rental value, and in no event more than:.....	\$508.38 per month	\$564.81 per month
Where a couple are both employed by the employer, two thirds (2/3) of the ordinary rental value, and in no event more than:	\$752.02 per month	\$835.49 per month
MEALS		
Breakfast.....	\$3.26	\$3.62
Lunch.....	\$4.47	\$4.97
Dinner.....	\$6.01	\$6.68

(D) Meals evaluated, as part of the minimum wage, must be bona fide meals consistent with the employee's work shift. Deductions shall not be made for meals not received nor lodging not used.

(E) If, as a condition of employment, the employee must live at the place of employment or occupy quarters owned or under the control of the employer, then the employer may not charge rent in excess of the values listed herein.

11. MEAL PERIODS

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall

be considered an "on duty" meal period and shall be counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

(C) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

(D) Notwithstanding any other provision of this order, employees in the health care industry who work shifts in excess of eight (8) total hours in a workday may voluntarily waive their right to one of their two meal periods. In order to be valid, any such waiver must be documented in a written agreement that is voluntarily signed by both the employee and the employer. The employee may revoke the waiver at any time by providing the employer at least one day's written notice. The employee shall be fully compensated for all working time, including any on-the-job meal period, while such a waiver is in effect.

(E) Employees with direct responsibility for children who are under 18 years of age or who are not emancipated from the foster care system and who, in either case, are receiving 24 hour residential care, and employees of 24 hour residential care facilities for the elderly, blind or developmentally disabled individuals may be required to work on-duty meal periods without penalty when necessary to meet regulatory or approved program standards and one of the following two conditions is met:

(1) (a) The residential care employee eats with residents during residents' meals and the employer provides the same meal at no charge to the employee; or

(b) The employee is in sole charge of the resident(s) and, on the day shift, the employer provides a meal at no charge to the employee.

(2) An employee, except for the night shift, may exercise the right to have an off-duty meal period upon 30 days' notice to the employer for each instance where an off-duty meal is desired, provided that, there shall be no more than one off-duty meal period every two weeks.

12. REST PERIODS

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

(C) However, employees with direct responsibility for children who are under 18 years of age or who are not emancipated from the foster care system and who, in either case, are receiving 24 hour residential care and employees of 24 hour residential care facilities for elderly, blind or developmentally disabled individuals may, without penalty, require an employee to remain on the premises and maintain general supervision of residents during rest periods if the employee is in sole charge of residents. Another rest period shall be authorized and permitted by the employer when an employee is affirmatively required to interrupt his/her break to respond to the needs of residents.

13. CHANGE ROOMS AND RESTING FACILITIES

(A) Employers shall provide suitable lockers, closets, or equivalent for the safekeeping of employees' outer clothing during working hours, and when required, for their work clothing during non-working hours. When the occupation requires a change of clothing, change rooms or equivalent space shall be provided in order that employees may change their clothing in reasonable privacy and comfort. These rooms or spaces may be adjacent to but shall be separate from toilet rooms and shall be kept clean.

NOTE: This section shall not apply to change rooms and storage facilities regulated by the Occupational Safety and Health Standards Board.

(B) Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.

14. SEATS

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When 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.

15. TEMPERATURE

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where the nature of the employment requires a temperature of less than 60° F., a heated room shall be provided to which employees may retire for warmth, and such room shall be maintained at not less than 68°.

(C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

(D) Federal and State energy guidelines shall prevail over any conflicting provision of this section.

16. ELEVATORS

Adequate elevator, escalator or similar service consistent with industry-wide standards for the nature of the process and the work performed shall be provided when employees are employed four floors or more above or below ground level.

17. EXEMPTIONS

If, in the opinion of the Division after due investigation, it is found that the enforcement of any provision contained in Section 7, Records; Section 12, Rest Periods; Section 13, Change Rooms and Resting Facilities; Section 14, Seats; Section 15, Temperature; or Section 16, Elevators, would not materially affect the welfare or comfort of employees and would work an undue hardship on the employer, exemption may be made at the discretion of the Division. Such exemptions shall be in writing to be effective and may be revoked after reasonable notice is given in writing. Application for exemption shall be made by the employer or by the employee and/or the employee's representative to the Division in writing. A copy of the application shall be posted at the place of employment at the time the application is filed with the Division.

18. FILING REPORTS

(See California Labor Code, Section 1174(a))

19. INSPECTION

(See California Labor Code, Section 1174)

20. PENALTIES

(See Labor Code, Section 1199)

(A) In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty of:

(1) Initial Violation — \$50.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages.

(2) Subsequent Violations — \$100.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to an amount which is sufficient to recover unpaid wages.

(3) The affected employee shall receive payment of all wages recovered.

(B) The Labor Commissioner may also issue citations pursuant to Labor Code § 1197.1 for non-payment of wages for overtime work in violation of this order.

21. SEPARABILITY

If the application of any provision of this Order, or any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Order should be held invalid or unconstitutional or unauthorized or prohibited by statute, the remaining provisions thereof shall not be affected thereby, but shall continue to be given full force and effect as if the part so held invalid or unconstitutional had not been included herein.

22. POSTING OF ORDER

Every employer shall keep a copy of this Order posted in an area frequented by employees where it may be easily read during the workday. Where the location of work or other conditions make this impractical, every employer shall keep a copy of this Order and make it available to every employee upon request.

QUESTIONS ABOUT ENFORCEMENT of the Industrial Welfare Commission orders and reports of violations should be directed to the Division of Labor Standards Enforcement. A listing of the DLSE offices is on the back of this wage order. Look in the white pages of your telephone directory under CALIFORNIA, State of, Industrial Relations for the address and telephone number of the office nearest you. The Division has offices in the following cities: Bakersfield, El Centro, Fresno, Long Beach, Los Angeles, Oakland, Redding, Sacramento, Salinas, San Bernardino, San Diego, San Francisco, San Jose, Santa Ana, Santa Barbara, Santa Rosa, Stockton, Van Nuys.

SUMMARIES IN OTHER LANGUAGES

The Department of Industrial Relations will make summaries of wage and hour requirements in this Order available in Spanish, Chinese and certain other languages when it is feasible to do so. Mail your request for such summaries to the Department at:
P.O. Box 420603, San Francisco, CA 94142-0603.

RESUMEN EN OTROS IDIOMAS

El Departamento de Relaciones Industriales confeccionara un resumen sobre los requisitos de salario y horario de esta Disposicion en español, chino y algunos otros idiomas cuando sea posible hacerlo. Envie por correo su pedido por dichos resúmenes al Departamento a: P.O. Box 420603, San Francisco, CA 94142-0603.

其他文字的摘要

工業關係處將根據本規則中有關工資和工時的規定，用西班牙文、中文印出。其他文字如有需要，也將同樣辦理。如果您有需要，

可以來信索閱，請寄到：
Department of Industrial Relations
P.O. Box 420603
San Francisco, CA 94142-0603

All complaints are handled confidentially. For further information or to file your complaints, contact the State of California at the following department offices:

Division of Labor Standards Enforcement (DLSE)

BAKERSFIELD

Division of Labor Standards Enforcement
7718 Meany Ave.
Bakersfield, CA 93308
661-587-3060

EL CENTRO

Division of Labor Standards Enforcement
1550 W. Main St.
El Centro, CA 92843
760-353-0607

FRESNO

Division of Labor Standards Enforcement
770 E. Shaw Ave., Suite 222
Fresno, CA 93710
559-244-5340

LONG BEACH

Division of Labor Standards Enforcement
300 Ocaengate, 3rd Floor
Long Beach, CA 90802
562-590-5048

LOS ANGELES

Division of Labor Standards Enforcement
320 W. Fourth St., Suite 450
Los Angeles, CA 90013
213-620-6330

OAKLAND

Division of Labor Standards Enforcement
1515 Clay Street, Room 801
Oakland, CA 94612
510-622-3273

REDDING

Division of Labor Standards Enforcement
2115 Civic Center Drive, Room 17
Redding, CA 96001
530-225-2655

SACRAMENTO

Division of Labor Standards Enforcement
2031 Howe Ave, Suite 100
Sacramento, CA 95825
916-263-1811

SALINAS

Division of Labor Standards Enforcement
1870 N. Main Street, Suite 150
Salinas, CA 93906
831-443-3041

SAN BERNARDINO

Division of Labor Standards Enforcement
484 West 4th Street, Room 348
San Bernardino, CA 92401
909-383-4334

SAN DIEGO

Division of Labor Standards Enforcement
7575 Metropolitan, Room 210
San Diego, CA 92108
619-220-5451

SAN FRANCISCO

Division of Labor Standards Enforcement
455 Golden Gate Ave. 10th Floor
San Francisco, CA 94102
415-703-5300

SAN FRANCISCO - HEADQUARTERS

Division of Labor Standards Enforcement
455 Golden Gate Ave. 9th Floor
San Francisco, CA 94102
415-703-4810

SAN JOSE

Division of Labor Standards Enforcement
100 Paseo De San Antonio, Room 120
San Jose, CA 95113
408-277-1266

SANTA ANA

Division of Labor Standards Enforcement
605 West Santa Ana Blvd., Bldg. 28, Room 625
Santa Ana, CA 92701
714-558-4910

SANTA BARBARA

Division of Labor Standards Enforcement
411 E. Canon Perdido, Room 3
Santa Barbara, CA 93101
805-568-1222

SANTA ROSA

Division of Labor Standards Enforcement
50 "D" Street, Suite 380
Santa Rosa, CA 95404
707-576-2362

STOCKTON

Division of Labor Standards Enforcement
31 E. Channel Street, Room 317
Stockton, CA 95202
209-948-7771

VAN NUYS

Division of Labor Standards Enforcement
8150 Van Nuys Boulevard, Room 206
Van Nuys, CA 91401
818-901-5315

EMPLOYERS: Do not send copies of your alternative workweek election ballots or election procedures.

Prevailing Wage Hotline (415) 703-4774

Only the results of the alternative workweek election shall be mailed to:

Department of Industrial Relations
Office of Policy, Research and Legislation
P.O. Box 420603
San Francisco, CA 94142-0603
(415) 703-4780

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)
ALAN HARRIS (SBN 146079)
HARRIS & RUBLE
4771 Cromwell Avenue
Los Angeles, CA 94102
TELEPHONE NO: 323-962-3777 FAX NO. 323-962-3004
ATTORNEY FOR (Name): Plaintiff Tanika Turley

FOR COURT USE ONLY
FILED
Superior Court of California
County of San Francisco
MAR 25 2015
CLERK OF THE COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
STREET ADDRESS: 400 McAllister Street
MAILING ADDRESS:
CITY AND ZIP CODE San Francisco, CA 94102
BRANCH NAME:

CASE NAME: TANIKA TURLEY VS. CHIPOTLE, LLC
Dario et al. v. Ghiringhelli Specialty Foods Inc.

CIVIL CASE COVER SHEET
[X] Unlimited (Amount demanded exceeds \$25,000)
[] Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
[] Counter [] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER
CGC-15-544936

Items 1-6 below must be completed (see instructions on page 2)

- 1. Check one box below for the case type that best describes this case.
Auto Tort: [] Auto (22), [] Uninsured motorist (46)
Other PIP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort: [] Asbestos (04), [] Product liability (24), [] Medical malpractice (45), [] Other PIP/DWD (23)
Non-PIP/DWD (Other) Tort: [] Business tort/unfair business practice (07), [] Civil rights (08), [] Defamation (13), [] Fraud (16), [] Intellectual property (19), [] Professional negligence (25), [] Other non-PI/PD/WD tort (35)
Employment: [] Wrongful termination (36), [X] Other employment (15)
Contract: [] Breach of contract/warranty (06), [] Rule 3 740 collections (09), [] Other collections (09), [] Insurance coverage (18), [] Other contract (37)
Real Property: [] Eminent domain/Inverse condemnation (14), [] Wrongful eviction (33), [] Other real property (26)
Unlawful Detainer: [] Commercial (31), [] Residential (32), [] Drugs (38)
Judicial Review: [] Asset forfeiture (05), [] Petition re. arbitration award (11), [] Writ of mandate (02), [] Other judicial review (39)
Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403): [] Antitrust/Trade regulation (03), [] Construction defect (10), [] Mass tort (40), [] Securities litigation (28), [] Environmental/Toxic tort (30), [] Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment: [] Enforcement of judgment (20)
Miscellaneous Civil Complaint: [] RICO (27), [] Other complaint (not specified above) (42)
Miscellaneous Civil Petition: [] Partnership and corporate governance (21), [] Other petition (not specified above) (43)

- 2. This case [] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. [] Large number of separately represented parties
b. [] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. [] Substantial amount of documentary evidence
d. [] Large number of witnesses
e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. [] Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply). a. [X] monetary b. [X] nonmonetary, declaratory or injunctive relief c. [] punitive
4. Number of causes of action (specify): three
5. This case [X] is [] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 25, 2015
Alan Harris
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
• Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code) (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
• File this cover sheet in addition to any cover sheet required by local court rule.
• If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
• Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.