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ALAMEDA COUNTY

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ALAMEDA COUNTY

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17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF ALAMEDA

19 YESICA CARDENAS, as an aggrieved
20 employee pursuant to the Private Attorneys
21 General Act ("PAGA"), on behalf of the
22 State of California and other non-party
23 Aggrieved Employees,

24 Plaintiff,

25 vs.

26 NOR-CAL VENTURE GROUP, INC., a
27 California corporation; AKKAM, INC., a
28 California corporation; AMANAT, INC., a
California corporation; ANAND, INC., a
California corporation; AV INC., a
California corporation; CENTRAL COAST
RESTAURANTS, INC., a California
corporation, GOLDEN STATE CAFÉ,
INC., a California corporation, PARIVAR,
INC., a California corporation; RESHAM,
INC., a California corporation; RESHIV,
INC., a California corporation; VANIL,
INC., a California corporation; VANMEL,
INC., a California corporation; VANSI,
INC., a California corporation; VARRIS
MANAGEMENT, INC., a California
corporation; YADAV, INC., a California
corporation; YADAV ENTERPRISES,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.:

RG20085264

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

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

Jury Trial Demanded

1 Plaintiff Yesica Cardenas, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General Act
5 of 2004, California Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil penalties and any
6 other available relief on behalf of Plaintiff, the State of California, and other current and former
7 employees who worked for Defendants in California as a non-exempt, hourly paid employee and
8 received at least one wage statement and against whom one or more violations of any provision
9 in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of
10 work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as
11 set forth in this complaint, at any time between one year prior to the pre-filing written notice to
12 the Labor and Workforce Development Agency (“LWDA”) in this case on October 21, 2020,
13 until judgment (“non-party Aggrieved Employees”). Plaintiff’s share of civil penalties sought in
14 this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California Constitution,
16 Article VI, section 10. The statute under which this action is brought does not specify any other
17 basis for jurisdiction.

18 3. This Court has jurisdiction over all Defendants because, on information and belief,
19 Defendants are either citizens of California, have sufficient minimum contacts in California, or
20 otherwise intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play and
22 substantial justice. There is no basis for federal diversity jurisdiction in this action given that the
23 State of California, as the real party in interest in this action, is not a “citizen” for purposes of
24 satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir.
25 Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in
26 controversy requirement for federal diversity jurisdiction in this action, and that diversity
27 jurisdiction cannot be established when Plaintiff’s share of the civil penalties attributable to
28 violations personally suffered are less than \$75,000. *Id.* at 1122.

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

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

THE PARTIES

6. Plaintiff Yesica Cardenas is a resident of Elk Grove, in Sacramento County, California. Defendants employed Plaintiff as an hourly paid, non-exempt Team Leader from approximately 2004 to May 14, 2020. Plaintiff worked for Defendants at their Jack-in-the-Box restaurants located at: 4820 Laguna Blvd., Elk Grove, California; and 10390 Twin Cities Rd., Galt, California. During her employment, Plaintiff typically worked eight (8) hours per day, five (5) days per week, and forty (40) hours per week. At the time her employment ended, Plaintiff earned approximately \$14.25 per hour. Her job duties included, without limitation, operating the cash register, taking customer orders, cooking and preparing food, processing payments, maintaining dining and kitchen areas cleanliness, and ensuring restaurant crew members completed their daily tasks.

7. NOR-CAL VENTURE GROUP, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. AKKAM, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. AMANAT, INC. was and is, upon information and belief, a California corporation,

1 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
2 this county and the State of California.

3 10. ANAND, INC. was and is, upon information and belief, a California corporation,
4 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
5 this county and the State of California.

6 11. AV INC. was and is, upon information and belief, a California corporation, and at
7 all times hereinafter mentioned, an employer whose employees are engaged throughout this
8 county and the State of California.

9 12. CENTRAL COAST RESTAURANTS, INC. was and is, upon information and
10 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
11 employees are engaged throughout this county and the State of California.

12 13. GOLDEN STATE CAFÉ, INC. was and is, upon information and belief, a
13 California corporation, and at all times hereinafter mentioned, an employer whose employees are
14 engaged throughout this county and the State of California.

15 14. PARIVAR, INC. was and is, upon information and belief, a California corporation,
16 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
17 this county and the State of California.

18 15. RESHAM, INC. was and is, upon information and belief, a California corporation,
19 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
20 this county and the State of California.

21 16. RESHIV, INC. was and is, upon information and belief, a California corporation,
22 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
23 this county and the State of California.

24 17. VANIL, INC. was and is, upon information and belief, a California corporation,
25 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
26 this county and the State of California.

27 18. VANMEL, INC. was and is, upon information and belief, a California corporation,
28 and at all times hereinafter mentioned, an employer whose employees are engaged throughout

1 this county and the State of California.

2 19. VANSI, INC. was and is, upon information and belief, a California corporation,
3 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
4 this county and the State of California.

5 20. VARRIS MANAGEMENT, INC. was and is, upon information and belief, a
6 California corporation, and at all times hereinafter mentioned, an employer whose employees are
7 engaged throughout this county and the State of California.

8 21. YADAV, INC. was and is, upon information and belief, a California corporation,
9 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
10 this county and the State of California.

11 22. YADAV ENTERPRISES, INC. was and is, upon information and belief, a
12 California corporation, and at all times hereinafter mentioned, an employer whose employees are
13 engaged throughout this county and the State of California.

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

18 24. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
19 were the partners, agents, owners, or managers of NOR-CAL VENTURE GROUP, INC.;
20 AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; CENTRAL COAST
21 RESTAURANTS, INC., GOLDEN STATE CAFÉ, INC., PARIVAR, INC.; RESHAM, INC.;
22 RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT,
23 INC.; YADAV, INC.; and YADAV ENTERPRISES, INC. at all relevant times.

24 25. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
25 and omissions alleged herein was performed by, or is attributable to, NOR-CAL VENTURE
26 GROUP, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; CENTRAL
27 COAST RESTAURANTS, INC., GOLDEN STATE CAFÉ, INC., PARIVAR, INC.; RESHAM,
28 INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS

1 MANAGEMENT, INC.; YADAV, INC.; YADAV ENTERPRISES, INC. and/or DOES 1
2 through 10 (collectively, “Defendants” or “NOR-CAL VENTURE”), each acting as the agent,
3 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
4 Defendants and was acting within the course and scope of such agency, employment, joint
5 venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any
6 and all Defendants were in accordance with, and represent, the official policy of Defendants.

7 26. At all relevant times, Defendants, and each of them, ratified each and every act or
8 omission complained of herein. At all relevant times, Defendants, and each of them, aided and
9 abetted the acts and omissions of each and all the other Defendants in proximately causing the
10 damages herein alleged.

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

14 28. Under California law, Defendants are jointly and severally liable as employers for
15 the violations alleged herein because they have each exercised sufficient control over the wages,
16 hours, working conditions, and employment status of Plaintiff and other non-party Aggrieved
17 Employees. Each Defendant had the power to hire and fire Plaintiff and other non-party
18 Aggrieved Employees, supervised and controlled their work schedule and/or conditions of
19 employment, determined their rate of pay, and maintained their employment records. Defendants
20 suffered or permitted Plaintiff and other non-party Aggrieved Employees to work and/or
21 “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a common-law
22 employment relationship. As joint employers of Plaintiff and other non-party Aggrieved
23 Employees, Defendants are jointly and severally liable for the civil penalties available to Plaintiff
24 and other non-party Aggrieved Employees under the law.

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

28 (a) jointly exercised meaningful control over the work performed by Plaintiff

and other non-party Aggrieved Employees;

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

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

31. NOR-CAL VENTURE GROUP, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; CENTRAL COAST RESTAURANTS, INC., GOLDEN STATE CAFÉ, INC., PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV, INC.; YADAV ENTERPRISES, INC.; and DOES 1 through 10 are therefore alter egos of each other.

32. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name NOR-CAL VENTURE.

33. Plaintiff further alleges, upon information and belief, that Defendants NOR-CAL VENTURE GROUP, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.;

CENTRAL COAST RESTAURANTS, INC.; GOLDEN STATE CAFÉ, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV, INC.; and YADAV ENTERPRISES, INC. are alter egos of each other for the following reasons:

(a) On the California Secretary of State's website (<https://businesssearch.sos.ca.gov/>), NOR-CAL VENTURE GROUP, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; CENTRAL COAST RESTAURANTS, INC.; GOLDEN STATE CAFÉ, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV, INC.; and YADAV ENTERPRISES, INC. share the same entity address and mailing address, "3550 Mowry Ave. #301, Fremont, California 94538;"

(b) According to the most recent "Statement of Information" forms filed with the California Secretary of State, NOR-CAL VENTURE GROUP, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; CENTRAL COAST RESTAURANTS, INC.; GOLDEN STATE CAFÉ, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV, INC.; and YADAV ENTERPRISES, INC. share the same officers and/or directors, including, but not limited to, Anil Yadav, who serves as Chief Executive Officer, Secretary, and Chief Financial Officer of NOR-CAL VENTURE GROUP, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; CENTRAL COAST RESTAURANTS, INC.; GOLDEN STATE CAFÉ, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV, INC.; and YADAV ENTERPRISES, INC.; and

(c) On information and belief, NOR-CAL VENTURE GROUP, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; CENTRAL COAST RESTAURANTS, INC.; GOLDEN STATE CAFÉ, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC., YADAV, INC.; and YADAV ENTERPRISES, INC. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

34. Defendants own and operate approximately 25 Jack in the Box fast-food restaurant locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their corporate headquarters in Fremont, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

35. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

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

1 State of California, regardless of the manner in which each employee's employment ends.

2 37. Defendants continue to employ non-exempt or hourly paid employees in
3 California.

4 38. Plaintiff is informed and believes, and thereon alleges, that at all times herein
5 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
6 advisors knowledgeable about California labor and wage law, employment and personnel
7 practices, and about the requirements of California law.

8 39. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other non-
9 party Aggrieved Employees were not paid for all hours worked because all hours worked were
10 not recorded.

11 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
13 receive certain wages for overtime compensation and that they were not receiving certain wages
14 for overtime compensation.

15 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
17 receive at least minimum wages for compensation and that they were not receiving at least
18 minimum wages for work that was required to be done off-the-clock. In violation of the California
19 Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at least minimum
20 wages for work done off-the-clock.

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

28 ///

1 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest
3 periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one
4 (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted
5 to take a compliant rest period. In violation of the California Labor Code, Plaintiff and other non-
6 party Aggrieved Employees were not authorized and permitted to take compliant rest periods, nor
7 did Defendants provide Plaintiff and other non-party Aggrieved Employees with payment of one
8 (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted
9 to take a compliant rest period.

10 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 receive complete and accurate wage statements in accordance with California law. In violation
13 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
14 provided complete and accurate wage statements.

15 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that they had a duty to maintain accurate and complete payroll records in
17 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly, and
18 intentionally failed to do so.

19 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 timely payment of wages during their employment. In violation of the California Labor Code,
22 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
23 including, but not limited to, overtime wages, minimum wages, meal and rest period premiums,
24 and/or reporting time pay, within permissible time periods.

25 47. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 timely payment of all wages earned upon termination of employment. In violation of the
28 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive

1 payment of all wages due, including, but not limited to, overtime wages, minimum wages, meal
2 and rest period premiums, and/or reporting time pay, within permissible time periods.

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

10 49. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that they were not permitted to compel or coerce Plaintiff and other non-party
12 Aggrieved Employees to patronize their business in the purchase of anything of value, but did in
13 fact require Plaintiff and other non-party Aggrieved Employees to purchase various items,
14 including uniforms, from Defendants.

15 50. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to be
17 paid reporting time pay when they reported to work for their scheduled shift but were put to work
18 for less than half of the regular schedule. In violation of the California Labor Code, Defendants
19 did not pay Plaintiff and other non-party Aggrieved Employees all reporting time pay due.

20 51. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
22 receive reimbursement for all business-related expenses and costs they incurred during the course
23 and scope of their employment and that they did not receive reimbursement of applicable
24 business-related expenses and costs incurred.

25 52. Plaintiff is informed and believes, and thereon alleges, that at all times herein
26 mentioned, Defendants knew or should have known that they had a duty to provide Plaintiff and
27 other non-party Aggrieved Employees with written notice of the material terms of their
28 employment with Defendants as required by the California Wage Theft Prevention Act, but

1 willfully, knowingly, and intentionally failed to do so.

2 53. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that they had a duty to provide Plaintiff and other non-party Aggrieved
4 Employees with safety devices and safeguards, such as personal protective equipment, to protect
5 their life, safety, and health in the workplace, but willfully, knowingly, and intentionally failed to
6 do so.

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

13 55. At all times herein set forth, PAGA provides that any provision of law under the
14 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
15 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
16 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
17 behalf of themselves and other current or former employees pursuant to procedures outlined in
18 California Labor Code section 2699.3.

19 56. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
20 person who was employed by the alleged violator and against whom one or more of the alleged
21 violations was committed."

22 57. Plaintiff and other current and former employees of Defendants are "aggrieved
23 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or
24 former employees and one or more of the alleged violations were committed against them.

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

28 ///

- 1 (a) The aggrieved employee shall give written notice by online filing
2 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to
3 the employer of the specific provisions of the California Labor Code
4 alleged to have been violated, including the facts and theories to support
5 the alleged violations.
- 6 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
7 2699.3(a) and any employer response to that notice shall be accompanied
8 by a filing fee of seventy-five dollars (\$75).
- 9 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
10 employer and the aggrieved employee by certified mail that it does not
11 intend to investigate the alleged violation within sixty (60) calendar days
12 of the postmark date of the Employee’s Notice. Upon receipt of the LWDA
13 Notice, or if the LWDA Notice is not provided within sixty-five (65)
14 calendar days of the postmark date of the Employee’s Notice, the aggrieved
15 employee may commence a civil action pursuant to California Labor Code
16 section 2699 to recover civil penalties in addition to any other penalties to
17 which the employee may be entitled.

18 59. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
19 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
20 other than those listed in Section 2699.5 after the following requirements have been met:

- 21 (a) The aggrieved employee or representative shall give written notice by
22 online filing to the LWDA and by certified mail to the employer of the
23 specific provisions of the California Labor Code alleged to have been
24 violated (other than those listed in Section 2699.5), including the facts and
25 theories to support the alleged violation.
- 26 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
27 2699.3(c) and any employer response to that notice shall be accompanied
28 by a filing fee of seventy-five dollars (\$75).

1 (c) The employer may cure the alleged violation within thirty-three (33)
2 calendar days of the postmark date of the notice. The employer shall give
3 written notice by certified mail within that period of time to the aggrieved
4 employee or representative and the agency if the alleged violation is cured,
5 including a description of actions taken, and no civil action pursuant to
6 Section 2699 may commence. If the alleged violation is not cured within
7 the 33-day period, the employee may commence a civil action pursuant to
8 Section 2699.

9 60. On October 21, 2020, Plaintiff provided written notice by online filing to the
10 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
11 Code alleged to have been violated, including facts and theories to support the alleged violations,
12 in accordance with California Labor Code section 2699.3. Plaintiff's written notice was
13 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
14 Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA
15 Case Number LWDA-CM-810324-20. A true and correct copy of Plaintiff's written notice to the
16 LWDA and Defendants dated October 21, 2020, is attached hereto as "Exhibit 1."

17 61. As of the filing date of this complaint, over 65 days have passed since Plaintiff
18 sent the initial LWDA Notice described above, and the LWDA has not responded that it intends
19 to investigate Plaintiff's claims, and Defendants have not cured the violations.

20 62. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor
21 Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations
22 of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 450, 510, 512(a), 516,
23 1174(d), 1182.12, 1194, 1197, 1198, 2802, 2810.5, 6401, and 6403.

24 63. Labor Code section 558(a) provides "[a]ny employer or other person acting on
25 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
26 provision regulating hours and days of work in any order of the Industrial Welfare Commission
27 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
28 each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For

1 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
2 period for which the employee was underpaid. . . .” Labor Code section 558(c) provides “[t]he
3 civil penalties provided for in this section are in addition to any other civil or criminal penalty
4 provided by law.” Plaintiff, acting in the public interest as a private attorney general, seeks
5 assessment and collection of civil penalties under Labor Code section 558 for herself, all other
6 non-party Aggrieved Employees, and the State of California against Defendants for violations of
7 Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC wage order. Plaintiff, acting
8 in the public interest as a private attorney general, does not seek the recovery of unpaid wages
9 under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a),
10 516, 1198, and the applicable IWC wage order.

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

14 65. As set forth below, Defendants have violated numerous provisions of both the
15 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
16 Order.

17 66. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
18 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private
19 attorney general, seeks assessment and collection of civil penalties for herself, all other non-party
20 Aggrieved Employees, and the State of California against Defendants for violations of California
21 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 450, 510, 512(a), 516, 1174(d),
22 1182.12, 1194, 1197, 1198, 2802, 2810.5, 6401, and 6403.

23 **FIRST CAUSE OF ACTION**

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

25 **(Against all Defendants)**

26 67. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
27 every allegation set forth above.

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1 68. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil
2 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
3 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 450,
4 510, 512(a), 1174(d), 1194, 1197, 1198, 2802, 6401, and 6403. Labor Code section 2699.3(c)
5 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those
6 Labor Code sections not found in section 2699.5, including sections 246, 516, 1182.12, and
7 2810.5.

8 69. Defendants’ conduct, as alleged herein, violates numerous sections of the
9 California Labor Code, including, but not limited to, the following:

- 10 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC wage
11 order for Defendants’ failure to compensate Plaintiff and other non-party
12 Aggrieved Employees with all required overtime pay, as set forth below;
- 13 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1198, and the
14 applicable IWC wage order for Defendants’ failure to compensate Plaintiff
15 and other non-party Aggrieved Employees with at least minimum wages
16 for all hours worked as set forth below;
- 17 (c) Violation of Labor Code sections 226.7, 512(a), 516, 1198, and the
18 applicable IWC wage order for Defendants’ failure to provide Plaintiff and
19 other non-party Aggrieved Employees with meal periods, as set forth
20 below;
- 21 (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable IWC
22 wage order for Defendants’ failure to authorize and permit Plaintiff and
23 other non-party Aggrieved Employees to take rest periods, as set forth
24 below;
- 25 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC
26 wage order for failure to provide accurate and complete wage statements
27 to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- 28 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable IWC

- 1 wage order for failure to maintain payroll records as set forth below;
- 2 (g) Violation of Labor Code section 204 for failure to pay all earned wages
- 3 during employment as set forth below;
- 4 (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
- 5 earned wages upon termination as set forth below;
- 6 (i) Violation of Labor Code section 246 for failure to provide paid sick leave
- 7 benefits and failure to provide written notice of paid sick leave available,
- 8 or paid time off, as set forth below;
- 9 (j) Violation of California Labor Code section 450 for Defendants'
- 10 compelling and/or coercing Plaintiff and other non-party Aggrieved
- 11 Employees to patronize Defendants' business, as set forth below;
- 12 (k) Violation of Labor Code section 1198 and the applicable IWC wage order
- 13 for failure to pay reporting time pay when Plaintiff and other non-party
- 14 Aggrieved Employees were put to work for less than half of their regular
- 15 scheduled shifts, as set forth below;
- 16 (l) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and
- 17 other non-party Aggrieved Employees for all business expenses
- 18 necessarily incurred, as set forth below;
- 19 (m) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide
- 20 written notice of information material to Plaintiff's and other non-party
- 21 Aggrieved Employees' employment with Defendants, as set forth below;
- 22 and
- 23 (n) Violation of Labor Code sections 6401 and 6403 for failure to provide
- 24 safety devices and safeguards, such as personal protective equipment, to
- 25 Plaintiff and other non-party Aggrieved Employees, as set forth below.

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1 **FAILURE TO PAY OVERTIME**

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

3 70. Labor Code section 1198 makes it illegal to employ an employee under conditions
4 of labor that are prohibited by the applicable wage order. California Labor Code section 1198
5 requires that "... the standard conditions of labor fixed by the commission shall be the ...
6 standard conditions of labor for employees. The employment of any employee ... under
7 conditions of labor prohibited by the order is unlawful."

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

12 72. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and other non-party Aggrieved Employees working more than eight
14 (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half
15 (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
16 workweek.

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

22 74. California Labor Code section 510 codifies the right to overtime compensation at
23 one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours
24 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th)
25 day of work, and to overtime compensation at twice the employee's regular rate of pay for hours
26 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
27 seventh (7th) day of work.

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

6 76. First, during the relevant time period, Defendants had a company-wide policy
7 and/or practice of strictly limiting the amount of overtime employees could accrue. On
8 information and belief, this limitation on overtime accrual was based on a company-wide policy
9 of staffing restaurant locations strictly based on the labor hours or labor budget set by corporate.
10 This policy of limiting overtime, coupled with Defendants' understaffing policy, as well as the
11 assignment of heavy workloads and strict targets/goals (*see infra*), led Plaintiff and other non-
12 party Aggrieved Employees to work off-the-clock before and after their scheduled shift times in
13 order to complete their assigned tasks. As a result, Defendants forced Plaintiff and other non-
14 party Aggrieved Employees to perform work off-the-clock outside of their scheduled shifts, such
15 as performing opening shift duties before clocking in (re-stocking kitchen inventory and ensuring
16 kitchen machinery was on proper temperature setting); taking drive-thru orders; performing
17 register cash counts; responding to phone calls and text messages from management on their
18 personal cellular phones; and performing closing shift duties (resetting the dining area and
19 restocking the kitchen). Defendants discouraged and impeded Plaintiff and other non-party
20 Aggrieved Employees from recording hours worked that were outside of their scheduled shifts,
21 upon threat of discipline for incurring unapproved overtime hours.

22 77. Thus, Plaintiff and other non-party Aggrieved Employees were required to work
23 off-the-clock performing tasks before and after their scheduled shifts but were prevented from
24 accounting for and recording this time in the timekeeping system. For example, Plaintiff would
25 frequently arrive 30 minutes early to perform duties left over from the previous evening, such as
26 dumping dining-area trash bins, but she was not permitted to clock in before her scheduled shift
27 start-time. She was also required to clock out at her designated shift end-time, upon threat of
28 reprimand or discipline, even when she had additional assignments to complete for the day, and

1 regularly worked 15-20 minutes after she had clocked out, performing register cash counts, taking
2 orders, and responding to her supervisors' calls or text messages regarding work operations and
3 tasks. Alternatively, when Plaintiff and other non-party Aggrieved Employees failed to clock out
4 at their designated shift end-times, on information and belief, Plaintiff and other non-party
5 Aggrieved Employees were subject to Defendants' supervisors falsifying their time records in
6 order to prevent employees from accruing overtime.

7 78. Second, Defendants required Plaintiff and other non-party Aggrieved Employees
8 to complete online training modules from home, on their off-days, or during their unpaid meal
9 periods, but did not compensate them for this time. For example, Plaintiff sometimes spent 30-
10 60 minutes completing Defendants' requisite online training modules, "Computer Based
11 Trainings" ("CBTs"), but was not paid for this time. Plaintiff and other non-party Aggrieved
12 Employees were told that these CBTs could only be completed on the sole store-owned tablet,
13 which could be taken home or completed at the store, but not while clocked in. Furthermore,
14 Defendants required Plaintiff and other non-party Aggrieved Employees to attend mandatory off-
15 site training, held at other Defendants' restaurant locations, but did not compensate them for their
16 time spent traveling to and from these training sessions. Thus, Defendants failed to track all of
17 this time spent working before clocking in or after clocking out, and Plaintiff and other non-party
18 Aggrieved Employees received no compensation for this time. Moreover, on information and
19 belief, Defendants did not provide other non-party Aggrieved Employees with their own
20 employee IDs, preventing them from clocking themselves in and out of Defendants' timekeeping
21 system and thus requiring Defendants' management to input their hours, resulting in other non-
22 party Aggrieved Employees working off the clock, because their actual hours worked were not
23 accurately recorded.

24 79. Third, Defendants had, and continue to have, a company-wide policy staffing their
25 restaurant locations strictly based on the labor hours or labor budget set by the corporate office.
26 Defendants' use of a labor budget resulted in chronic understaffing, such that there were too few
27 employees on duty to handle the heavy workload, which included meeting a 90-second time
28 target/goal for drive-thru customers and daily tasks to be completed, such as re-stocking all food

1 product in the restaurant's kitchen by the end of each shift. Because Defendants did not employ
2 or staff an adequate number of employees to meet their productivity expectations and failed to
3 provide employees with adequate meal period coverage, Plaintiff and other non-party Aggrieved
4 Employees were assigned heavy workloads, which Defendants knew or should have known could
5 only be met by working additional hours.

6 80. In conjunction with Defendants' use of a labor budget and resultant understaffing,
7 Defendants had a requirement that a managerial employee, such as a Team Leader, be present in
8 the restaurant at all times and prohibited managers from leaving the restaurant premises unless
9 another manager was also on duty, resulting in a lack of meal period coverage for managerial
10 employees. Defendants also had a policy and/or practice of requiring that a managerial employee,
11 such as a Team Leader, keep a company-issued drive-thru headset radio on them at all times,
12 unless another manager was also on duty, in order to communicate with coworkers, even during
13 unpaid meal periods. At the same time, the labor budgets that Defendants implemented did always
14 not always allow for more than one manager to be on the schedule, e.g., during the morning
15 opening shifts. Thus, Plaintiff and other managerial employees missed and/or had meal periods
16 interrupted in order to complete their assigned duties and handle customer demand. Defendants
17 did not pay Plaintiff and other non-party Aggrieved Employees for the time they continued to
18 perform tasks during meal periods.

19 81. Fourth, Defendants have, on a company-wide basis, failed to schedule meal
20 periods. This company-wide practice, coupled with the heavy workload and pressure from
21 Defendants to complete assigned tasks, impeded Plaintiff and other non-party Aggrieved
22 Employees from taking compliant meal periods. As a result, Plaintiff and other non-party
23 Aggrieved Employees were not afforded uninterrupted thirty (30) minute meal periods during
24 shifts in which they were entitled to receive meal periods. Also, Defendants' company-wide
25 timekeeping system further prevented Plaintiff and other non-party Aggrieved Employees from
26 recording all hours worked when their meal periods were shortened or interrupted, because the
27 system locked Plaintiff and other non-party Aggrieved Employees out once they clocked out for
28 a meal period and would not permit them to clock back in from a meal before 30 minutes elapsed.

1 Thus, Plaintiff and other non-party Aggrieved Employees performed work during meal periods
2 for which they were not paid.

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

11 83. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees the
12 balance of overtime compensation as required by California law, violates the provisions of
13 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
14 Employees are entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
15 2699(a), (f), and (g).

16 **FAILURE TO PAY MINIMUM WAGES**

17 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

18 84. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
19 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
20 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
21 Compensable work time is defined by the applicable wage order as "the time during which an
22 employee is subject to the control of an employer, and includes all the time the employee is
23 suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8,
24 § 11050(2)(K) (defining "Hours Worked").

25 85. As set forth above, due to Defendants' restrictions on overtime accrual, Defendants
26 systematically failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours
27 worked before and after scheduled shifts, because these hours were not accurately recorded. Also,
28 Defendants required Plaintiff and other non-party Aggrieved Employees to complete online

1 training modules or CBTs off-the-clock or during their unpaid meal periods or travel to mandatory
2 off-site training, held at Defendants' other restaurant locations, but did not compensate them for
3 their time spent completing these modules or traveling to and from these training sessions. Thus,
4 Defendants failed to track all of this time spent working before clocking in or after clocking out,
5 and Plaintiff and other non-party Aggrieved Employees received no compensation for this time.
6 Moreover, on information and belief, Defendants did not provide other non-party Aggrieved
7 Employees with their own employee IDs, preventing them from clocking themselves in and out
8 of Defendants' timekeeping system, resulting in other non-party Aggrieved Employees working
9 off the clock, because their actual hours worked were not accurately recorded.

10 86. Additionally, as set forth above, due to Defendants' uniform practices of utilizing
11 labor budgets, understaffing, assignment of heavy workloads, failure to schedule meal periods,
12 subsequent lack of meal period coverage, and policies requiring a managerial employee to remain
13 on premises and connected to a drive-thru headset at all times, Plaintiff and other non-party
14 Aggrieved Employees were impeded from taking all uninterrupted meal periods to which they
15 were entitled and were required to work off-the-clock. And, as described above, Defendants'
16 timekeeping system did not permit Plaintiff and other non-party Aggrieved Employees to clock
17 back in early when their meal periods were interrupted or cut short. Defendants systematically
18 failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during
19 unpaid meal periods because these hours were not always correctly recorded.

20 87. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
21 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
22 qualify for overtime premium payment, Defendants did not pay at least minimum wages for those
23 hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197,
24 and 1198.

25 88. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
26 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiff
27 and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant
28 to Labor Code sections 2699(a), (f), and (g).

1 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**

2 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

3 89. At all relevant times herein set forth, the applicable IWC Wage Order(s) and
4 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff and non-
5 party Aggrieved Employees' employment by Defendants.

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

13 91. At all relevant times herein set forth, California Labor Code section 226.7, 512(a),
14 516, and 1198 provide that no employer shall require an employee to work during any meal period
15 mandated by an applicable order of the IWC.

16 92. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, and
17 the applicable IWC Wage Order also require employers to provide a second meal period of not
18 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
19 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
20 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
21 consent of the employer and the employee only if the first meal period was not waived.

22 93. First, during the relevant time period, Defendants had, and continue to have, a
23 company-wide policy and/or practice of understaffing pursuant to their labor budget practices,
24 while simultaneously assigning heavy workloads (including meeting a 90-second time target/goal
25 for drive-thru customers and daily tasks to be completed) and discouraging employees from
26 incurring overtime, which resulted in a lack of meal period coverage and prevented Plaintiff and
27 other non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which
28 they were entitled. As stated above, in conjunction with understaffing their restaurant locations,

1 Defendants have a requirement that a managerial employee be present on the restaurant premises
2 and connected to a drive-thru headset radio at all times, but Defendants' labor budgets did not
3 always allow for more than one manager to be on the schedule. As a result, Plaintiff and other
4 managerial employees were sometimes the only managers on duty, and would have their meal
5 periods interrupted or would work through them in order to assist their coworkers and customers,
6 causing Plaintiff and other non-party Aggrieved Employees to work off-the-clock without that
7 time being recorded. Additionally, Defendants did not schedule meal periods, resulting in
8 Plaintiff and other non-party Aggrieved Employees having their meal periods interrupted to return
9 to work or waiting extended periods of time before taking meal periods, due to the workload and
10 pressure to complete assigned tasks without incurring overtime.

11 94. Second, as stated, Defendants occasionally required Plaintiff and other Aggrieved
12 Employees to complete online training modules or CBTs during their unpaid meal periods, but
13 did not compensate them for this time.

14 95. Third, Defendants implemented an electronic timekeeping system that locked
15 Plaintiff and other Aggrieved Employees out and prevented them from clocking in early before
16 the end of their 30-minute meal period. As a result of Defendants' timekeeping system, Plaintiff
17 and other Aggrieved Employees were prevented from accurately recording when they had to
18 return early from a meal period so that they could be compensated for that time.

19 96. As a result of Defendants' practices and/or policies, Plaintiff and other non-party
20 Aggrieved Employees were forced to work in excess of five (5) hours before taking a meal period
21 and, at times, had their meal periods interrupted, and/or had to forgo their meal periods altogether.
22 For example, approximately once per week, Plaintiff worked in excess of five (5) hours before
23 taking a meal period, if she took one at all, in order to meet the 90-second time target/goal for
24 drive-thru customers. Moreover, Plaintiff's meal periods were frequently interrupted or shortened
25 in order to respond to questions from Defendants' customers, employees, or supervisors.

26 97. In addition, Defendants did not provide Plaintiff and other non-party Aggrieved
27 Employees with second 30-minute meal periods on days that they worked shifts in excess of ten
28 (10) hours in one day. During her employment, Plaintiff worked shifts in excess of ten (10) hours

1 or more per day but was not provided a second 30-minute meal period. Plaintiff and other non-
2 party Aggrieved Employees did not sign valid meal period waivers on days that they were entitled
3 to meal periods and were not relieved of all duties.

4 98. Defendants knew or should have known that as a result of their policies, Plaintiff
5 and other non-party Aggrieved Employees were not actually relieved of all duties to take timely,
6 uninterrupted meal periods. Defendants further knew or should have known that they did not pay
7 Plaintiff and other non-party Aggrieved Employees meal period premium wages when meal
8 periods were missed, late, short, and/or interrupted.

9 99. Defendants also have engaged in a company-wide practice and/or policy of not
10 paying meal period premiums owed when compliant meal periods are not provided. Because of
11 this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not received
12 premium pay for missed, late, and interrupted meal periods.

13 100. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
14 Employees compliant meal periods and failed to pay the full meal period premiums due.
15 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
16 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
17 entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and
18 (g).

19 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

20 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

21 101. At all relevant times herein set forth, the applicable IWC Wage Order and
22 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff and other non-
23 party Aggrieved Employees' employment by Defendants.

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

1 (3½) hours.

2 103. At all relevant times, California Labor Code section 226.7 provides that no
3 employer shall require an employee to work during any rest period mandated by an applicable
4 order of the California IWC. To comply with its obligation to authorize and permit rest periods
5 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
6 must “relinquish any control over how employees spend their break time, and relieve their
7 employees of all duties—including the obligation that an employee remain on call. A rest period,
8 in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-
9 270 (2016).

10 104. Pursuant to the applicable IWC Wage Order and California Labor Code section
11 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
12 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
13 required rest period was not authorized and permitted.

14 105. During the relevant time period, Defendants regularly failed to authorize and
15 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
16 per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants’
17 company-wide practices, including understaffing while assigning heavy workloads, prevented
18 Plaintiff and other non-party Aggrieved Employees from being relieved of all duty in order to
19 take compliant rest periods. Defendants also failed to schedule rest periods, which, coupled with
20 Defendants’ failure to provide adequate rest period coverage, further led to Plaintiff and other
21 non-party Aggrieved Employees not being authorized and permitted to take rest periods. Plaintiff
22 and other non-party Aggrieved Employees were also required to keep their drive-thru headset
23 radio on them during their rest periods, in order to respond to coworkers, if they were the only
24 managers on schedule.

25 106. Furthermore, upon information and belief, Defendants maintained and
26 implemented a company-wide on-premises rest period policy, which mandated that Plaintiff and
27 other non-party Aggrieved Employees remain on Defendants’ premises during their rest periods.
28 Because Plaintiff and other non-party Aggrieved Employees were restricted from leaving the

1 premises during rest periods, they were denied the ability to use their rest periods freely for their
2 own purposes. Thus, Defendants effectively maintained control over Plaintiff and other non-party
3 Aggrieved Employees during rest periods. Upon information and belief, Defendants' company-
4 wide on-premises rest period policy prevented Plaintiff and other non-party Aggrieved Employees
5 from being relieved of all duties for rest periods and caused them to perform work during rest
6 periods.

7 107. As a result of Defendants' practices and policies, Plaintiff and other non-party
8 Aggrieved Employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
9 excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods
10 to which they were entitled. For example, Plaintiff missed her rest periods due to understaffing
11 and the heavy workload, including pressure to meet the 90-second time target/goal for drive-thru
12 customers, or would have her rest periods interrupted by Defendants' supervisors and co-workers
13 asking questions over the drive-thru headset or requesting her assistance with customers.

14 108. Defendants have also engaged in a company-wide policy and/or practice of not
15 paying all rest period premiums owed when compliant rest periods are not authorized and
16 permitted. Because of this policy and/or practice, Plaintiff and other non-party Aggrieved
17 Employees have not received premium pay for all missed rest periods.

18 109. Defendants' conduct violates the applicable IWC Wage Order and California
19 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees
20 are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
21 2699(a), (f), and (g).

22 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**

23 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

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

111. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

112. Because Defendants did not record the time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock and during meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

113. The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

114. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor

1 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are
2 required to keep accurate time records showing when the employee begins and ends each work
3 period and meal period. During the relevant time period, Defendants failed, on a company-wide
4 basis, to keep accurate records of work period and meal period start and stop times for Plaintiff
5 and other non-party Aggrieved Employees, in violation of section 1198. Furthermore, in light of
6 Defendants’ failure to provide Plaintiff and other non-party Aggrieved Employees with second
7 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and
8 end times for second meal periods.

9 115. California Labor Code section 1174(d) provides that “[e]very person employing
10 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
11 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants
12 or establishments at which employees are employed, payroll records showing the hours worked
13 daily by and the wages paid to, and the number of piece-rate units earned by and any applicable
14 piece rate paid to, employees employed at the respective plants or establishments. . . .” At all
15 relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to
16 maintain accurate payroll records for Plaintiff and other non-party Aggrieved Employees showing
17 the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-
18 clock hours that they worked.

19 116. Because Defendants’ violations of 226(a) and 1174(d) were committed against
20 Plaintiff and other non-party Aggrieved Employees, Plaintiff and other non-party Aggrieved
21 Employees are entitled to recover civil penalties pursuant to Labor Code sections 226.3, 1174.5,
22 and/or 2699(a), (f), and (g).

23 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

24 **VIOLATION OF LABOR CODE SECTION 204**

25 117. At all relevant times herein set forth, California Labor Code section 204 requires
26 that all wages earned by any person in any employment between the 1st and the 15th days,
27 inclusive, of any calendar month, other than those wages due upon termination of an employee,
28 are due and payable between the 16th and the 26th day of the month during which the labor was

1 performed. Labor Code section 204 further provides that all wages earned by any person in any
2 employment between the 16th and the last day, inclusive, of any calendar month, other than those
3 wages due upon termination of an employee, are due and payable between the 1st and the 10th
4 day of the following month.

5 118. At all relevant times herein, California Labor Code section 204 also requires that
6 all wages earned for labor in excess of the normal work period shall be paid no later than the
7 payday for the next regular payroll period. Alternatively, at all relevant times herein, Labor Code
8 section 204 provides that the requirements of this section are deemed satisfied by the payment of
9 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
10 (7) calendar days following the close of the payroll period.

11 119. During the relevant time period, Defendants failed to pay Plaintiff and other non-
12 party Aggrieved Employees all wages due to them, including, but not limited to, overtime wages,
13 minimum wages, meal and rest period premiums, and/or reporting time pay, within any time
14 period specified by California Labor Code section 204.

15 120. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
16 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

17 **FAILURE TO PAY WAGES UPON TERMINATION**

18 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

19 121. At all times relevant herein set forth, Labor Code sections 201, 202, and 203
20 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
21 discharge are due and payable immediately, and that if an employee voluntarily leaves his or her
22 employment, his or her wages shall become due and payable not later than seventy-two (72) hours
23 thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her
24 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

25 122. On information and belief, Defendants have a company-wide practice or policy of
26 paying departing employees their final wages on the next regular pay cycle, instead of adhering
27 to the time requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff
28 was terminated on or about May 14, 2020. However, Defendants did not provide her with her

1 final paycheck by mail until more than a week later, on or about May 23, 2020. Thus, Defendants
2 failed to pay Plaintiff her final wages immediately, in violation of Labor Code section 201.

3 123. Additionally, Defendants willfully failed to pay Plaintiff and other non-party
4 Aggrieved Employees who are no longer employed by Defendants all their earned wages,
5 including, but not limited to, overtime wages, minimum wages, meal and rest period premiums,
6 and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of
7 their leaving Defendants' employ in violation of California Labor Code sections 201, 202, and
8 203.

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

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

17 125. California's Healthy Workplaces, Healthy Families Act of 2014 was enacted to
18 provide employees who have worked in California for 30 or more days from the commencement
19 of employment with paid sick days, to be accrued at least one hour for every 30 hours worked.
20 Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 24
21 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year
22 of the employee's employment. Codified at California Labor Code sections 245.5, 246, 246.5,
23 247, 247.5, 248.5, and 249, section 246(i) provides that an employer must provide an employee
24 with written notice that sets forth the amount of paid sick leave available, or paid time off that an
25 employer provides in lieu of sick leave, for use on either the employee's itemized wage statement
26 or in a separate written statement provided on the designated pay date with the employee's wages.
27 The penalties described in this article for a violation of this subdivision shall be in lieu of the
28 penalties for a violation of Section 226.

126. During the relevant time period, Plaintiff and other non-party Aggrieved Employees worked in excess of 30 days for Defendants in California and were therefore eligible to receive paid sick leave. During the relevant time period, Defendants systematically failed to provide Plaintiff and other non-party Aggrieved Employees paid sick leave of no less than 24 hours or three (3) days because Defendants failed to record and include all hours worked by Plaintiff and other non-party Aggrieved Employees for purposes of calculating the accrual of sick leave benefits. As a result, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with the correct amount of paid sick leave benefits, in violation of section 246(b)(1)-(4).

127. Additionally, on information and belief, Defendants failed, on a company-wide basis, to provide other non-party Aggrieved Employees written notice on wage statements and/or other separate written statements that listed the requisite information set forth in Labor Code section 246(i). Defendants' ongoing and systematic failure to provide written notice of sick leave benefits to other non-party Aggrieved Employees violates California Labor Code section 246(i).

128. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

COMPELLING PATRONIZATION

VIOLATION OF LABOR CODE SECTION 450

129. California Labor Code section 450 provides that an employer may not "compel or coerce any employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of anything of value." An employer violates section 450 by forcing an employee to patronize the employer's business in the purchase of a company-provided good.

130. During the relevant time period, Defendants had a company-wide policy of requiring all employees to purchase uniform items directly from the company. On information and belief, Plaintiff and other non-party Aggrieved Employees were required to pay for certain uniform items, including long-sleeved shirts, sweaters, and/or jackets, bearing the "Jack-in-the-Box" logo, the registered name Defendants operate under. For example, while working, Plaintiff and other non-party Aggrieved Employees were required to wear only Jack-in-the-Box branded

1 apparel, as part of their uniform, but were not provided a company-branded long-sleeved shirt,
2 sweater, and/or jacket. Due to the nature of the fast-food restaurant setting, Plaintiff and other
3 non-party Aggrieved Employees would have to wear long-sleeved shirts, sweaters, and/or jackets
4 in order to work in the refrigerated areas of the restaurant. However, Plaintiff and other non-party
5 Aggrieved Employees were forced to pay out-of-pocket for some of these uniform components
6 because they were required to spend approximately two (2) hours a day, twice a week, in the
7 refrigeration and freezer areas of the kitchen to unload products, and were only allowed to wear
8 long-sleeved shirts, sweaters, and/or jackets bearing the Jack-in-the-Box logo (with the exception
9 of an unbranded black long-sleeved shirt to be worn underneath their uniform shirt). Plaintiff was
10 ultimately required to purchase six (6) sweaters from Defendants. Furthermore, Defendants’
11 drive-thru window remains open for the majority of the day, even during the colder months of the
12 year, to process customer transactions and provide customers their food orders, but Plaintiff and
13 other non-party Aggrieved Employees were not provided protective wear and were forced to
14 purchase Jack-in-the-Box branded long-sleeved shirts, sweaters, and/or jackets from Defendants.

15 131. Defendants’ conduct of compelling and/or coercing Plaintiff and other non-party
16 Aggrieved Employees to purchase goods from them is in violation of California Labor Code
17 section 450. Plaintiff and other non-party Aggrieved Employees are entitled to recover civil
18 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

19 **FAILURE TO PAY REPORTING TIME PAY**

20 **VIOLATION OF LABOR CODE SECTION 1198**

21 132. California Labor Code section 1198 makes it illegal to employ an employee under
22 conditions of labor that are prohibited by the applicable wage order. California Labor Code
23 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be
24 the . . . standard conditions of labor for employees. The employment of any employee . . . under
25 conditions of labor prohibited by the order is unlawful.”

26 133. California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach
27 workday an employee is required to report for work and does report, but is not put to work or is
28 furnished less than half said employee’s usual or scheduled day’s work, the employee shall be

1 paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor
2 more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the
3 minimum wage." The "primary purpose of the reporting time regulation" is "to guarantee at least
4 partial compensation for employees who report to work expecting to work a specified number of
5 hours, and who are deprived of that amount because of inadequate scheduling or lack of proper
6 notice by the employer." *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

7 134. Defendants violated California Labor Code section 1198 and California Code of
8 Regulations, Title 8, section 11050(5), because Defendants failed to pay Plaintiff and other non-
9 party Aggrieved Employees reporting time pay when they reported to work for their scheduled
10 shift but were put to work for less than half of the regular schedule.

11 135. During the relevant period, Defendants had a company-wide practice of sending
12 Plaintiff and other non-party Aggrieved Employees home early from their shifts, including before
13 they had worked at least half of their regular shift, but would not pay Plaintiff and other non-party
14 Aggrieved Employees for half of their scheduled shift. Although Plaintiff and other non-party
15 Aggrieved Employees would report to work based on the schedule that Defendants provided to
16 them, Defendants would send them home before they had worked at least half of their scheduled
17 shifts without giving them reporting time pay. For example, on at least four (4) occasions,
18 Plaintiff was sent home approximately two (2) hours into her shift because business was slow.
19 Defendants did not pay Plaintiff for at least half of her 8-hour scheduled shift when this occurred.
20 Accordingly, Plaintiff and other non-party Aggrieved Employees were not properly compensated
21 with reporting time pay in violation of California Labor Code section 1198.

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

24 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

25 **VIOLATION OF LABOR CODE SECTION 2802**

26 137. At all times herein set forth, California Labor Code section 2802 provides that an
27 employer must reimburse employees for all necessary expenditures and losses incurred by the
28 employee in the performance of his or her job. The purpose of Labor Code section 2802 is to

1 prevent employers from passing off their cost of doing business and operating expenses on to their
2 employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The
3 applicable wage order, IWC Wage Order 5-2001, provides that: “[w]hen tools or equipment are
4 required by the employer or are necessary to the performance of a job, such tools and equipment
5 shall be provided and maintained by the employer, except that an employee whose wages are at
6 least two (2) times the minimum wage may provide and maintain hand tools and equipment
7 customarily required by the particular trade or craft.”

8 138. First, during the relevant time period, Defendants, on a company-wide basis,
9 required that Plaintiff and other non-party Aggrieved Employees use their own personal cellular
10 phones and/or cellular data to carry out their job duties, but failed to reimburse them for the costs
11 of their work-related cellular phone expenses. Plaintiff and other non-party Aggrieved Employees
12 were required to use their personal cellular phones to complete their work-related tasks, such as
13 discussing matters with supervisors or contacting Defendants’ other locations to borrow
14 equipment or obtain restaurant supplies and ingredients. Plaintiff would spend approximately one
15 (1) hour per week texting or speaking with her supervisors and personnel at other restaurant
16 locations. Although Defendants required Plaintiff and other non-party Aggrieved Employees to
17 utilize their personal cellular phones to carry out their work-related responsibilities, Defendants
18 failed to fully reimburse them for this cost.

19 139. Second, Defendants, on a company-wide basis, expected Plaintiff and other non-
20 party Aggrieved Employees to report to work in clean and presentable uniforms, including
21 uniform shirts and/or jackets, on a daily basis, but only provided their employees with two shirts
22 as part of their uniform. Thus, Defendants failed to provide other non-party Aggrieved Employees
23 with an adequate number of uniform shirts in relation to their scheduled shifts and for the tasks
24 they were required to perform, forcing other non-party Aggrieved Employees to pay out-of-pocket
25 for their uniforms. Moreover, as stated, Plaintiff and other non-party Aggrieved Employees were
26 required to spend time in the refrigeration and freezer areas of the kitchen to unload products, but
27 were not allowed to wear their own long-sleeved shirts, sweaters, or jackets (with the exception
28 of an unbranded black long-sleeved shirt to be worn underneath their uniform shirt). For example,

1 Plaintiff was ultimately required to purchase six (6) sweaters from Defendants. Furthermore,
2 Defendants' drive-thru window remains open for the majority of the day, even during the colder
3 months of the year, to process customer transactions and provide customers their food orders, but
4 employees were not provided long-sleeved shirts, sweaters, and/or jackets. Since Defendants did
5 not provide an adequate number of uniform components to employees, Plaintiff and other non-
6 party Aggrieved Employees were required to purchase additional uniform items, including shirts,
7 sweaters, and/or jackets, directly from Defendants and were not reimbursed for this cost.

8 140. Furthermore, on a company-wide basis, Defendants failed to provide Plaintiff and
9 other non-party Aggrieved Employees with uniform cleaning services or reimburse them for
10 cleaning expenses incurred. For example, due to the nature of restaurant work, Plaintiff's and
11 other non-party Aggrieved Employees' uniforms would become stained and/or acquire an
12 unpleasant odor such that they were unable to mix these clothes in with other laundry. As a result,
13 they had to wash their uniform items separately from their other clothing, or more frequently than
14 other items, thus incurring additional laundry expenses for the upkeep of their uniforms.

15 141. Third, Defendants had a company-wide policy of requiring other non-party
16 Aggrieved Employees to utilize their own personal vehicles for work purposes, such as obtaining
17 additional ingredients and inventory from one of Defendants' other restaurant locations, but failed
18 to reimburse them for all costs of travel, including mileage. For example, other non-party
19 Aggrieved Employees periodically drove to Defendants' other Jack-in-the Box restaurant
20 locations to obtain additional products, such as bread, orange juice, or hamburger patties.
21 Although Defendants required other non-party Aggrieved Employees to utilize their own vehicles
22 to travel to and from Defendants' other restaurant locations, Defendants did not reimburse them
23 for all of their travel expenses.

24 142. Fourth, Defendants, on a company-wide basis, has required Plaintiff and other non-
25 party Aggrieved Employees to purchase basic office supplies that were necessary for completion
26 of assigned tasks. For example, Plaintiff was required to buy pens to record and note temperatures
27 in order to maintain machine and kitchen equipment. Defendants failed to provide these basic
28 supplies to Plaintiff and other non-party Aggrieved Employees, forcing them to procure their own,

1 and failed to reimburse Plaintiff and other non-party Aggrieved Employees for the costs of these
2 supplies.

3 143. Defendants could have provided Plaintiff and other non-party Aggrieved
4 Employees with the actual tools required for use on the job, such as company phones, company
5 vehicles, office supplies, and an adequate number of uniforms and/or access to laundering
6 services. Or, Defendants could have reimbursed employees for their cellular phone usage,
7 uniform expenses, laundry, mileage, and basic office supplies. Instead, Defendants passed these
8 operating costs off onto Plaintiff and other non-party Aggrieved Employees. At all relevant times,
9 Plaintiff did not earn at least two (2) times the minimum wage.

10 144. Defendants' company-wide policy and/or practice of not reimbursing employees
11 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-
12 party Aggrieved Employees violates California Labor Code section 2802. Plaintiff and other non-
13 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor
14 Code sections 2699(a), (f), and (g).

15 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
16 **EMPLOYMENT - VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

17 145. California's Wage Theft Prevention Act was enacted to ensure that employers
18 provide employees with basic information material to their employment relationship at the time
19 of hiring, and to ensure that employees are given written and timely notice of any changes to basic
20 information material to their employment. Codified at California Labor Code section 2810.5, the
21 Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written
22 notice to employees containing basic and material payroll information, including, among other
23 things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary,
24 piece, commission, or otherwise, including any rates for overtime, the regular payday designated
25 by the employer, and any allowances claims as part of the minimum wage, including meal or
26 lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section
27 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right
28 to request and use accrued paid sick leave; may not be terminated or retaliated against for using

1 or requesting the use of accrued paid sick leave; and has the right to file a complaint against an
2 employer who retaliates.

3 During the relevant time period, Defendants failed to provide Plaintiff and other non-
4 party Aggrieved Employees with written notice that lists all the requisite information set forth in
5 Labor Code section 2810.5(a)(1)(A)-(C).

6 146. Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees
7 with written notice of basic information regarding their employment with Defendants is in
8 violation of Labor Code section 2810.5. Plaintiff and other non-party Aggrieved Employees are
9 therefore entitled to recover civil penalties pursuant to Labor Code section 2699(a), (f), and (g)

10 **FAILURE TO PROVIDE SAFETY DEVICES AND SAFEGUARDS**

11 **VIOLATION OF LABOR CODE SECTIONS 6401 AND 6403**

12 147. At all times herein set forth, California Labor Code section 6401 provides that
13 employers must furnish and use safety devices and safeguards, and adopt and use practices,
14 means, methods, operations, and processes which are reasonably adequate to render the
15 employment and place of employment safe and healthy. California Labor Code Section 6401
16 further provides that an employer must to everything reasonably necessary to protect the life,
17 safety and health of its employees. California Labor Code section 6403(a) requires that employers
18 provide and use safety devices and safeguards reasonably adequate to render the employment and
19 place of employment safe.

20 148. Defendants, on a company-wide basis, failed to provide Plaintiff and other non-
21 party Aggrieved Employees with personal protective equipment, such as long-sleeved shirts,
22 sweaters, and/or jackets to keep them safe in the workplace, including the refrigerator and freezer
23 areas of the kitchen. For example, Plaintiff and other non-party Aggrieved Employees were
24 required to spend approximately two (2) hours a day, twice a week, in the refrigeration and freezer
25 areas of the kitchen to unload products, but were not provided protective wear and were forced to
26 purchase long-sleeved shirts, sweaters, and/or jackets. Furthermore, Defendants' drive-thru
27 window remains open for the majority of the day, even during the colder months of the year, to
28 process customer transactions and provide customers their food orders, but Plaintiff and other

1 non-party Aggrieved Employees were not provided protective wear and were forced to purchase
2 long-sleeved shirts, sweaters, and/or jackets. Despite the fact that Defendants required employees
3 to wear certain personal protective equipment, including long-sleeved shirts, sweaters, and/or
4 jackets, Defendants failed to provide such reasonably necessary equipment to Plaintiff and other
5 non-party Aggrieved Employees to keep them safe.

6 149. Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees
7 with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403.
8 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties
9 pursuant to Labor Code sections 2699(a), (f), and (g).

10 **REQUEST FOR JURY TRIAL**

11 Plaintiff requests a trial by jury.

12 **PRAYER FOR RELIEF**

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

15 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
16 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

17 **As to the First Cause of Action**

18 2. That the Court declare, adjudge and decree that Defendants violated the following
19 California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved Employees:
20 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, and 1198 (by
21 failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by
22 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all
23 rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and
24 maintain accurate payroll records); 204 (by failing timely to pay all earned wages during
25 employment); 201, 202, and 203 (by failing timely to pay all earned wages upon termination);
26 246 (by failing to provide sick leave benefits and written notice of paid sick leave available); 450
27 (by compelling and/or coercing employees to patronize employer's business); 1198 (by failing to
28 provide reporting time pay); 2802 (by failing to reimburse business expenses); 2810.5 (by failing

1 to provide written notice of information material to employment); and 6401 and 6403 (by failing
2 to provide safety devices and safeguards);

3 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 248.5,
4 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,
5 203, 204, 226(a), 226.7, 246, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802,
6 2810.5, 6401, and 6403;

7 4. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1),
8 and any and all other relevant statutes, for Defendants' violations of California Labor Code
9 sections 201, 202, 203, 204, 226(a), 226.7, 246, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194,
10 1197, 1198, 2802, 2810.5, 6401, and 6403;

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

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

13
14 Dated: December 29, 2020

Respectfully submitted,

15 Capstone Law APC

16
17 By: 

18 Bevin Allen Pike
19 Orlando Villalba
Daniel Jonathan
Trisha K. Monesi

20 Attorneys for Plaintiff Yesica Cardenas
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27
28

EXHIBIT “1”

ALEXANDER LIMA
310.712.8142 Direct
Alexander.Lima@capstonelawyers.com

October 21, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/295>)

Subject: *Yesica Cardenas v. Nor-Cal Venture Group, Inc., et al.*

Dear PAGA Administrator:

This office represents Yesica Cardenas in connection with her claims under the California Labor Code. Ms. Cardenas was an employee of NOR-CAL VENTURE GROUP, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; CENTRAL COAST RESTAURANTS, INC.; GOLDEN STATE CAFE, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV, INC.; and/or YADAV ENTERPRISES, INC. For the purpose of this letter, Ms. Cardenas collectively refers to these entities as “NOR-CAL.”

The employers may be contacted directly at the addresses below:

NOR-CAL VENTURE GROUP, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

AKKAM, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

AMANAT, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

ANAND, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

AV INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

CENTRAL COAST RESTAURANTS, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

GOLDEN STATE CAFE, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

PARIVAR, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

RESHAM, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

RESHIV, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

VANIL, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

VANMEL, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

VANSH, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

VARRIS MANAGEMENT, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

YADAV, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

YADAV ENTERPRISES, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

Ms. Cardenas intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Cardenas seeks relief on behalf of herself, the State of California, and other persons who are or were employed by NOR-CAL in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

NOR-CAL employed Ms. Cardenas as a non-exempt, hourly paid Team Leader from approximately 2004 to May 14, 2020. Ms. Cardenas worked for NOR-CAL at its Jack-in the-Box restaurants located in Galt, California and Elk Grove, California. She typically worked eight (8) hours per day, five (5) days per week, and approximately 40 hours per week. At the time her employment ended, Ms. Cardenas was compensated approximately \$14.25 per hour. Her job duties included operating the cash register, taking customer orders, cooking and preparing food, processing payments, maintaining dining and kitchen areas cleanliness, and ensuring restaurant crew members completed their daily tasks.

NOR-CAL has committed one or more of the following Labor Code violations against Ms. Cardenas, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

NOR-CAL's Company-Wide and Uniform Payroll and HR Practices

NOR-CAL VENTURE GROUP, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; CENTRAL COAST RESTAURANTS, INC.; GOLDEN STATE CAFE, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV, INC.; and/or YADAV ENTERPRISES, INC. are California corporations. Upon information and belief, all of the aforementioned companies are headquartered at 3550 Mowry Ave., Suite 301, Fremont, California 94538. NOR-CAL owns and operates approximately 25 Jack-in-the-Box restaurant locations in California. Upon information and belief, NOR-CAL maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Fremont, California, for all non-exempt, hourly paid employees working for NOR-CAL in California, including Ms. Cardenas and other aggrieved employees. At all relevant times, NOR-CAL issued and maintained

¹ These facts, theories, and claims are based on Ms. Cardenas's experience and counsel's review of those records currently available relating to Ms. Cardenas's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Cardenas reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Cardenas and other aggrieved employees, regardless of their location or position.

Upon information and belief, NOR-CAL maintains a centralized Payroll department at its corporate headquarters in Fremont, California, which processes payroll for all non-exempt, hourly paid employees working for NOR-CAL in California, including Ms. Cardenas and other aggrieved employees. Further, NOR-CAL issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Cardenas and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, NOR-CAL utilized the same methods and formulas when calculating wages due to Ms. Cardenas and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

NOR-CAL willfully failed to pay all overtime wages owed to Ms. Cardenas and other aggrieved employees. During the relevant time period, Ms. Cardenas and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, NOR-CAL had a company-wide policy and/or practice of strictly limiting the amount of overtime employees could accrue. On information and belief, this limitation on overtime accrual was based on a company-wide policy of staffing restaurant locations strictly based on the labor hours or labor budget set by corporate. This policy of limiting overtime, coupled with NOR-CAL's understaffing policy, as well as the assignment of heavy workloads and strict targets/goals (see *infra*), led Ms. Cardenas and other aggrieved employees to work off-the-clock before and after their scheduled shift times in order to complete their assigned tasks. As a result, NOR-CAL forced Ms. Cardenas and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts, such as performing opening shift duties before clocking in (re-stocking kitchen inventory and ensuring kitchen machinery was on proper temperature setting); taking drive-thru orders; performing register cash counts; responding to phone calls and text messages from management on their personal cellular phones; and performing closing shift duties (resetting the dining area and restocking the kitchen). NOR-CAL discouraged and impeded Ms. Cardenas and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, upon threat of discipline for incurring unapproved overtime hours.

Thus, Ms. Cardenas and other aggrieved employees were required to work off-the-clock performing tasks before and after their scheduled shifts, but were prevented from accounting for and recording this time in the timekeeping system. For example, Ms. Cardenas would frequently arrive 30 minutes early to perform duties left over from the previous evening, such as dumping dining-area trash bins, but she was not permitted to clock in before her scheduled shift start-time. She was also required to clock out at her designated shift end-time, upon threat of reprimand or discipline, even when she had additional

assignments to complete for the day, and regularly worked 15-20 minutes after she had clocked out, performing register cash counts, taking orders, and responding to her supervisors' calls or text messages regarding work operations and tasks. Alternatively, when Ms. Cardenas and other aggrieved employees failed to clock out at their designated shift end-times, on information and belief, Ms. Cardenas and other aggrieved employees were subject to NOR-CAL's supervisors falsifying their time records in order to prevent employees from accruing overtime.

Second, NOR-CAL required Ms. Cardenas and other aggrieved employees to complete online training modules from home, on their off-days, or during their unpaid meal periods, but did not compensate them for this time. For example, Ms. Cardenas sometimes spent 30-60 minutes completing NOR-CAL's requisite online training modules, "Computer Based Trainings" ("CBTs"), but was not paid for this time. Ms. Cardenas and other aggrieved employees were told that these CBTs could only be completed on the sole store-owned tablet, which could be taken home or completed at the store, but not while clocked in. Furthermore, NOR-CAL required Ms. Cardenas and other aggrieved employees to attend mandatory off-site training, held at other NOR-CAL restaurant locations, but did not compensate them for their time spent traveling to and from these training sessions. Thus, NOR-CAL failed to track all of this time spent working before clocking in or after clocking out, and Ms. Cardenas and other aggrieved employees received no compensation for this time. Moreover, on information and belief, NOR-CAL did not provide other aggrieved employees with their own employee IDs, preventing them from clocking themselves in and out of NOR-CAL's timekeeping system and thus requiring NOR-CAL's management to input their hours, resulting in other aggrieved employees working off the clock, because their actual hours worked were not accurately recorded.

Third, NOR-CAL had, and continues to have, a company-wide policy staffing its restaurant locations strictly based on the labor hours or labor budget set by the corporate office. NOR-CAL's use of a labor budget resulted in chronic understaffing, such that there were too few employees on duty to handle the heavy workload, which included meeting a 90-second time target/goal for drive-thru customers and daily tasks to be completed, such as re-stocking all food product in the restaurant's kitchen by the end of each shift. Because NOR-CAL did not employ or staff an adequate number of employees to meet their productivity expectations and failed to provide employees with adequate meal period coverage, Ms. Cardenas and other aggrieved employees were assigned heavy workloads, which NOR-CAL knew or should have known could only be met by working additional hours. In conjunction with NOR-CAL's use of a labor budget and resultant understaffing, NOR-CAL had a requirement that a managerial employee, such as a Team Leader, be present in the store at all times and prohibited managers from leaving the restaurant premises unless another manager was also on duty, resulting in a lack of meal period coverage for managerial employees. NOR-CAL also had a policy and/or practice of requiring that a managerial employee, such as a Team Leader, keep a company-issued drive-thru headset radio on them at all times, unless another manager was also on duty, in order to communicate with coworkers, even during unpaid meal periods. At the same time, the labor budgets NOR-CAL implemented did not always allow for more than one manager to be on the schedule at all times, e.g. during the morning opening shifts. Thus, Ms. Cardenas and other managerial employees missed and/or had meal periods interrupted in order to complete their assigned duties and handle customer demand. NOR-CAL did not pay Ms. Cardenas and other aggrieved employees for the time they continued to perform tasks during meal periods.

Fourth, NOR-CAL has, on a company-wide basis, failed to schedule meal periods. This company-wide practice, coupled with the heavy workload and pressure from NOR-CAL to complete assigned tasks, impeded Ms. Cardenas and other aggrieved employees from taking compliant meal periods. As a result, Ms. Cardenas and other aggrieved employees were not afforded uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. Also, NOR-CAL's company-wide timekeeping system further prevented Ms. Cardenas and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked Ms.

Cardenas and other aggrieved employees out once they clocked out for a meal period and would not permit them to clock back in from a meal before 30 minutes elapsed. Thus, Ms. Cardenas and other aggrieved employees performed work during meal periods for which they were not paid.

NOR-CAL knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Cardenas and other aggrieved employees were performing their assigned duties off-the-clock and during meal periods, and were suffered or permitted to perform work for which they were not paid. NOR-CAL also knew, or should have known, that it did not compensate Ms. Cardenas and other aggrieved employees applicable overtime rates of pay for overtime hours that they worked.

Because Ms. Cardenas and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Cardenas and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked. NOR-CAL's failure to pay Ms. Cardenas and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

Furthermore, NOR-CAL did not pay other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, NOR-CAL paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, NOR-CAL failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, NOR-CAL failed to pay all overtime wages by paying a lower overtime rate than required.

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

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

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

As stated above, due to NOR-CAL's restrictions on overtime accrual, NOR-CAL systematically failed to pay Ms. Cardenas and other aggrieved employees for actual hours worked before and after scheduled shifts, because these hours were not accurately recorded. Also, NOR-CAL required Ms. Cardenas and other aggrieved employees to complete online training modules or CBTs off-the-clock or during their unpaid meal periods or travel to mandatory off-site training, held at other NOR-CAL restaurant locations, but did not compensate them for their time spent completing these modules or traveling to and from these training sessions. Thus, NOR-CAL failed to track all of this time spent working before clocking in or after clocking out, and Ms. Cardenas and other aggrieved employees received no compensation for this time. Moreover, on information and belief, NOR-CAL did not provide other aggrieved employees with their own employee IDs, preventing them from clocking themselves in and out of NOR-CAL's timekeeping system, resulting in other aggrieved employees working off the clock, because their actual hours worked were not accurately recorded.

Additionally, as set forth above, due to NOR-CAL's uniform practices of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to schedule meal periods, subsequent lack of meal period coverage, and policies requiring a managerial employee to remain on premises and connected to a drive-thru headset at all times, Ms. Cardenas and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. And, as described above, NOR-CAL's timekeeping system did not permit Ms. Cardenas and other aggrieved employees to clock back in early when their meal periods were interrupted or cut short. Thus, NOR-CAL systematically failed to pay Ms. Cardenas and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, NOR-CAL did not pay minimum wages for all hours worked by Ms. Cardenas and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, NOR-CAL did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, NOR-CAL regularly failed to pay at least minimum wages to Ms. Cardenas and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Ms. Cardenas and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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

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

As stated, NOR-CAL had, and continues to have, a company-wide policy and/or practice of understaffing pursuant to its labor budget practices, while simultaneously assigning heavy workloads (including meeting a 90-second time target/goal for drive-thru customers and daily tasks to be completed) and discouraging employees from incurring overtime, which resulted in a lack of meal period coverage and prevented Ms. Cardenas and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As stated above, in conjunction with understaffing its restaurant locations, NOR-CAL has a requirement that a managerial employee be present on the restaurant premises and connected to a drive-thru headset radio at all times, but NOR-CAL's labor budgets did not always allow for more than one manager to be on the schedule. As a result, Ms. Cardenas and other managerial employees were sometimes the only managers on duty, and would have their meal periods interrupted or would work through them in order to assist their coworkers and customers.

Further, as stated, NOR-CAL sometimes required Ms. Cardenas and other aggrieved employees to complete online training modules or CBTs during their unpaid meal periods, but did not compensate them for this time. Also, as stated above, NOR-CAL failed to schedule meal periods, resulting in Ms. Cardenas and other aggrieved employees having their meal periods interrupted to return to work or waiting extended periods of time before taking meal periods, due to the workload and pressure to complete assigned tasks without incurring overtime. These policies and practices discouraged and impeded Ms. Cardenas and other aggrieved employees from taking compliant meal periods. Furthermore, as stated, NOR-CAL implemented an electronic timekeeping system that locked Ms. Cardenas and other aggrieved employees out and prevented them from clocking in early before the end of their 30-minute meal period. As a result of NOR-CAL's timekeeping system, Ms. Cardenas and other aggrieved employees were prevented from accurately recording when they had to return early from a meal period so that they could be compensated for that time.

As a result of NOR-CAL's practices and/or policies, Ms. Cardenas and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, approximately once per week, Ms. Cardenas worked in excess of five (5) hours before taking a meal period, if she took one at all, in order to meet the 90-second time target/goal for drive-thru customers. Moreover, Ms. Cardenas's meal periods were frequently interrupted or shortened in order to respond to questions from NOR-CAL's customers, employees, or supervisors.

Moreover, NOR-CAL did not provide Ms. Cardenas and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During her employment, Ms. Cardenas worked shifts in excess of ten (10) hours or more per day, but was not provided a second 30-minute meal period. Ms. Cardenas and other aggrieved employees did not sign valid meal period waivers on all days that they were entitled to meal periods and were not relieved of all duties.

NOR-CAL knew or should have known that as a result of its policies, Ms. Cardenas and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. NOR-CAL further knew or should have known that it did not pay Ms. Cardenas and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted.

NOR-CAL also has engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Cardenas and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that NOR-CAL did pay other aggrieved employees for missed, late, and interrupted meal periods, NOR-CAL did not pay other aggrieved employees at the correct rate of pay for premium wages because NOR-CAL systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, NOR-CAL failed to provide all meal periods in violation of California Labor Code sections 226.7, 512, 516, and 1198. Ms. Cardenas and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, NOR-CAL regularly failed to authorize and permit Ms. Cardenas and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, NOR-CAL’s policies and/or practice of understaffing and assigning heavy workloads prevented Ms. Cardenas and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. NOR-CAL also failed to schedule rest periods, which, coupled with NOR-CAL’s failure to provide adequate rest period coverage, further led to Ms. Cardenas and other aggrieved employees not being authorized and permitted to take rest periods. Ms. Cardenas and other aggrieved employees were also required to keep their drive-thru headset radio on them during their rest periods, in order to respond to coworkers, if they were the only managers on schedule.

Additionally, during the relevant time period, NOR-CAL prohibited Ms. Cardenas and other aggrieved employees from leaving the premises during their rest periods if they were the only managers on schedule. Because Ms. Cardenas and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes. Thus, NOR-CAL effectively maintained control over Ms. Cardenas and other aggrieved employees during rest periods.

As a result of NOR-CAL’s practices and policies, Ms. Cardenas and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. Throughout her employment, Ms. Cardenas missed her rest periods due to understaffing and the heavy workload, including pressure to meet the 90-second time target/goal for drive-thru customers, or would have her rest periods interrupted by NOR-CAL’s supervisors and co-workers asking questions over the drive-thru headset or requesting her assistance with customers.

NOR-CAL also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Cardenas and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that NOR-CAL did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, NOR-CAL did not pay other aggrieved employees at the correct rate of pay for premium wages because NOR-CAL failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, NOR-CAL failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Cardenas and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. NOR-CAL has not provided Ms. Cardenas and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, NOR-CAL has knowingly and intentionally provided Ms. Cardenas and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, NOR-CAL issued uniform wage statements to Ms. Cardenas and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the correct name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, NOR-CAL violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because NOR-CAL did not record the time Ms. Cardenas and other aggrieved employees spent working off-the-clock, NOR-CAL did not list the correct amount of gross wages and net wages earned by Ms. Cardenas and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, NOR-CAL failed to accurately list the total number of the hours worked by Ms. Cardenas and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because NOR-CAL did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, NOR-CAL did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). NOR-CAL also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in violation of section 226(a)(9).

Third, and separate from these violations, NOR-CAL issued uniform wage statements to Ms. Cardenas and other aggrieved employees that failed to correctly list the name of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Ms. Cardenas's and other aggrieved employees' wage statements incorrectly list the employer as "NOR-CAL VENTURE GROUP INC.", but, according to the California Secretary of State's website, there is no

such entity by this name or address. However, a similarly named entity, “NOR-CAL VENTURE GROUP, INC.,” is listed on the California Secretary of State’s website.

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

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), NOR-CAL willfully failed to maintain accurate payroll records for Ms. Cardenas and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. At all relevant times, as stated, NOR-CAL engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Cardenas and other aggrieved employees in violation of section 1198. Furthermore, in light of NOR-CAL’s failure to provide Ms. Cardenas and other aggrieved employees with second 30-minute meal periods to which they were entitled, NOR-CAL kept no records of meal start and end times for second meal periods.

Because NOR-CAL failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Cardenas and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Cardenas and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Cardenas and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during

which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, NOR-CAL failed to pay Ms. Cardenas and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premium wages, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Ms. Cardenas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, NOR-CAL has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Cardenas was terminated on or about May 14, 2020. However, NOR-CAL did not provide her with her final paycheck by mail until more than a week later, on or about May 23, 2020. Thus, NOR-CAL failed to pay Ms. Cardenas her final wages immediately, in violation of Labor Code section 201.

Additionally, NOR-CAL willfully failed to pay Ms. Cardenas and other aggrieved employees who are no longer employed by NOR-CAL all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premium wages, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving NOR-CAL's employ in violation of California Labor Code sections 201, 202, and 203.

Ms. Cardenas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 246 – Failure to Provide Paid Sick Leave Benefits and Written Notice of Paid Sick Leave Benefits

California's Healthy Workplaces, Healthy Families Act of 2014 was enacted to provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the

employee's employment. Codified at California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249, section 246(i) provides that an employer must provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off that an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a separate written statement provided on the designated pay date with the employee's wages. The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226.

Ms. Cardenas and other aggrieved employees worked in excess of 30 days for NOR-CAL in California and were therefore eligible to receive paid sick leave. During the relevant time period, NOR-CAL systematically failed to provide Ms. Cardenas and other aggrieved employees paid sick leave of no less than 24 hours or three (3) days because NOR-CAL failed to record and include all hours worked by Ms. Cardenas and other aggrieved employees for purposes of calculating the accrual of sick leave benefits. As a result, NOR-CAL failed to provide Ms. Cardenas and other aggrieved employees with the correct amount of paid sick leave benefits, in violation of section 246(b)(1)-(4).

Additionally, and incidentally, on information and belief, NOR-CAL failed, on a company-wide basis, to provide other aggrieved employees written notice on wage statements and/or other separate written statements that correctly listed the requisite information set forth in Labor Code section 246(i). NOR-CAL's ongoing and systematic failure to provide accurate written notice of sick leave benefits to other aggrieved employees violates California Labor Code section 246(i).

Ms. Cardenas and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 450 – Compelling Patronization

Labor Code section 450 provides that an employer may not "compel or coerce any employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of anything of value." An employer violates section 450 by forcing an employee to patronize the employer's business in the purchase of a company-provided good.

NOR-CAL had a company-wide policy of requiring employees to purchase uniform items directly from the company. On information and belief, Ms. Cardenas and other aggrieved employees were required to pay for certain uniform items, including long-sleeved shirts, sweaters, and/or jackets, bearing the "Jack-in-the-Box" logo, the registered name NOR-CAL operates under. For example, while working, Ms. Cardenas and other aggrieved employees were required to wear only Jack-in-the-Box branded apparel, as part of their uniform, but were not provided a company-branded long-sleeved shirt, sweater, and/or jacket. Due to the nature of the fast-food restaurant setting, Ms. Cardenas and other aggrieved employees would have to wear long-sleeved shirts, sweaters, and/or jackets in order to work in the refrigerated areas of the restaurant. However, Ms. Cardenas and other aggrieved employees were forced to pay out-of-pocket for some of these uniform components because they were required to spend approximately two hours a day, twice a week, in the refrigeration and freezer areas of the kitchen to unload products, and were only allowed to wear long-sleeved shirts, sweaters, and/or jackets bearing the Jack-in-the-Box logo (with the exception of an unbranded black long-sleeved shirt to be worn underneath their uniform shirt). Ms. Cardenas was ultimately required to purchase six (6) sweaters from NOR-CAL. Furthermore, NOR-CAL's drive-thru window remains open for the majority of the day, even during the colder months of the year, to process customer transactions and provide customers their food orders, but Ms. Cardenas and other aggrieved employees were not provided protective wear and were forced to purchase Jack-in-the-Box branded long-sleeved shirts, sweaters, and/or jackets from NOR-CAL.

NOR-CAL's conduct of compelling and/or coercing Ms. Cardenas and other aggrieved employees to purchase goods from them is in violation of California Labor Code section 450. Ms. Cardenas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach 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.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

NOR-CAL violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5), because NOR-CAL failed to pay Ms. Cardenas and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the regular schedule. NOR-CAL had a company-wide practice of sending Ms. Cardenas and other aggrieved employees home early from their shifts, including before they had worked at least half of their regular shift, but would not pay Ms. Cardenas or other aggrieved employees for half of their scheduled shift. For example, on at least four (4) occasions, Ms. Cardenas was sent home approximately two hours into her shift because business was slow. Although Ms. Cardenas and other aggrieved employees would report to work based on the schedule that NOR-CAL provided to them, NOR-CAL would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay. Accordingly, Ms. Cardenas and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198.

Ms. Cardenas and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 4-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, NOR-CAL, on a company-wide basis, required that Ms. Cardenas and other aggrieved employees use their own personal cellular phones and/or cellular data to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. Ms. Cardenas and other aggrieved employees were required to use their personal cellular phones to complete their work-related tasks, such as discussing matters with supervisors or contacting other NOR-CAL locations to borrow equipment or obtain restaurant supplies and ingredients. Ms. Cardenas would spend approximately one (1) hour per week texting or speaking with her supervisors and personnel at other restaurant locations. Although NOR-CAL required Ms. Cardenas and other aggrieved employees to utilize their personal cellular phones to carry out their work-related responsibilities, NOR-CAL failed to fully reimburse them for this cost.

Second, NOR-CAL, on a company-wide basis, expected Ms. Cardenas and other aggrieved employees to report to work in clean and presentable uniforms, including uniform shirts and/or jackets, on a daily basis, but only provided their employees with two shirts as part of their uniform. Thus, NOR-CAL failed to provide other aggrieved employees with an adequate number of uniform shirts in relation to their scheduled shifts and for the tasks they were required to perform, forcing other aggrieved employees to pay out-of-pocket for their uniforms. Moreover, as stated, Ms. Cardenas and other aggrieved employees were required to spend time in the refrigeration and freezer areas of the kitchen to unload products, but were not allowed to wear their own long-sleeved shirts, sweaters, or jackets (with the exception of an unbranded black long-sleeved shirt to be worn underneath their uniform shirt). For example, Ms. Cardenas was ultimately required to purchase six (6) sweaters from NOR-CAL. Moreover, NOR-CAL's drive-thru window remains open for the majority of the day, even during the colder months of the year, to process customer transactions and provide customers their food orders, but employees were not provided long-sleeved shirts, sweaters, and/or jackets. Since NOR-CAL did not provide an adequate number of uniform components to employees, Ms. Cardenas and other aggrieved employees were required to purchase additional uniform items, including shirts, sweaters, and/or jackets, directly from NOR-CAL and were not reimbursed for this cost.

Furthermore, on a company-wide basis, NOR-CAL failed to provide Ms. Cardenas and other aggrieved employees with uniform cleaning services or reimburse them for cleaning expenses incurred. For example, due to the nature of restaurant work, Ms. Cardenas's and other aggrieved employees' uniforms would become stained and/or acquire an unpleasant odor such that they were unable to mix these clothes in with other laundry. As a result, they had to wash their uniform items separately from their other clothing, or more frequently than other items, thus incurring additional laundry expenses for the upkeep of their uniforms.

Third, NOR-CAL had a company-wide policy of requiring other aggrieved employees to utilize their own personal vehicles for work purposes, such as obtaining additional ingredients and inventory from another NOR-CAL restaurant location, but failed to reimburse them for all costs of travel, including mileage. For example, other aggrieved employees periodically drove to other NOR-CAL Jack-in-the Box restaurant locations to obtain additional products, such as bread, orange juice, or hamburger patties. Although NOR-CAL required other aggrieved employees to utilize their own vehicles to travel to and from other NOR-CAL restaurant locations, NOR-CAL did not reimburse them for all of their travel expenses.

Fourth, NOR-CAL, on a company-wide basis, has required Ms. Cardenas and other aggrieved employees to purchase basic office supplies that were necessary for completion of assigned tasks. For example, Ms. Cardenas was required to buy pens in order record and note temperatures in order to maintain machine and kitchen equipment. NOR-CAL failed to provide these basic supplies to Ms. Cardenas and other aggrieved employees, forcing them to procure their own, and failed to reimburse Ms. Cardenas and other aggrieved employees for the costs of these supplies.

NOR-CAL could have provided Ms. Cardenas and other aggrieved employees with the actual tools for use on the job, such as company phones, company vehicles, office supplies, as well as an adequate number of uniforms or access to laundering services. Or, NOR-CAL could have reimbursed employees for the costs of their cellular phone usage, uniform expenses, mileage, and basic office supplies. Instead, NOR-CAL passed these operating costs off onto Ms. Cardenas and other aggrieved employees. At all relevant times, Ms. Cardenas did not earn at least two (2) times the minimum wage.

Thus, NOR-CAL had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Cardenas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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

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

NOR-CAL failed to provide Ms. Cardenas and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

Ms. Cardenas and other aggrieved employees are therefore entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

NOR-CAL, on a company-wide basis, failed to provide Ms. Cardenas and other aggrieved employees with personal protective equipment, such as long-sleeved shirts, sweaters, and/or jackets to keep them safe in the workplace, including the refrigerator and freezer areas of the kitchen. For example, as stated, Ms. Cardenas and other aggrieved employees were required to spend approximately two hours a day, twice a week, in the refrigeration and freezer areas of the kitchen to unload products, but were not provided protective wear and were forced to purchase long-sleeved shirts, sweaters, and/or jackets.

Furthermore, NOR-CAL's drive-thru window remains open for the majority of the day, even during the colder months of the year, to process customer transactions and provide customers their food orders, but Ms. Cardenas and other aggrieved employees were not provided protective wear and were forced to purchase long-sleeved shirts, sweaters, and/or jackets. Despite the fact that NOR-CAL required employees to wear certain personal protective equipment, including long-sleeved shirts, sweaters, and/or jackets, NOR-CAL failed to provide such reasonably necessary equipment to Ms. Cardenas and other aggrieved employees to keep them safe.

NOR-CAL's failure to provide other aggrieved employees with safety devices and safeguards, including personal protective equipment, for the workplace violates Labor Code sections 6401 and 6403. Ms. Cardenas and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." NOR-CAL, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Cardenas's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Cardenas seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Cardenas, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against NOR-CAL for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 450, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403.

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

Pre-Litigation Demand

This notice shall further serve as Ms. Cardenas's reasonable attempt to settle her dispute with NOR-CAL prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform NOR-CAL of Ms. Cardenas's aforementioned grievances and the proposed remedies as detailed below, while affording NOR-CAL a reasonable opportunity to satisfy Ms. Cardenas's demands.

Demand is hereby made that NOR-CAL shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. NOR-CAL shall pay Ms. Cardenas and all other aggrieved employees employed by NOR-CAL at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. NOR-CAL shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, provided lawful meal and rest periods, and paid reporting time pay.
3. NOR-CAL shall conduct a survey or interview all current and former aggrieved employees in California who worked for NOR-CAL in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for travel, cellular phone, office supply, and uniform expenses, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. NOR-CAL shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512, 516, and 1198. NOR-CAL also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. NOR-CAL shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for NOR-CAL's benefit, including, but not limited to, costs of travel, cellular phone expenses, uniform expenses, and office supply expenses, as required by Labor Code section 2802.
6. NOR-CAL shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. NOR-CAL shall provide Ms. Cardenas and all aggrieved employees employed by NOR-CAL at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. NOR-CAL shall provide all aggrieved employees with the correct amount of paid sick leave benefits, pursuant to Labor Code section 246(b)(1)-(4), and written notice of paid sick leave benefits, as set forth in Labor Code section 246(i).
9. NOR-CAL shall cease the practice of forcing aggrieved employees to patronize NOR-CAL's business in the purchase of company-provided goods (Labor Code section 450).
10. NOR-CAL shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
11. NOR-CAL shall provide all aggrieved employees with safety devices and safeguards reasonably adequate to render the employment and place of employment safe, pursuant to Labor Code sections 6401 and 6403.
12. NOR-CAL shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

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

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: NOR-CAL VENTURE GROUP, INC. (via U.S. Certified Mail); AKKAM, INC. (via U.S. Certified Mail); AMANAT, INC. (via U.S. Certified Mail); ANAND, INC. (via U.S. Certified Mail); AV INC. (via U.S. Certified Mail); CENTRAL COAST RESTAURANTS, INC. (via U.S. Certified Mail); GOLDEN STATE CAFE, INC. (via U.S. Certified Mail); PARIVAR, INC. (via U.S. Certified Mail); RESHAM, INC. (via U.S. Certified Mail); RESHIV, INC. (via U.S. Certified Mail); VANIL, INC. (via U.S. Certified Mail); VANMEL, INC. (via U.S. Certified Mail); VANSI, INC. (via U.S. Certified Mail); VARRIS MANAGEMENT, INC. (via U.S. Certified Mail); YADAV, INC. (via U.S. Certified Mail); YADAV ENTERPRISES, INC (via U.S. Certified Mail)

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NOR-CAL VENTURE GROUP, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 5816 0034 8473 32

2. Article Number (Transfer from service label)

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PS Form 3811, July 2015 PSN 7530-02-000-9053

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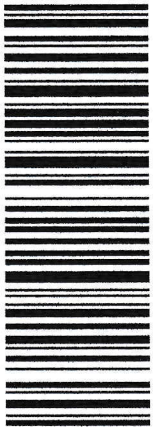
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City, State, ZIP+4® FREMONT, CA 94538

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

See Reverse for Instructions

one
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3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 5816 0034 8473 25

2. Article Number (Transfer from service label)

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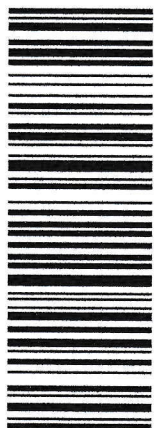
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Postage

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Total Postage and Fees

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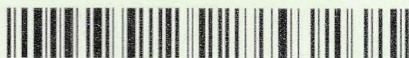


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FREMONT, CA 94538



9590 9402 5816 0034 8473 18

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CERTIFIED MAIL® RECEIPT

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

AMANAT, INC.

Street and Apt. No., or PO Box No.

3550 MOWRY AVE, SUITE 301

City, State, ZIP+4®

FREMONT, CA 94538

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

See Reverse for Instructions

Postmark
HereCardenas v. Amanat
Inc.

7019 2280 0000 7398 5827

tone

LAW APC

Mary Park East, Ste 1000
s, CA 90067

Stone
LAW APC
1000
Park East, Ste 1000
S, CA 90067



7019 2280 0000 7398 5834

ANAND, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ANAND, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 5816 0034 8473 01

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5834

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

ANAND, INC.
Street and Apt. No., or PO Box No.
3550 MOWRY AVE., SUITE 301
City, State, ZIP+4®
FREMONT, CA 94538

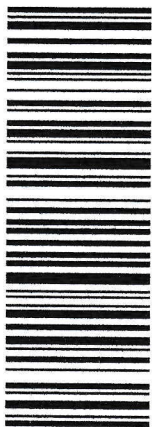
Postmark
Here

Cardenas V. Anand,
Inc.

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

See Reverse for Instructions

CERTIFIED MAIL®



7019 2280 0000 7398 5841

tone
LAW APC
ury Park East, Ste 1000
s, CA 90067

AV INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AV INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 5816 0034 8472 95

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5841

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

AV INC.

Street and Apt. No., or PO Box No.

3550 MOWRY AVE, SUITE 301

City, State, ZIP+4®

FREMONT, CA 94538

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

See Reverse for Instructions

Postmark
Here

Cardenas v. AV,
Inc.

7019 2280 0000 7398 5841

one
LAW APC
1000
Park East, Ste 1000
CA 90067



7019 2280 0000 7398 5858

CENTRAL COAST RESTAURANTS, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CENTRAL COAST RESTAURANTS, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 5816 0034 8472 88

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5858

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

CENTRAL COAST RESTAURANTS, INC.

Street and Apt. No., or PO Box No.

3550 MOWRY AVE., SUITE 301

City, State, ZIP+4®

FREMONT, CA 94538

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

See Reverse for Instructions

Postmark

Here

Cardenas v. Central
Coast Restaurants
Inc.

tone
LAW APC
ury Park East, Ste 1000
s, CA 90067



7019 2280 0000 7398 5865

GOLDEN STATE CAFE, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GOLDEN STATE CAFE, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5865

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

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

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

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Return Receipt for Merchandise
☐ Collect on Delivery	☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Insured Mail	
☐ Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt

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

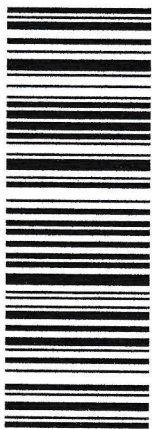
For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ 3.50	Postmark Here <i>Cardenas v. Golden State Cafe, Inc.</i>
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ 1.80	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$ 1.63	
Total Postage and Fees \$ 7.93	
Sent To GOLDEN STATE CAFE, INC.	
Street and Apt. No., or PO Box No. 3550 MOWRY AVE, SUITE 301	
City, State, ZIP+4® FREMONT, CA 94538	

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

CERTIFIED MAIL



7019 2280 0000 7398 5339

tone

LAW APC

ury Park East, Ste 1000
s, CA 90067

PARIVAR, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

PARIVAR, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 5816 0034 8472 64

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5339

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee
\$ 3.50
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 2.50
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$ 1.63
Total Postage and Fees
\$ 7.93

Sent To

PARIVAR, INC.

Street and Apt. No. or PO Box No.

3550 MOWRY AVE., SUITE 301

City, State, ZIP+4®

FREMONT, CA 94538

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

See Reverse for Instructions

Postmark
Here

Cardenas v. Parivar
Inc.

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RESHAM, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 5816 0034 8472 57

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5346

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

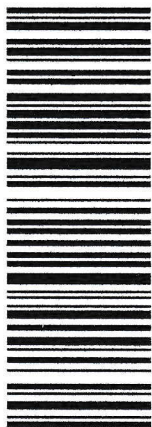
☐ Adult Signature
☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7019 2280 0000 7398 5346

RESHAM, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.**OFFICIAL USE**

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.80☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

RESHAM, INC.

Street and Apt. No., or PO Box No.

3550 MOWRY AVE, SUITE 301

City, State, ZIP+4®

FREMONT, CA 94538

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

See Reverse for Instructions

Postmark
HereCardenas v. Resham
Inc.

one
LAW APC
1000
Park East, Site 1000
FREMONT, CA 90067



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RESHIV, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 5816 0034 8472 40

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5353

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

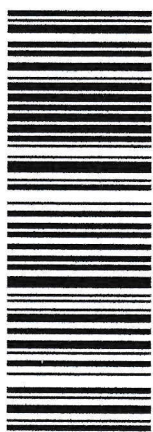
3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7019 2280 0000 7398 5353

RESHIV, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail OnlyFor delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

RESHIV, INC.

Street and Apt. No., or PO Box No.

3550 MOWRY AVE., SUITE 301

City, State, ZIP+4®

FREMONT, CA 94538

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

See Reverse for Instructions

Postmark
HereCardenas v. Reshiv,
Inc.

7019 2280 0000 7398 5353

tone

LAW APC

3550 Mowry Park East, Ste 1000
Fremont, CA 94538



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VANIL, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 5816 0034 8472 26

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5360

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7019 2280 0000 7398 5360

VANIL, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

VANIL, INC.
Street and Apt. No., or PO Box No.

3550 MOWRY AVE, SUITE 301

City, State, ZIP+4®
FREMONT, CA 94538

PS Form 3800, April 2015 PSN 7530-02-000-8047

See Reverse for Instructions

Postmark
HereCardenas v. Vanil,
Inc.

Stone

LAW APC

1000
Park East, Ste 1000
Fremont, CA 94538



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse, so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VANMEL, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 5816 0034 8472 33

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5377

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7019 2280 0000 7398 5377

VANMEL, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

VANMEL, INC.

Street and Apt. No., or PO Box No.

3550 MOWRY AVE., SUITE 301

City, State, ZIP+4®

FREMONT, CA 94538

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

See Reverse for Instructions

Postmark

Here

Cardenas v. Vanm
Inc.

Stone

LAW APC

1000
Park East, Ste 1000
Fremont, CA 94538

CERTIFIED MAIL



7019 2280 0000 7398 5773

tone
LAW APC
ury Park East, Ste 1000
s, CA 90067

VANSH, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VANSH, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 5816 0034 8471 89

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5773

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

- ☐ Yes
- ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

VANSH, INC.

Street and Apt. No., or PO Box No.

3550 MOWRY AVE, SUITE 301

City, State, ZIP+4®

FREMONT, CA 94538

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

See Reverse for Instructions

Postmark
Here

Cardenas v. Vansh
Inc.

7019 2280 0000 7398 5773



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VARRIS MANAGEMENT, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

9590 9402 5816 0034 8472 02

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5780

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Return Receipt for Merchandise
☐ Collect on Delivery	☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Insured Mail	
☐ Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt



7019 2280 0000 7398 5780

VARRIS MANAGEMENT, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

tone
LAW APC
ury Park East, Ste 1000
s, CA 90067

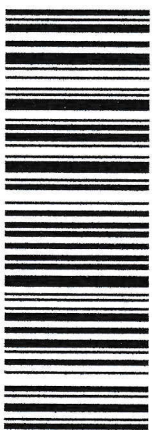
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee \$ 3.50	Postmark Here <i>Cardenas v. Varris Management, Inc.</i>
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ 2.80	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$ 7.63	
Total Postage and Fees \$ 7.93	
Sent To VARRIS MANAGEMENT, INC. Street and Apt. No., or PO Box No. 3550 MOWRY AVE., SUITE 301 City, State, ZIP+4® FREMONT, CA 94538	

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



7019 2280 0000 7398 5797

stone
LAW APC
tury Park East, Ste 1000
les, CA 90067

YADAV, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse, so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

YADAV, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 5816 0034 8471 96

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5797

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

YADAV, INC.

Street and Apt. No., or PO Box No.

3550 MOWRY AVE, SUITE 301

City, State, ZIP+4®

FREMONT, CA 94538

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

See Reverse for Instructions

Postmark
Here

Cardenas v. Yadav,
Inc.

CERTIFIED MAIL®



7019 2280 0000 7398 5803

tone
LAW APC
ury Park East, Ste 1000
s, CA 90067

YADAV ENTERPRISES, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

YADAV ENTERPRISES, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 5816 0034 8472 19

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5803

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

- ☐ Yes
- ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express™
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

YADAV ENTERPRISES, INC.

Street and Apt. No., or PO Box No.

3550 MOWRY AVE., SUITE 301

City, State, ZIP+4®

FREMONT, CA 94538

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

See Reverse for Instructions

Postmark
Here

Cardenas v. Yadav
Enterprises, Inc.

7019 2280 0000 7398 5803

SENDER: COMPLETE THIS SECTION

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**YADAV ENTERPRISES, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538**



9590 9402 5816 0034 8472 19

2. Article Number (Transfer from service label)

7019 2280 0000 7398 5803

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☐ Addressee

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

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

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery (over \$500)
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt