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

ANGELICA DAVIS, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the
State of California and other aggrieved
employees,

Plaintiff,

vs.

ASHRIA, LLC, a California limited
liability company; ASHRIA HOLDINGS,
LLC, a California limited liability
company; ASHRIA COLLEGE SQUARE,
LLC, a California limited liability
company; ASHRIA ELK PARK, LLC, a
California limited liability company;
ZMAN, LLC, a California limited liability
company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.:

**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 Angelica Davis, 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
5 Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as non-exempt, hourly paid
8 employees and against whom one or more violations of any provision in Division 2 Part 2
9 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the
10 applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set forth
11 in this complaint, at any time between one year prior to the filing of the pre-filing written notice
12 to the Labor and Workforce Development Agency (“LWDA”) in this case on February 8, 2021,
13 until judgment (“non-party Aggrieved Employees”). Plaintiff’s share of civil penalties sought
14 in this action does not exceed \$75,000.

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

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

4. Venue is proper in this Court because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions, occurrences, and/or violations 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 Angelica Davis is a resident of Sacramento, in Sacramento County, California. Defendants employed Plaintiff as an hourly paid, non-exempt Prep Employee/Dishwasher from approximately February 2018 to May 2019; as an Assistant General Manager from approximately June 2019 to October 2019; and as a General Manager until April 17, 2020. Plaintiff worked for Defendants at their Popeyes restaurants located at 1100 Douglas Blvd., in Roseville, California, from approximately February 2018 to October 2018, and at 3501 El Camino Ave., in Sacramento, California, from approximately October 2018 to the end of her employment. During her employment, Plaintiff typically worked eight (8) or more hours per day and five (5) or more days per week. Plaintiff's primary job duties included, without limitation, preparing food, operating the cash register, taking customer orders, and maintaining the restaurant premises.

7. On information and belief, Defendants required some employees, including Plaintiff, to execute a dispute resolution policy and/or arbitration agreement at the time of their hire or during their employment. On further information and belief, Defendants' dispute resolution policy and/or arbitration agreement was and is both procedurally and substantively unconscionable. Specifically, Defendants presented new hires with an Ashria Employee Arbitration Agreement ("Arbitration Agreement") during the onboarding process, which had to be reviewed and acknowledged immediately. In fact, upon information and belief, the Arbitration Agreement was one of several documents presented to new employees for signature during the orientation process, including an Ashria Handbook, Handbook Supplement, Ashria

1 Handbook addendum, and Computer and Social Media Policy, among other documents. Also,
2 employees did not have a meaningful opportunity to negotiate the terms of the Arbitration
3 Agreement. Rather, it was provided to Defendants' employees for them to sign on a take-it or
4 leave-it basis at the time they were hired, along with other on-boarding documents.

5 8. ASHRIA, LLC was and is, upon information and belief, a California limited
6 liability company, and at all times hereinafter mentioned, an employer whose employees are
7 engaged throughout this county, the State of California, or the various states of the United States
8 of America.

9 9. ASHRIA HOLDINGS, LLC was and is, upon information and belief, a
10 California limited liability company, and at all times hereinafter mentioned, an employer whose
11 employees are engaged throughout this county, the State of California, or the various states of
12 the United States of America.

13 10. ASHRIA COLLEGE SQUARE, LLC was and is, upon information and belief, a
14 California limited liability company, and at all times hereinafter mentioned, an employer whose
15 employees are engaged throughout this county, the State of California, or the various states of
16 the United States of America.

17 11. ASHRIA ELK PARK, LLC was and is, upon information and belief, a California
18 limited liability company, and at all times hereinafter mentioned, an employer whose employees
19 are engaged throughout this county, the State of California, or the various states of the United
20 States of America.

21 12. ZMAN, LLC was and is, upon information and belief, a California limited
22 liability company, and at all times hereinafter mentioned, an employer whose employees are
23 engaged throughout this county, the State of California, or the various states of the United States
24 of America.

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

1 14. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
2 were the partners, agents, owners, or managers of ASHRIA, LLC; ASHRIA HOLDINGS, LLC;
3 ASHRIA COLLEGE SQUARE, LLC; ASHRIA ELK PARK, LLC; and/or ZMAN, LLC, at all
4 relevant times.

5 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the
6 acts and omissions alleged herein was performed by, or is attributable to, ASHRIA, LLC;
7 ASHRIA HOLDINGS, LLC; ASHRIA COLLEGE SQUARE, LLC; ASHRIA ELK PARK,
8 LLC; ZMAN, LLC; and/or DOES 1 through 10 (collectively, “Defendants” or “ASHRIA”),
9 each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert
10 with, each of the other co-Defendants and was acting within the course and scope of such
11 agency, employment, joint venture, or concerted activity with legal authority to act on the
12 others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the
13 official policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, ratified each and every act
15 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
16 and abetted the acts and omissions of each and all the other Defendants in proximately causing
17 the damages herein alleged.

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

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

1 law employment relationship. As joint employers of Plaintiff and other non-party Aggrieved
2 Employees, Defendants are jointly and severally liable for the civil penalties available to
3 Plaintiff and other non-party Aggrieved Employees under the law.

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

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

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

27 21. ASHRIA, LLC; ASHRIA HOLDINGS, LLC; ASHRIA COLLEGE SQUARE,
28 LLC; ASHRIA ELK PARK, LLC; ZMAN, LLC; and DOES 1 through 10 are therefore alter

egos of each other.

22. 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 ASHRIA.

23. Plaintiff further alleges, upon information and belief, that Defendants ASHRIA, LLC; ASHRIA HOLDINGS, LLC; ASHRIA COLLEGE SQUARE, LLC; ASHRIA ELK PARK, LLC; and ZMAN, LLC are alter egos of each other for the following reasons:

(a) On the California Secretary of State's website (<https://businesssearch.sos.ca.gov/>), ASHRIA, LLC; ASHRIA HOLDINGS, LLC; ASHRIA COLLEGE SQUARE, LLC; ASHRIA ELK PARK, LLC; and ZMAN, LLC share the same entity address and mailing address, "9700 VILLAGE CENTER DR[IVE], SUITE 120, GRANITE BAY, CA 95746;"

(b) According to their Statement of Information forms filed with the California Secretary of State, ASHRIA, LLC; ASHRIA HOLDINGS, LLC; ASHRIA COLLEGE SQUARE, LLC; ASHRIA ELK PARK, LLC; and ZMAN, LLC share the same managers and/or officers, including, but not limited to, Camran Nojoomi and Camran Nojoomi Trust;

(c) On information and belief, ASHRIA, LLC; ASHRIA HOLDINGS, LLC; ASHRIA COLLEGE SQUARE, LLC; ASHRIA ELK PARK, LLC; and ZMAN, LLC share the same Agent for Service of Process, Camran Nojoomi; and

(d) On information and belief, ASHRIA, LLC; ASHRIA HOLDINGS, LLC; ASHRIA COLLEGE SQUARE, LLC; ASHRIA ELK PARK, LLC; and ZMAN, LLC utilize the same standardized employment forms and issue the same employment policies, such as their paid sick leave policies.

PAGA REPRESENTATIVE ALLEGATIONS

24. Defendants own and operate at least 13 Popeyes franchise restaurants throughout

1 Northern California. Upon information and belief, Defendants maintain a single, centralized
2 Human Resources (“HR”) department at their company headquarters in Granite Bay, California,
3 which is responsible for the recruiting and hiring of new employees, and communicating and
4 implementing Defendants’ company-wide policies, including timekeeping policies and meal
5 and rest period policies, to employees throughout California.

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

13 26. Upon information and belief, Defendants maintain a centralized Payroll
14 department at their company headquarters in Granite Bay, California, which processes payroll
15 for all non-exempt, hourly paid employees working for Defendants at their various locations
16 and jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based
17 upon information and belief, Defendants issue the same formatted wage statements to all non-
18 exempt, hourly paid employees in California, irrespective of their work locations. Upon
19 information and belief, Defendants process payroll for departing employees in the same manner
20 throughout the State of California, regardless of the manner in which each employee’s
21 employment ends.

22 27. Defendants continue to employ non-exempt or hourly paid employees in
23 California.

24 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
26 advisors knowledgeable about California labor and wage law, employment and personnel
27 practices, and about the requirements of California law.

28 29. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other

1 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
2 were not recorded.

3 30. 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 certain wages for overtime compensation and that they were not receiving certain wages
6 for overtime compensation.

7 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that other non-party Aggrieved Employees were entitled to be paid at a
9 regular rate of pay, and corresponding overtime rate of pay, that included as eligible income all
10 remuneration required by law, including but not limited to, all income derived from incentive
11 pay, nondiscretionary bonuses, and/or other forms of compensation.

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

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

26 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest
28 periods in accordance with the California Labor Code and applicable IWC Wage Order or

1 payment of one (1) additional hour of pay at their regular rates of pay when they were not
2 authorized and permitted to take a compliant rest period. In violation of the Labor Code,
3 Plaintiff and other non-party Aggrieved Employees were not authorized and permitted to take
4 compliant rest periods, nor did Defendants provide Plaintiff and other non-party Aggrieved
5 Employees with payment of one (1) additional hour of pay at their regular rates of pay when
6 they were not authorized and permitted to take a compliant rest period.

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

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

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

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

28 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 receive their full wages due without having to execute a release of claims.

3 40. 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 one
5 day's rest in seven. In violation of the California Labor Code, Defendants required Plaintiff
6 and/or other non-party Aggrieved Employees to work more than six consecutive days without
7 a day of rest, where the total hours worked exceeded 30 hours in any week or six hours in any
8 one day thereof.

9 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 receive all reporting time pay when Defendants required Plaintiff and other non-party
12 Aggrieved Employees to report to work but were put to work for less than half of their regular
13 scheduled shift. In violation of the California Labor Code, Plaintiff and/or other non-party
14 Aggrieved Employees were not paid all reporting time pay.

15 42. 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 split shift premium pay when Defendants required Plaintiff and other non-party
18 Aggrieved Employees to return to work for an additional shift in the same day, after having
19 been clocked out for more than an hour. In violation of the California Labor Code, Defendants
20 did not pay other non-party Aggrieved Employees all split-shift premiums due.

21 43. 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
23 receive full reimbursement for all business-related expenses and costs they incurred during the
24 course and scope of their employment and that they did not receive full reimbursement of
25 applicable business-related expenses and costs incurred.

26 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew or should have known that Defendants had a duty to provide
28 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms of

1 their employment with Defendants as required by the California Wage Theft Prevention Act,
2 but willfully, knowingly, and intentionally failed to do so.

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

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

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

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

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

- 24 (a) The aggrieved employee shall give written notice by online filing
25 (hereinafter "Employee's Notice") to the LWDA and by certified mail to
26 the employer of the specific provisions of the California Labor Code
27 alleged to have been violated, including the facts and theories to support
28 the alleged violations.

1 (b) An aggrieved employee's notice filed with the LWDA pursuant to
2 2699.3(a) and any employer response to that notice shall be accompanied
3 by a filing fee of seventy-five dollars (\$75).

4 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
5 employer and the aggrieved employee by certified mail that it does not
6 intend to investigate the alleged violation within sixty (60) calendar days
7 of the postmark date of the Employee's Notice. Upon receipt of the
8 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
9 (65) calendar days of the postmark date of the Employee's Notice, the
10 aggrieved employee may commence a civil action pursuant to California
11 Labor Code section 2699 to recover civil penalties in addition to any other
12 penalties to which the employee may be entitled.

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

16 (a) The aggrieved employee or representative shall give written notice by
17 online filing to the LWDA and by certified mail to the employer of
18 the specific provisions of the California Labor Code alleged to have
19 been violated (other than those listed in Section 2699.5), including the
20 facts and theories to support the alleged violation.

21 (b) An aggrieved employee's notice filed with the LWDA pursuant to
22 2699.3(c) and any employer response to that notice shall be
23 accompanied by a filing fee of seventy-five dollars (\$75).

24 (c) The employer may cure the alleged violation within thirty-three (33)
25 calendar days of the postmark date of the notice. The employer shall
26 give written notice by certified mail within that period of time to the
27 aggrieved employee or representative and the agency if the alleged
28 violation is cured, including a description of actions taken, and no

1 civil action pursuant to Section 2699 may commence. If the alleged
2 violation is not cured within the 33-day period, the employee may
3 commence a civil action pursuant to Section 2699.

4 51. On February 8, 2021, Plaintiff provided written notice by online filing to the
5 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
6 Code alleged to have been violated, including facts and theories to support the alleged
7 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
8 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
9 PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff
10 PAGA Case Number LWDA-CM-821019-21. A true and correct copy of Plaintiff's written
11 notice to the LWDA and Defendants dated February 8, 2021, is attached hereto as "Exhibit 1."

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

15 53. Thus, Plaintiff has satisfied the administrative prerequisites under California
16 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
17 violations of California Labor Code sections 201, 202, 203, 204, 206.5, 226(a), 226.7, 510,
18 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

19 54. Labor Code section 558(a) provides "[a]ny employer or other person acting on
20 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
21 provision regulating hours and days of work in any order of the Industrial Welfare Commission
22 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
23 each underpaid employee for each pay period for which the employee was underpaid. . . . (2)
24 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
25 each pay period for which the employee was underpaid. . . ." Labor Code section 558(c)
26 provides "[t]he civil penalties provided for in this section are in addition to any other civil or
27 criminal penalty provided by law." Plaintiff, acting in the public interest as a private attorney
28 general, seeks assessment and collection of civil penalties under Labor Code section 558 for

1 herself, all other non-party Aggrieved Employees, and the State of California against
2 Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable
3 IWC wage order. Plaintiff, acting in the public interest as a private attorney general, does not
4 seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations
5 of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC wage order.

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

9 56. As set forth below, Defendants have violated numerous provisions of both the
10 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
11 Order.

12 57. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
13 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private
14 attorney general, seeks assessment and collection of civil penalties for herself, all other
15 non-party Aggrieved Employees, and the State of California against Defendants for violations
16 of California Labor Code sections 201, 202, 203, 204, 206.5, 226(a), 226.7, 510, 512(a), 516,
17 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

18 **FIRST CAUSE OF ACTION**

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

20 **(Against all Defendants)**

21 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
22 and every allegation set forth above.

23 59. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
24 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
25 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 206.5, 226(a),
26 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1198, and 2802. Labor Code section
27 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for
28 violations of those Labor Code sections not found in section 2699.5, including sections 516,

1 1182.12, and 2810.5.

2 60. Defendants' conduct, as alleged herein, violates numerous sections of the
3 California Labor Code, including, but not limited to, the following:

- 4 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC
5 Wage Order for Defendants' failure to compensate Plaintiff and other
6 non-party Aggrieved Employees with all required overtime pay and
7 failure to properly calculate the overtime rates paid to other non-party
8 Aggrieved Employees, as set forth below;
- 9 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1198, and the
10 applicable IWC Wage Order for Defendants' failure to compensate
11 Plaintiff and other non-party Aggrieved Employees with at least
12 minimum wages for all hours worked, as set forth below;
- 13 (c) Violation of Labor Code sections 226.7, 512(a), 516, 1198, and the
14 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
15 and other non-party Aggrieved Employees with meal periods, as set forth
16 below;
- 17 (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable
18 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
19 and other non-party Aggrieved Employees to take rest periods, as set forth
20 below;
- 21 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC
22 Wage Order for failure to provide accurate and complete wage statements
23 to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- 24 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable IWC
25 Wage Order for failure to maintain payroll records, as set forth below;
- 26 (g) Violation of Labor Code section 204 for failure to pay all earned wages
27 during employment, as set forth below;
- 28 (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all

1 earned wages upon termination, as set forth below;

- 2 (i) Violation of Labor Code section 206.5 for requiring Plaintiff and other
3 non-party Aggrieved Employees to execute a release of claims as a
4 condition to receiving wages due to them, as set forth below;
- 5 (j) Violation of Labor Code sections 551 and 552 for failure to provide one
6 day's rest in seven to Plaintiff and/or other non-party Aggrieved
7 Employees, as set forth below;
- 8 (k) Violation of Labor Code section 1198 and the applicable IWC Wage
9 Order for failure to pay reporting time pay when Plaintiff and/or other
10 non-party Aggrieved Employees were put to work for less than half of
11 their regular scheduled shifts, as set forth below;
- 12 (l) Violation of Labor Code section 1198 and the applicable IWC Wage
13 Order for failing to pay split-shift premiums when other non-party
14 Aggrieved Employees returned to work for an additional shift in the same
15 day, after having been clocked out for more than an hour, as set forth
16 below;
- 17 (m) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
18 and other non-party Aggrieved Employees for all business expenses
19 necessarily incurred, as set forth below; and
- 20 (n) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
21 provide written notice of information material to Plaintiff's and other
22 non-party Aggrieved Employees' employment with Defendants, as set
23 forth below.

24 **FAILURE TO PAY OVERTIME**

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

26 61. Labor Code section 1198 makes it illegal to employ an employee under
27 conditions of labor that are prohibited by the applicable wage order. California Labor Code
28 section 1198 requires that "... the standard conditions of labor fixed by the commission shall

1 be the . . . standard conditions of labor for employees. The employment of any employee . . .
2 under conditions of labor prohibited by the order is unlawful.”

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

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

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

17 65. California Labor Code section 510 codifies the right to overtime compensation
18 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8)
19 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
20 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
21 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
22 the seventh (7th) day of work.

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

1 67. First, upon information and belief, Defendants had, and continue to have, a
2 company-wide policy and/or practice of strictly staffing their restaurant locations based on the
3 labor hours allocated by corporate for each location. For example, on information and belief,
4 Defendants limited the allocation of labor hours for Plaintiff's restaurant to 25% of the
5 restaurant's total budget, but this allotment was insufficient to staff the restaurant during its
6 hours of operation, meet restaurant demands, and provide adequate meal period coverage.
7 Defendants' uniform use of labor budgets, combined with heavy workloads, resulted in chronic
8 understaffing and a failure to provide Plaintiff and other non-party Aggrieved Employees with
9 adequate meal period coverage, because there were too few employees on duty to handle the
10 workload and attend to customers. Defendants also had a practice of failing to schedule meal
11 periods, which further caused Plaintiff and other non-party Aggrieved Employees to not be
12 relieved of their duties for compliant meal periods. As a result of this lack of meal period
13 coverage, Plaintiff and other non-party Aggrieved Employees were not always afforded 30-
14 minute meal periods during shifts when they were entitled to receive a meal period. For
15 example, Plaintiff was required to work through her meal periods four (4) days per week to meet
16 customer demand and take and prepare customers' orders.

17 68. In addition, Defendants had a requirement that a managerial employee be present
18 on the restaurant floor at all times and prohibited managers from leaving the premises unless
19 another manager was also on duty, resulting in a lack of meal period coverage for managerial
20 employees. At the same time, the labor budgets Defendants implemented did not always allow
21 for more than one manager to be on the schedule at all times. As a result, Plaintiff and other
22 managerial employees were sometimes the only managers on duty, and were required to
23 supervise the restaurant and respond to customer complaints. Because managerial employees
24 were effectively prohibited from leaving Defendants' premises for meal periods without
25 coverage, and because there were too few employees and other managers on duty to handle the
26 workload and attend to customers, Plaintiff and other non-party Aggrieved Employees were
27 denied uninterrupted 30-minute meal periods, and were required to work through and/or to
28 return early from meal periods.

1 69. Furthermore, upon information and belief, because Defendants frowned upon
2 employees accruing meal period penalties, Defendants pressured Plaintiff and other non-party
3 Aggrieved Employees to clock out for meal periods and/or adjusted employee time records to
4 reflect compliant meal periods, regardless of whether they had received a compliant meal
5 period, in order to strictly limit meal penalties that Defendants would otherwise owe.
6 Defendants' company-wide timekeeping system also prevented Plaintiff and other non-party
7 Aggrieved Employees from recording all hours worked when their meal periods were shortened
8 or interrupted, because the system locked out Plaintiff and other non-party Aggrieved
9 Employees once they clocked out for a meal period, and would not permit them to clock back
10 in from a meal period before 30 minutes had elapsed. Thus, Defendants' timekeeping system
11 prevented Plaintiff and other non-party Aggrieved Employees from recording all hours worked
12 when their meal periods were shortened or interrupted.

13 70. Second, in conjunction with understaffing their restaurants, Defendants had, and
14 continue to have, a company-wide policy and/or practice of requiring Plaintiff and other non-
15 party Aggrieved Employees to continue to perform work-related duties off-the-clock. For
16 example, five (5) days per week, Plaintiff was required to return to Defendants' restaurant after
17 clocking out and spend 15-30 minutes addressing customer complaints and assisting other
18 employees to resolve miscellaneous issues. As a further example, Plaintiff was required to
19 spend 4-8 hours per week after her shifts and on her days off monitoring restaurant surveillance
20 footage. Moreover, Plaintiff and other non-party Aggrieved Employees were required to
21 respond to phone communications from supervisors and other employees off-the-clock. For
22 example, Plaintiff spent three (3) hours per week responding to phone calls from her supervisor
23 and other employees to answer questions regarding work-related matters and speak with
24 dissatisfied customers. Defendants failed to track this time spent working before and after
25 scheduled shifts, and Plaintiff and other non-party Aggrieved Employees received no
26 compensation for this time.

27 71. Defendants knew or should have known that as a result of these company-wide
28 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing

1 assigned duties during meal periods and off-the-clock before and after their shifts, and were
2 suffered or permitted to perform work for which they were not paid. Because Plaintiff and other
3 non-party Aggrieved Employees worked shifts of eight (8) hours a day or more or forty (40)
4 hours a week or more, some of this off-the-clock work qualified for overtime premium pay.
5 Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime wages
6 for all of the overtime hours they actually worked.

7 72. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
8 correct overtime rate for the recorded overtime hours that they generated. In addition to an
9 hourly wage, Defendants paid Plaintiff and other non-party Aggrieved Employees incentive
10 pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of
11 the California Labor Code, Defendants failed to incorporate all compensation, including but not
12 limited to, all incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into
13 the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
14 Therefore, during times when other non-party Aggrieved Employees worked overtime and
15 received these other forms of pay, Defendants failed to pay all overtime wages by paying a
16 lower overtime rate than required.

17 73. Specifically, Defendants paid Plaintiff and other non-party Aggrieved
18 Employees nondiscretionary bonuses and incentive pay for meeting certain metrics. On
19 information and belief, these nondiscretionary bonuses were listed on Plaintiff's and other non-
20 party Aggrieved Employees' wage statements as "Bonus." During pay periods that other non-
21 party Aggrieved Employees were paid overtime and double-time wages, Defendants failed to
22 incorporate the nondiscretionary bonuses and/or incentive pay into other non-party Aggrieved
23 Employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for
24 overtime hours worked. Specifically, Defendants paid other non-party Aggrieved Employees
25 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. Defendants'
26 failure to properly calculate the overtime and double-time rates of pay based on all remuneration
27 paid has resulted in an underpayment of overtime and double-time wages to other non-party
28 Aggrieved Employees on a company-wide basis.

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

FAILURE TO PAY MINIMUM WAGES

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

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

76. As stated above, on information and belief, due to Defendants' company-wide practice of utilizing labor budgets, assignment of heavy workloads, failure to schedule meal periods, policy requiring managerial employees to stay on or near the restaurant premises during meal periods, and subsequent lack of meal period coverage, Plaintiff and other non-party Aggrieved Employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Moreover, as set forth above, Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during unpaid meal periods, because Defendants' timekeeping system locked out Plaintiff and other non-party Aggrieved Employees for 30 minutes when they clocked out for a meal period. Also, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, Defendants' management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, but required them to continue working, time for which they were not paid. In addition, as set forth above, Defendants required Plaintiff and other non-party Aggrieved Employees to complete

1 work-related duties and respond to communications from supervisors and other employees
2 while off-the-clock, but did not compensate them for this time.

3 77. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
4 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
5 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
6 those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194,
7 1197, and 1198.

8 78. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
9 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
10 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
11 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

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

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

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

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

24 81. At all relevant times herein set forth, California Labor Code sections 226.7,
25 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
26 meal period mandated by an applicable order of the IWC.

27 82. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
28 the applicable IWC Wage Order also require employers to provide a second meal period of not

1 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
2 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
3 hours worked is no more than twelve (12) hours, the second meal period may be waived by
4 mutual consent of the employer and the employee only if the first meal period was not waived.

5 83. As stated above, Defendants had, and continue to have, a company-wide policy
6 and/or practice of understaffing locations due to labor budgeting, which, combined with heavy
7 workloads and a failure to schedule meal periods, has resulted in a lack of meal period coverage
8 and prevented Plaintiff and other non-party Aggrieved Employees from taking all timely,
9 uninterrupted meal periods to which they were entitled. In conjunction with understaffing their
10 restaurants, as stated above, on information and belief, Defendants had a requirement that a
11 managerial employee be present on the restaurant floor at all times, but Defendants' labor
12 budgets did not always allow for more than one manager to be on the schedule at all times. As
13 a result, Plaintiff and other managerial employees were sometimes the only managers on duty,
14 and would have their meal periods interrupted or would work through them in order to assist
15 their coworkers and customers. Consequently, Plaintiff and other non-party Aggrieved
16 Employees suffered missed and/or interrupted meal periods, work for which they were not paid.

17 84. Moreover, as stated, upon information and belief, because Defendants frowned
18 upon employees accruing meal period penalties, Defendants' management would adjust
19 Plaintiff's and other non-party Aggrieved Employees' time records and/or pressured employees
20 to clock out for meal periods to reflect compliant meal periods, regardless of whether they had
21 received a compliant meal period, in order to strictly limit meal penalties that would need to be
22 paid by Defendants. Furthermore, as stated, Defendants' company-wide timekeeping system
23 prevented Plaintiff and other non-party Aggrieved Employees from recording all hours worked
24 when their meal periods were shortened or interrupted, because the system locked out Plaintiff
25 and other non-party Aggrieved Employees once they clocked out for a meal period, and would
26 not permit them to clock back in from a meal period before 30 minutes had elapsed.

27 85. Further, during the relevant time period, Defendants had, and continue to have,
28 a company-wide policy and/or practice of requiring employees to complete work-related tasks

1 while off-the-clock, including during meal periods. For example, Plaintiff's supervisors and
2 coworkers interrupted and cut short her meal periods to discuss work-related matters or resolve
3 customer complaints.

4 86. Defendants' practices and policies prevented Plaintiff and other non-party
5 Aggrieved Employees from taking all compliant meal periods to which they were entitled. As
6 a result, Plaintiff and other non-party Aggrieved Employees were forced to work in excess of
7 five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to
8 forgo their meal periods altogether. For example, as stated, Plaintiff would miss her meal
9 periods four (4) times per week in order to meet the restaurant's customer demand. As a further
10 example, on days when Plaintiff was able to take a meal period, she was forced to wait until 6-
11 8 hours into her shift before being able to take her meal period.

12 87. Additionally, Defendants did not provide Plaintiff and other non-party Aggrieved
13 Employees with all second 30-minute meal periods on days that they worked in excess of ten
14 (10) hours in one day. During her employment, Plaintiff worked shifts in excess of ten (10) or
15 more hours per day, but was not always provided second 30-minute meal periods. Plaintiff and
16 other non-party Aggrieved Employees did not sign valid meal period waivers on days that they
17 were entitled to meal periods and were not relieved of all duties.

18 88. At all times herein mentioned, Defendants knew or should have known that as a
19 result of their company-wide policies and/or practices, Plaintiff and other non-party Aggrieved
20 Employees were not actually relieved of all duties to take timely, uninterrupted meal periods.
21 Defendants further knew or should have known that Defendants did not pay Plaintiff and other
22 non-party Aggrieved Employees meal period premium wages when meal periods were missed,
23 late, short, and/or interrupted.

24 89. Moreover, Defendants engaged in a company-wide practice and/or policy of not
25 paying all meal period premiums owed when compliant meal periods are not provided. Because
26 of Defendants' practices and/or policies, Plaintiff and other non-party Aggrieved Employees
27 have not received premium pay for all missed, late, and interrupted meal periods. Alternatively,
28 to the extent that Defendants did pay other non-party Aggrieved Employees premium pay for

missed, late, and interrupted meal periods, Defendants did not pay other non-party Aggrieved Employees at the correct rate of pay for premiums because Defendants 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.

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

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198

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

92. At all relevant times, 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.

93. At all relevant times, 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. 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 v. ABM Security Services, Inc.*, 2 Cal. 5th

1 257, 269-270 (2016).

2 94. Pursuant to the applicable IWC Wage Order and California Labor Code section
3 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
4 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
5 required rest period was not authorized and permitted.

6 95. During the relevant time period, Defendants regularly failed to authorize and
7 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
8 per each four (4) hour period worked or major fraction thereof. As with meal periods,
9 Defendants' company-wide practices, including utilizing labor budgets and assigning heavy
10 workloads, prevented Plaintiff and other non-party Aggrieved Employees from being relieved
11 of all duty to take their rest periods. Additionally, Defendants failed to schedule rest periods,
12 which, coupled with Defendants' failure to provide adequate rest period coverage, further led
13 to Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to
14 take compliant rest periods.

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

22 97. As a result of Defendants' practices and policies, Plaintiff and other non-party
23 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
24 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were
25 entitled. For example, Plaintiff missed rest periods three (3) times per week to meet customer
26 demand and due to a lack of rest period coverage. Additionally, Plaintiff did not receive a third
27 rest period when working shifts in excess of 10 hours.

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

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

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

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

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

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

20 101. At all relevant times, Defendants have knowingly and intentionally provided
21 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
22 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
23 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours
24 worked; net wages earned; the address of the legal entity that is the employer; and all applicable
25 hourly rates in effect during the pay period, including overtime rates of pay, and the
26 corresponding number of hours worked at each hourly rate. Specifically, Defendants violated
27 sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

28 102. First, because Defendants did not record the time Plaintiff and other non-party

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

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

17 104. Third, and separate from these violations, Defendants issued uniform wage
18 statements to Plaintiff and other non-party Aggrieved Employees that failed to correctly list the
19 address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of
20 section 226(a)(8) is to provide California employees with transparency as to the true identity of
21 their employer, to allow the employee to contact their employer during employment in the future
22 for various reasons, including filing an administrative claim, judicial claim, or other action to
23 seek relief against their employer, to obtain unemployment benefits, etc. Plaintiff's and other
24 non-party Aggrieved Employees' wage statements list the employer as "ASHRIA LLC," but do
25 not list an address for this employer.

26 105. The wage statement deficiencies also include, without limitation, failing to list
27 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
28 piece-rate basis; failing to list all deductions; failing to list the name of the employee and only

1 the last four digits of his or her social security number or an employee identification number
2 other than a social security number; failing to list the inclusive dates of the period for which
3 employees were paid; and/or failing to state all hours worked as a result of not recording or
4 stating hours worked off-the-clock.

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

21 107. California Labor Code section 1174(d) provides that “[e]very person employing
22 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
23 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
24 plants or establishments at which employees are employed, payroll records showing the hours
25 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
26 applicable piece rate paid to, employees employed at the respective plants or establishments. . .
27 .” At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully
28 failed to maintain accurate payroll records for Plaintiff and other non-party Aggrieved

1 Employees showing the daily hours they worked and the wages paid thereto as a result of failing
2 to record the off-the-clock hours that they worked.

3 108. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
4 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
5 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

6 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

7 **VIOLATION OF LABOR CODE SECTION 204**

8 109. At all relevant times herein set forth, California Labor Code section 204 requires
9 that all wages earned by any person in any employment between the 1st and the 15th days,
10 inclusive, of any calendar month, other than those wages due upon termination of an employee,
11 are due and payable between the 16th and the 26th day of the month during which the labor was
12 performed. Labor Code section 204 further provides that all wages earned by any person in any
13 employment between the 16th and the last day, inclusive, of any calendar month, other than
14 those wages due upon termination of an employee, are due and payable between the 1st and the
15 10th day of the following month.

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

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

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

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1 **FAILURE TO PAY WAGES UPON TERMINATION**

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

3 113. At all times relevant herein set forth, California Labor Code sections 201 and
4 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
5 time of discharge are due and payable immediately, and that if an employee voluntarily leaves
6 his or her employment, his or her wages shall become due and payable not later than seventy-
7 two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice
8 of his or her intention to quit, in which case the employee is entitled to his or her wages at the
9 time of quitting.

10 114. On information and belief, Defendants have a company-wide practice or policy
11 of failing to adhere to the time requirements set forth in Labor Code sections 201 and 202 for
12 the issuance of final wages to their former employees. For example, Defendants terminated
13 Plaintiff in or around June 2020. As of the date of this complaint, Plaintiff still has not received
14 her final wages from Defendants. Thus, Defendants failed to pay Plaintiff her final wages
15 immediately, in violation of Labor Code section 201.

16 115. In addition, Defendants willfully failed to pay Plaintiff and other non-party
17 Aggrieved Employees who are no longer employed by Defendants all their earned wages,
18 including, but not limited to, overtime wages, minimum wages, meal and rest period premiums,
19 and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of
20 their leaving Defendants' employ.

21 116. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
22 who are no longer employed by Defendants their wages earned and unpaid at the time of
23 discharge, or within seventy-two (72) hours of their leaving Defendant's employ, violates
24 California Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved
25 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 256
26 and/or 2699(a), (f), and (g).

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1 an employer from the day-of-rest requirement when the total hours worked by an employee do
2 not exceed 30 hours in any week or six hours in any one day thereof.

3 122. Labor Code section 558(a) provides “[a]ny employer or other person acting on
4 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
5 provision regulating hours and days of work in any order of the Industrial Welfare Commission
6 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
7 each underpaid employee for each pay period for which the employee was underpaid. . . . (2)
8 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
9 each pay period for which the employee was underpaid. . . .” Labor Code section 558(c)
10 provides “[t]he civil penalties provided for in this section are in addition to any other civil or
11 criminal penalty provided by law.”

12 123. During the relevant time period, on information and belief, Defendants
13 sometimes scheduled Plaintiff and/or other non-party Aggrieved Employees to work eight (8)
14 or more hours per day and more than six (6) consecutive days in a workweek. Because Plaintiff
15 and/or other non-party Aggrieved Employees worked over 30 hours per week and over six (6)
16 hours per day in a workweek, they were not exempt from the day-of-rest requirement. To the
17 extent that Plaintiff and/or other non-party Aggrieved Employees may have signed purported
18 waivers of their right to a day’s rest in seven, such waivers are invalid.

19 124. Thus, during the relevant time period, and in violation of Labor Code sections
20 551 and 552, Defendants caused Plaintiff and/or other non-party Aggrieved Employees to work
21 more than six days in seven. Plaintiff and other non-party Aggrieved Employees are therefore
22 entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and
23 (g).

24 **FAILURE TO PAY REPORTING TIME PAY**

25 **VIOLATION OF LABOR CODE SECTION 1198**

26 125. California Labor Code section 1198 dictates that no employer may employ an
27 employee under conditions of labor that are prohibited by the applicable IWC wage order.
28 California Labor Code section 1198 further requires that “. . . the standard conditions of labor

1 fixed by the commission shall be the . . . standard conditions of labor for employees. The
2 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

3 126. The applicable IWC Wage Order, California Code of Regulations, Title 8,
4 section 11050(5)(A), provides that “[e]ach workday an employee is required to report for work
5 and does report, but is not put to work or is furnished less than half said employee’s usual or
6 scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work,
7 but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s
8 regular rate of pay, which shall not be less than the minimum wage.”

9 127. During the relevant time period, Defendants violated California Labor Code
10 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because
11 Defendants failed to pay Plaintiff and/or other non-party Aggrieved Employees reporting time
12 pay when they reported to work for their scheduled shift but were put to work for less than half
13 of the regularly scheduled day’s work.

14 128. Defendants had a company-wide practice of sending Plaintiff and/or other non-
15 party Aggrieved Employees home early from their shifts, including before they had worked at
16 least half of their regular shift, but would not pay Plaintiff and other non-party Aggrieved
17 Employees for half of their scheduled shift. Although Plaintiff and/or other non-party
18 Aggrieved Employees would report to work based on the schedule that Defendants provided to
19 them, Defendants would send them home before they had worked at least half of their scheduled
20 shifts without giving them reporting time pay.

21 129. Accordingly, Plaintiff and/or other non-party Aggrieved Employees were not
22 properly compensated with reporting time pay in violation of the applicable IWC Wage Order
23 and California Labor Code section 1198. Plaintiff and/or other non-party Aggrieved Employees
24 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
25 (g).

26 **FAILURE TO PAY SPLIT-SHIFT PAY**

27 **VIOLATION OF LABOR CODE SECTION 1198**

28 130. California Labor Code section 1198 provides that no employer may employ an

1 employee under conditions of labor that are prohibited by the applicable IWC wage order.
2 California Labor Code section 1198 further requires that “. . . the standard conditions of labor
3 fixed by the commission shall be the . . . standard conditions of labor for employees. The
4 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

5 131. California Code of Regulations, Title 8, section 11050(4)(C) provides that
6 “When an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid
7 in addition to the minimum wage for that workday, except when the employee resides at the
8 place of employment.” California Code of Regulations, Title 8, defines a split shift as “a work
9 schedule, which is interrupted by non-paid non-working periods established by the employer,
10 other than bona fide rest or meal periods.”

11 132. Defendants violated California Labor Code section 1198 and California Code of
12 Regulations, Title 8, section 11050(4)(C), because Defendants failed to pay other non-party
13 Aggrieved Employees a split-shift premium when they returned to work for an additional shift
14 in the same day, after having been clocked out for more than an hour.

15 133. For example, Defendants sometimes scheduled other non-party Aggrieved
16 Employees to work double shifts that were separated by more than one (1) hour of time, but
17 failed to pay them one (1) hour’s pay at the minimum wage in addition to the minimum wage
18 for that workday. For instance, on some occasions, other non-party Aggrieved Employees were
19 scheduled to work a morning shift, and then return later to complete a scheduled evening shift.
20 When this occurred, Defendants did not always pay other non-party Aggrieved Employees an
21 additional hour at minimum wage. At all relevant times, other non-party Aggrieved Employees
22 did not reside at Defendants’ locations. Accordingly, Defendants required other non-party
23 Aggrieved Employees to work split shifts but failed to pay them the split shift premium in
24 violation of California Labor Code section 1198.

25 134. Defendants’ failure to compensate other non-party Aggrieved Employees with
26 split-shift pay when they returned to work for an additional shift in the same day, after having
27 been clocked out for more than an hour, violates the applicable IWC Wage Order and California
28 Labor Code section 1198. Other non-party Aggrieved Employees are therefore entitled to

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

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

3 **VIOLATION OF LABOR CODE SECTION 2802**

4 135. At all times herein set forth, California Labor Code section 2802 provides that
5 an employer must reimburse employees for all necessary expenditures and losses incurred by
6 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
7 to prevent employers from passing off their cost of doing business and operating expenses on
8 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
9 (2014). The applicable wage order, IWC Wage Order 5-2001, provides that: "[w]hen tools or
10 equipment are required by the employer or are necessary to the performance of a job, such tools
11 and equipment shall be provided and maintained by the employer, except that an employee
12 whose wages are at least two (2) times the minimum wage provided herein may be required to
13 provide and maintain hand tools and equipment customarily required by the trade or craft."

14 136. First, during the relevant time period, Defendants had a company-wide policy of
15 requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal
16 cellular phones and cellular data to carry out their job duties, but Defendants failed to reimburse
17 them for the costs of their work-related cellular phone expenses. Plaintiff and other non-party
18 Aggrieved Employees were required to use their personal cellular phones to complete their
19 work-related tasks, including responding to phone calls from supervisors and other employees.
20 For example, as stated, Plaintiff spent three (3) hours per week responding to phone calls from
21 her supervisor and other employees and communicating with dissatisfied customers. As a
22 further example, Plaintiff was required to spend at least 4-8 hours per week using her personal
23 cellular phone to review and respond to restaurant emails, monitor company surveillance
24 footage, order supplies, and send picture messages to her supervisor at his or her request.
25 Although Defendants required Plaintiff and other non-party Aggrieved Employees to utilize
26 their personal cellular phones to carry out their work-related duties, Defendants failed to
27 reimburse them for this cost.

28 137. Second, Defendants had a company-wide policy of requiring Plaintiff and other

1 non-party Aggrieved Employees to utilize their own personal vehicles or obtain alternate
2 transportation to carry out company business, but failed to reimburse them for all costs of travel,
3 including mileage. For example, Defendants required Plaintiff to drive over 100 miles per
4 month to other Popeyes restaurants owned by Defendants in neighboring cities to obtain
5 restaurant supplies and ingredients, such as paper cups, french fries, and chicken. Although
6 Defendants required Plaintiff and other non-party Aggrieved Employees to use their own
7 personal vehicles or obtain alternate transportation to complete work-related tasks as part of
8 their assigned job duties, Defendants never reimbursed them for all of their travel expenses.

9 138. Third, Defendants, on a company-wide basis, expected Plaintiff and other non-
10 party Aggrieved Employees to report to work wearing clean uniforms with the Popeyes logo
11 while simultaneously failing to provide employees with an adequate number of those uniforms.
12 This forced Plaintiff and other non-party Aggrieved Employees to clean their uniforms
13 frequently and incur expenses for doing so. For example, when Plaintiff was hired, Defendants
14 only provided her one (1) uniform shirt. Due to the nature of her work, Plaintiff's uniform
15 would become stained and/or acquire an unpleasant odor, and Plaintiff would be required to
16 wash this uniform shirt separately after almost every shift.

17 139. Defendants could have provided Plaintiff and other non-party Aggrieved
18 Employees with the actual tools for use on the job, such as company phones, company vehicles,
19 and an adequate number of uniforms and/or access to laundering services. Or, Defendants could
20 have reimbursed employees for the costs of their cellular phone, mileage, travel, and laundering
21 expenses. Instead, Defendants passed these operating costs off onto Plaintiff and other non-
22 party Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two (2) times
23 the minimum wage.

24 140. Defendants' company-wide policy and/or practice of passing on their operating
25 costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code
26 section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and other
27 non-party Aggrieved Employees for necessary business-related expenses and costs.

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

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

2 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
3 **EMPLOYMENT**

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

5 142. California's Wage Theft Prevention Act was enacted to ensure that employers
6 provide employees with basic information material to their employment relationship at the time
7 of hiring, and to ensure that employees are given written and timely notice of any changes to
8 basic information material to their employment. Codified at California Labor Code section
9 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must
10 provide written notice to employees containing basic and material payroll information,
11 including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour,
12 shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the
13 regular payday designated by the employer, and any allowances claims as part of the minimum
14 wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

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

18 144. Defendants' failure to provide Plaintiff and other non-party Aggrieved
19 Employees with written notice of basic information regarding their employment with
20 Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other
21 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
22 Labor Code sections 2699(a), (f), and (g).

23 **REQUEST FOR JURY TRIAL**

24 Plaintiff requests a trial by jury.

25 **PRAYER FOR RELIEF**

26 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
27 against Defendants, jointly and severally, as follows:

- 28 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars

1 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

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

3 2. That the Court declare, adjudge and decree that Defendants violated the
4 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
5 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
6 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
7 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
8 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
9 statements and maintain accurate payroll records); 204 (by failing timely to pay all earned wages
10 during employment); 201, 202, and 203 (by failing timely to pay all earned wages upon
11 termination); 206.5 (by requiring employees to release claims as a condition to receive
12 paychecks); 551 and 552 (by failing to provide one day's rest in seven); 1198 (by failing to
13 provide reporting time pay); 1198 (by failing to provide split-shift pay); 2802 (by failing to
14 reimburse business expenses) and 2810.5 (by failing to provide written notice of information
15 material to employment).

16 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
17 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,
18 203, 204, 206.5, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198,
19 2802, and 2810.5;

20 4. For attorneys' fees and costs pursuant to California Labor Code section
21 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
22 Labor Code sections 201, 202, 203, 204, 206.5, 226(a), 226.7, 510, 512(a), 516, 551, 552,
23 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

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

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

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4 Dated: April 15, 2021

Respectfully submitted,

5 Capstone Law APC

6
7 By: 

8 Bevin Allen Pike
9 Orlando Villalba
Daniel Jonathan
Trisha K. Monesi

10 Attorneys for Plaintiff Angelica Davis
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EXHIBIT “1”

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

February 8, 2021

VIA ONLINE SUBMISSION

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

Subject: *Angelica Davis v. Ashria, LLC, et al.*

Dear PAGA Administrator:

This office represents Angelica Davis in connection with her claims under the California Labor Code. Ms. Davis was an employee of ASHRIA, LLC; ASHRIA HOLDINGS, LLC; ASHRIA COLLEGE SQUARE, LLC; ASHRIA ELK PARK, LLC; and/or ZMAN, LLC. For the purpose of this letter, Ms. Davis collectively refers to these entities as “ASHRIA.”

The employers may be contacted directly at the addresses below:

ASHRIA, LLC
9700 VILLAGE CENTER, SUITE 120
GRANITE BAY CA 95746

ASHRIA ELK PARK, LLC
9700 VILLAGE CENTER DRIVE, SUITE 120
GRANITE BAY CA 95746

ASHRIA HOLDINGS, LLC
9700 VILLAGE CENTER DRIVE, SUITE 120
GRANITE BAY CA 95746

ZMAN, LLC
9700 VILLAGE CENTER DR. SUITE 120
GRANITE BAY CA 95746

ASHRIA COLLEGE SQUARE, LLC
9700 VILLAGE CENTER DRIVE, SUITE 120
GRANITE BAY CA 95746

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

ASHRIA employed Ms. Davis as an hourly paid, non-exempt employee from approximately February 2018 to April 17, 2020. Ms. Davis worked for ASHRIA as a Prep Employee/Dishwasher from approximately February 2018 to May 2019; as an Assistant General Manager from approximately June 2019 to October 2019; and as a General Manager from October 2019 until the end of her employment. Ms. Davis worked for ASHRIA at its Popeyes restaurants located at 1100 Douglas Blvd., in Roseville, California, from approximately February 2018 to October 2018, and at 3501 El Camino Ave., in Sacramento, California, from approximately October 2018 to the end of her employment. During her employment, Ms. Davis typically worked eight (8) or more hours per day and five (5) or more days per week. At the time Ms. Davis's employment with ASHRIA ended, she earned approximately \$18.00 per hour. Her job duties included, without limitation, preparing food, operating the cash register, taking customer orders, and maintaining the restaurant premises.

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

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

ASHRIA, LLC; ASHRIA HOLDINGS, LLC; ASHRIA COLLEGE SQUARE, LLC; ASHRIA ELK PARK, LLC; and ZMAN, LLC are California limited liability companies. ASHRIA owns and operates at least 13 Popeyes franchise restaurants throughout Northern California. Upon information and belief, ASHRIA maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Granite Bay, California, for all non-exempt, hourly paid employees working for ASHRIA in California, including Ms. Davis and other aggrieved employees. At all relevant times, ASHRIA issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Davis and other aggrieved employees, regardless of its location or position.

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

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

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.

ASHRIA willfully failed to pay all overtime wages owed to Ms. Davis and other aggrieved employees. During the relevant time period, Ms. Davis 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, upon information and belief, ASHRIA had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours allocated by corporate for each location. For example, on information and belief, ASHRIA limited the allocation of labor hours for Ms. Davis's restaurant to 25% of the restaurant's total budget, but this allotment was insufficient to staff the restaurant during its hours of operation, meet restaurant demands, and provide adequate meal period coverage. ASHRIA's uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide Ms. Davis and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. ASHRIA also had a practice of failing to schedule meal periods, which further caused Ms. Davis and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Ms. Davis and other aggrieved employees were not always afforded 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Ms. Davis was required to work through her meal periods four (4) days per week to meet customer demand and take and prepare customers' orders.

In addition, ASHRIA had a requirement that a managerial employee be present on the restaurant floor at all times and prohibited managers from leaving the premises unless another manager was also on duty, resulting in a lack of meal period coverage for managerial employees. At the same time, the labor budgets ASHRIA implemented did not always allow for more than one manager to be on the schedule at all times. As a result, Ms. Davis and other managerial employees were sometimes the only managers on duty, and were required to supervise the restaurant and respond to customer complaints. Because managerial employees were effectively prohibited from leaving ASHRIA's premises for meal periods without coverage, and because there were too few employees and other managers on duty to handle the workload and attend to customers, Ms. Davis and other aggrieved employees were denied uninterrupted 30-minute meal periods, and were required to work through and/or to return early from meal periods.

Furthermore, upon information and belief, because ASHRIA frowned upon employees accruing meal period penalties, ASHRIA pressured Ms. Davis and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that ASHRIA would otherwise owe. ASHRIA's company-wide timekeeping system also prevented Ms. Davis and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Davis and other aggrieved employees

once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, ASHRIA's timekeeping system prevented Ms. Davis and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

Second, in conjunction with understaffing its restaurants, ASHRIA had, and continues to have, a company-wide policy and/or practice of requiring Ms. Davis and other aggrieved employees to continue to perform work-related duties off-the-clock. For example, five (5) days per week, Ms. Davis was required to return to ASHRIA's restaurant after clocking out and spend 15-30 minutes addressing customer complaints and assisting other employees to resolve miscellaneous issues. As a further example, Ms. Davis was required to spend 4-8 hours per week after her shifts and on her days off monitoring restaurant surveillance footage. Moreover, Ms. Davis and other aggrieved employees were required to respond to phone communications from supervisors and other employees off-the-clock. For example, Ms. Davis spent three (3) hours per week responding to phone calls from her supervisor and other employees to answer questions regarding work-related matters and speak with dissatisfied customers. ASHRIA failed to track this time spent working before and after scheduled shifts, and Ms. Davis and other aggrieved employees received no compensation for this time.

ASHRIA knew or should have known that as a result of these company-wide practices and/or policies, Ms. Davis and other aggrieved employees were performing assigned duties during meal periods and off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Ms. Davis and other aggrieved employees 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. Davis and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

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

For example, ASHRIA paid other aggrieved employees nondiscretionary bonuses and incentive pay. On information and belief, these nondiscretionary bonuses were listed on other aggrieved employees' wage statements as "Bonus." During pay periods that other aggrieved employees were paid overtime and double-time wages, ASHRIA failed to incorporate the nondiscretionary bonuses and/or incentive pay into other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, ASHRIA paid other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. ASHRIA's failure to properly calculate the overtime and double-time rates of pay based on all remuneration paid has resulted in an underpayment of overtime and double-time wages to other aggrieved employees on a company-wide basis.

ASHRIA's failure to pay Ms. Davis and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Davis 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, on information and belief, due to ASHRIA's company-wide practice of utilizing labor budgets, assignment of heavy workloads, failure to schedule meal periods, policy requiring managerial employees to stay on or near the restaurant premises during meal periods, and subsequent lack of meal period coverage, Ms. Davis 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. Moreover, as set forth above, ASHRIA systematically failed to pay Ms. Davis and other aggrieved employees for actual hours worked during unpaid meal periods, because ASHRIA's timekeeping system locked out Ms. Davis and other aggrieved employees for 30 minutes when they clocked out for a meal period. Also, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, ASHRIA's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, but required them to continue working, time for which they were not paid. In addition, as set forth above, ASHRIA required Ms. Davis and other aggrieved employees to complete work-related duties and respond to communications from supervisors and other employees while off-the-clock, but did not compensate them for this time.

Thus, ASHRIA did not pay at least minimum wages for off-the-clock hours that qualified for overtime premium payment. To the extent that these off-the-clock hours did not qualify for overtime premium payment, ASHRIA 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, and 1197.1.

Accordingly, ASHRIA regularly failed to pay at least minimum wages to Ms. Davis 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. Davis 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, 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except

that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (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 above, ASHRIA had, and continues to have, a company-wide policy and/or practice of understaffing locations due to labor budgeting, which, combined with heavy workloads and a failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Ms. Davis and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. In conjunction with understaffing its restaurants, as stated above, on information and belief, ASHRIA had a requirement that a managerial employee be present on the restaurant floor at all times, but ASHRIA's labor budgets did not always allow for more than one manager to be on the schedule at all times. As a result, Ms. Davis 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. Consequently, Ms. Davis and other aggrieved employees suffered missed and/or interrupted meal periods, work for which they were not paid.

Moreover, as stated, upon information and belief, because ASHRIA frowned upon employees accruing meal period penalties, ASHRIA's management would adjust Ms. Davis's and other aggrieved employees' time records and/or pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that would need to be paid by ASHRIA. Furthermore, as stated, ASHRIA's company-wide timekeeping system prevented Ms. Davis and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Davis and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Further, during the relevant time period, ASHRIA had, and continues to have, a company-wide policy and/or practice of requiring employees to complete work-related tasks while off-the-clock, including during meal periods. For example, Ms. Davis's supervisors and coworkers interrupted and cut short her meal periods to discuss work-related matters or resolve customer complaints.

ASHRIA's practices and policies prevented Ms. Davis and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Ms. Davis and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, as stated, Ms. Davis would miss her meal periods four (4) times per week in order to meet the restaurant's customer demand. As a further example, on days when Ms. Davis was able to take a meal period, she was forced to wait until 6-8 hours into her shift before being able to take her meal period.

Additionally, ASHRIA did not provide Ms. Davis and other aggrieved employees with all second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During her employment, Ms. Davis worked shifts in excess of ten (10) or more hours per day, but was not always provided second 30-minute meal periods. Ms. Davis and other aggrieved employees did not

sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

ASHRIA knew or should have known that as a result of its non-compliant policies and practices, that Ms. Davis and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. ASHRIA further knew or should have known that it did not pay Ms. Davis and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted.

Furthermore, ASHRIA 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, other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that ASHRIA did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, ASHRIA did not pay other aggrieved employees at the correct rate of pay for premium wages because ASHRIA 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, ASHRIA failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Davis and other aggrieved employees are 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 sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (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, ASHRIA regularly failed to authorize and permit Ms. Davis 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, ASHRIA's company-wide practices, including utilizing labor budgets and assigning heavy workloads, prevented Ms. Davis and other aggrieved employees from being relieved of all duty to take their rest periods. Additionally, ASHRIA failed to schedule rest periods, which, coupled with ASHRIA's failure to provide adequate rest period

coverage, further led to Ms. Davis and other aggrieved employees not being authorized and permitted to take compliant rest periods.

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

As a result of ASHRIA's practices and policies, Ms. Davis and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Davis missed rest periods three (3) times per week to meet customer demand and due to a lack of rest period coverage. Additionally, Ms. Davis did not receive a third rest period when working shifts in excess of 10 hours.

ASHRIA 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 and permitted. Alternatively, to the extent that ASHRIA did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, ASHRIA did not pay other aggrieved employees at the correct rate of pay for premium wages because ASHRIA 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, ASHRIA failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Davis and other aggrieved employees are 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. ASHRIA has not provided Ms. Davis 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 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, ASHRIA has knowingly and intentionally provided Ms. Davis and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, ASHRIA issued uniform wage statements to Ms. Davis and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the 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, ASHRIA violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because ASHRIA did not record the time Ms. Davis and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), ASHRIA did not list the correct amount of gross wages and net wages earned by Ms. Davis and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, ASHRIA failed to accurately list the total number of hours worked by Ms. Davis 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 ASHRIA did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, ASHRIA did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, ASHRIA also failed to list the correct amount of net wages in violation of section 226(a)(5). ASHRIA 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 meal and rest premium wages, in violation of section 226(a)(9).

Third, and separate from these violations, ASHRIA issued uniform wage statements to Ms. Davis and other aggrieved employees that failed to correctly list the address 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. Davis's and other aggrieved employees' wage statements list the employer as "ASHRIA LLC," but do not list an address for this employer. *See example paystub below.*

EARNINGS STATEMENT - DETACH ALONG THIS PERFORATION AND RETAIN FOR YOUR RECORDS			
ashria			
Angelica Davis	Paygroup: ASHH	Check No.	[redacted]
[redacted]	Location: 11691	Check Date	4/29/2020
	Store#/Dept: 11691	Period Start	4/6/2020
Emp No. [redacted]		Period End	4/19/2020
		Job	GM
		Pay Rate	18.0000
COMPANY MESSAGE			

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 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.

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), ASHRIA willfully failed to maintain accurate payroll records for Ms. Davis 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. During the relevant time period, ASHRIA failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Ms. Davis and other aggrieved employees, in violation of section 1198. As stated, ASHRIA engaged in a company-wide practice and/or policy of falsifying Ms. Davis’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Ms. Davis and other aggrieved employees. Furthermore, in light of ASHRIA’s failure to provide Ms. Davis and other aggrieved employees with second 30-minute meal periods to which they were entitled, ASHRIA kept no records of meal start and end times for second meal periods.

Because ASHRIA failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Davis 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. Davis 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. Davis 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, ASHRIA willfully failed to pay Ms. Davis and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premium wages, and/or reporting time pay, within the time periods specified by California Labor Code section 204.

Ms. Davis 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.

ASHRIA willfully failed to pay Ms. Davis and other aggrieved employees who are no longer employed by ASHRIA the earned and unpaid wages set forth above, 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 ASHRIA's employ.

Ms. Davis 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 § 206.5 – Release of Claims for Wages Due

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee."

During the relevant time period, ASHRIA required Ms. Davis and other aggrieved employees to release their claims for unpaid wages as a condition of receiving their final paychecks. For example, prior to receiving her final paycheck, ASHRIA required Ms. Davis to sign a form attesting that, ". . . nothing else is due to me, as I have been paid for all the hours I have worked." ASHRIA compelled Ms. Davis and other aggrieved employees to sign these false verifications when they, in fact, had not received all earned and unpaid wages, including but not limited to, overtime wages, minimum wages, meal and rest period premium wages, and/or reporting time pay.

ASHRIA's policy and practice of requiring Ms. Davis and other aggrieved employees to release their claims for uncompensated hours worked and/or other pay owed to them as a condition to receiving their wages is in violation of California Labor Code section 206.5. Ms. Davis and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code §§ 551 and 552 – Failure to Provide One Day’s Rest in Seven

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day’s rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six hours in any one day thereof.

During the relevant time period, on information and belief, ASHRIA sometimes scheduled Ms. Davis and/or other aggrieved employees to work eight (8) or more hours per day and more than six (6) consecutive days in a workweek. Because Ms. Davis and/or other aggrieved employees worked over 30 hours per week and over six (6) hours per day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Ms. Davis and other aggrieved employees may have signed purported waivers of their right to a day’s rest in seven, such waivers are invalid.

Thus, ASHRIA caused Ms. Davis and/or other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Ms. Davis and/or other aggrieved employees are therefore 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 § 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)

During the relevant time period, ASHRIA violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because ASHRIA failed to pay Ms. Davis and/or 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 regularly scheduled day’s work.

ASHRIA had a company-wide practice of sending Ms. Davis and/or 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. Davis and/or other aggrieved employees for half of their scheduled shift. Although Ms. Davis and/or other aggrieved employees would report to work based on the schedule

that ASHRIA provided to them, ASHRIA would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay.

Ms. Davis and/or 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 § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 4(C) – Failure to Pay Split-Shift Premiums

California Labor Code section 1198 provides 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(4)(C) provides that, “When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.” California Code of Regulations, Title 8, defines a split shift as “a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.”

ASHRIA violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(4)(C), because ASHRIA failed to pay other aggrieved employees a split-shift premium when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour. Other aggrieved employees were required to report to work for their scheduled morning shifts, and then return later to complete their scheduled evening shifts. When this occurred, ASHRIA did not always pay other aggrieved employees an additional hour at minimum wage. At all relevant times, other aggrieved employees did not reside at ASHRIA's locations.

ASHRIA's failure to compensate other aggrieved employees with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour, violates California Labor Code section 1198 and California Code of Regulations Title 8, Section 11050(4)(C). 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 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, ASHRIA had a company-wide policy of requiring Ms. Davis and other aggrieved employees to utilize their own personal cellular phones and cellular data to carry

out their job duties, but ASHRIA failed to reimburse them for the costs of their work-related cellular phone expenses. Ms. Davis and other aggrieved employees were required to use their personal cellular phones to complete their work-related tasks, including responding to phone calls from supervisors and other employees. For example, as stated, Ms. Davis spent three (3) hours per week responding to phone calls from her supervisor and other employees and communicating with dissatisfied customers. As a further example, Ms. Davis was required to spend at least 4-8 hours per week using her personal cellular phone to review and respond to restaurant emails, monitor company surveillance footage, order supplies, and send picture messages to her supervisor at his or her request. Although ASHRIA required Ms. Davis and other aggrieved employees to utilize their personal cellular phones to carry out their work-related duties, ASHRIA failed to reimburse them for this cost.

Second, ASHRIA had a company-wide policy of requiring Ms. Davis and other aggrieved employees to utilize their own personal vehicles or obtain alternate transportation to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, ASHRIA required Ms. Davis to drive over 100 miles per month to other Popeyes restaurants owned by ASHRIA in neighboring cities to obtain restaurant supplies and ingredients, such as paper cups, french fries, and chicken. Although ASHRIA required Ms. Davis and other aggrieved employees to use their own personal vehicles or obtain alternate transportation to complete work-related tasks as part of their assigned job duties, ASHRIA never reimbursed them for all of their travel expenses.

Third, ASHRIA, on a company-wide basis, expected Ms. Davis and other aggrieved employees to report to work wearing clean uniforms with the Popeyes logo while simultaneously failing to provide employees with an adequate number of those uniforms. This forced Ms. Davis and other aggrieved employees to clean their uniforms frequently and incur expenses for doing so. Due to the nature of their work, Ms. Davis's and other aggrieved employees' uniforms would become stained and/or acquire an unpleasant odor, and Ms. Davis and other aggrieved employees would be required to wash their uniform shirts separately from their other clothes, increasing their overall laundry costs even more.

ASHRIA could have provided Ms. Davis and other aggrieved employees with the actual tools for use on the job, such as company phones, company vehicles, and an adequate number of uniforms and/or access to laundering services. Or, ASHRIA could have reimbursed employees for the costs of their cellular phone, mileage, travel, and laundering expenses. Instead, ASHRIA passed these operating costs off onto Ms. Davis and other aggrieved employees. At all relevant times, Ms. Davis did not earn at least two (2) times the minimum wage.

Thus, ASHRIA 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. Davis and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 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.

At all relevant times, on information and belief, ASHRIA failed, on a company-wide basis, to provide written notice to Ms. Davis and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, ASHRIA failed to provide Ms. Davis and other aggrieved employees with the rate or rates of pay, including any rates for overtime, as applicable, in violation of section 2810.5(a)(1)(A). Instead, the wage theft form ASHRIA provided to Ms. Davis is blank where wage information should be filled in. ASHRIA's failure to provide Ms. Davis and other aggrieved employees with written notice of basic information regarding their employment with ASHRIA is in violation of Labor Code section 2810.5.

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

Accordingly, Ms. Davis 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. Davis, 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 ASHRIA for violations of California Labor Code sections 201, 202, 203, 204, 206.5, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

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

Best Regards,



Anthony Castillo

Copy: ASHRIA, LLC (via U.S. Certified Mail); ASHRIA HOLDINGS, LLC (via U.S. Certified Mail); ASHRIA COLLEGE SQUARE, LLC (via U.S. Certified Mail); ASHRIA ELK PARK, LLC (via U.S. Certified Mail); ZMAN, LLC (via U.S. Certified Mail)

CERTIFIED MAIL



7020 1290 0001 8879 1234

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

ASHRIA, LLC
9700 VILLAGE CENTER, SUITE 120
GRANITE BAY CA 95746



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1. Article Addressed to:

ASHRIA, LLC
9700 VILLAGE CENTER, SUITE 120
GRANITE BAY CA 95746



9590 9402 1512 5362 2722 13

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1234

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

Domestic Return Receipt

U.S. Postal Service™
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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

ASHRIA, LLC

Street and Apt. No., 9700 VILLAGE CENTER, SUITE 120

City, State, ZIP+4® GRANITE BAY CA 95746

Postmark
Here

Davis v. Ashria LLC

7020 1290 0001 8879 1234

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

See Reverse for Instructions

one
LAW APC

Law Park East, Ste 1000
Granite Bay, CA 90067

CERTIFIED MAIL



7020 1290 0001 8879 1104

ASHRIA ELK PARK, LLC
9700 VILLAGE CENTER DRIVE, SUITE 120
GRANITE BAY CA 95746



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- 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:

ASHRIA ELK PARK, LLC
9700 VILLAGE CENTER DRIVE, SUITE 120
GRANITE BAY CA 95746



9590 9402 1512 5362 2722 37

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1104

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

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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

ASHRIA ELK PARK, LLC

Street and Apt. No., 9700 VILLAGE CENTER DRIVE, SUITE 120

City, State, ZIP+4® GRANITE BAY CA 95746

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Davis V. Ashria
Elk Park, LLC

7020 1290 0001 8879 1104

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1. Article Addressed to:

ASHRIA HOLDINGS, LLC
9700 VILLAGE CENTER DRIVE, SUITE 120
GRANITE BAY CA 95746



9590 9402 1512 5362 2722 44

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1098

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)

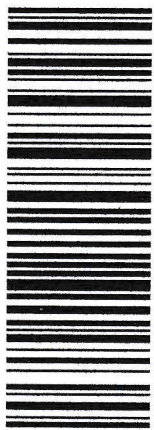
C. Date of Delivery

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



7020 1290 0001 8879 1098

ASHRIA HOLDINGS, LLC
9700 VILLAGE CENTER DRIVE, SUITE 120
GRANITE BAY CA 95746

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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

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ASHRIA HOLDINGS, LLC

Street and Apt. No. 9700 VILLAGE CENTER DRIVE, SUITE 120

City, State, ZIP+4® GRANITE BAY CA 95746

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Here
 Davis v. Ashria
 Holdings, LLC

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

See Reverse for Instructions

one
 LAW APC
 1000 Park East, Ste 1000
 CA 90067

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

ZMAN, LLC
9700 VILLAGE CENTER DR. SUITE 120
GRANITE BAY CA 95746



9590 9402 1512 5362 2722 20

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1081

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

ZMAN, LLC
9700 VILLAGE CENTER DR. SUITE 120
GRANITE BAY CA 95746



7020 1290 0001 8879 1081

one
LAW APC
1000
Park East, Ste 1000
CA 90067

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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

\$ 6.63

Total Postage and Fees

\$ 7.93

Sent To

ZMAN, LLC

Street and Apt. No.

9700 VILLAGE CENTER DR. SUITE 120

City, State, ZIP+4

GRANITE BAY CA 95746

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

See Reverse for Instructions

Postmark
Here

Davis V. Zman LLC

7020 1290 0001 8879 1081

one
LAW APC
ry Park East, Ste 1000
s, CA 90067



7020 1290 0001 8879 1111

ASHRIA COLLEGE SQUARE, LLC
9700 VILLAGE CENTER DRIVE, SUITE 120
GRANITE BAY CA 95746



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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

ASHRIA COLLEGE SQUARE, LLC
9700 VILLAGE CENTER DRIVE, SUITE 120
GRANITE BAY CA 95746



9590 9402 1512 5362 2721 90

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1111

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

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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

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

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r \$500)

Domestic Return Receipt

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\$ 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

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ASHRIA COLLEGE SQUARE, LLC

Street and Apt. No. 9700 VILLAGE CENTER DRIVE, SUITE 120

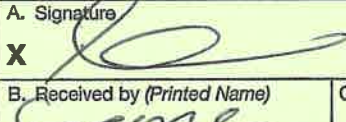
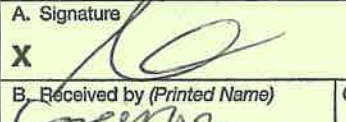
City, State, ZIP+4® GRANITE BAY CA 95746

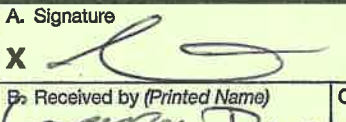
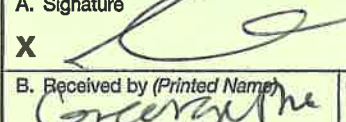
PS Form 3800, April 2015 PSN 7530-02-000-9047

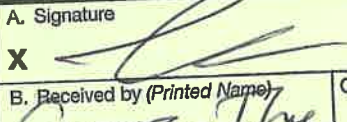
See Reverse for Instructions

Postmark
Here

Davis v. Ashria
College square,
LLC

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: ASHRIA COLLEGE SQUARE, LLC 9700 VILLAGE CENTER DRIVE, SUITE 120 GRANITE BAY CA 95746  9590 9402 1512 5362 2721 90 2. Article Number (Transfer from service label) 7020 1290 0001 8879 1111 PS Form 3811, July 2015 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X  B. Received by (Printed Name) George C. Date of Delivery 2/10 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	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: ZMAN, LLC 9700 VILLAGE CENTER DR. SUITE 120 GRANITE BAY CA 95746  9590 9402 1512 5362 2722 20 2. Article Number (Transfer from service label) 7020 1290 0001 8879 1081 PS Form 3811, July 2015 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X  B. Received by (Printed Name) George C. Date of Delivery 2/10 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
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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: ASHRIA ELK PARK, LLC 9700 VILLAGE CENTER DRIVE, SUITE 120 GRANITE BAY CA 95746  9590 9402 1512 5362 2722 37 2. Article Number (Transfer from service label) 7020 1290 0001 8879 1104 PS Form 3811, July 2015 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X  B. Received by (Printed Name) George C. Date of Delivery 2/10 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	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: ASHRIA, LLC 9700 VILLAGE CENTER, SUITE 120 GRANITE BAY CA 95746  9590 9402 1512 5362 2722 13 2. Article Number (Transfer from service label) 7020 1290 0001 8879 1234 PS Form 3811, July 2015 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X  B. Received by (Printed Name) George C. Date of Delivery 2/10 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
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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: ASHRIA HOLDINGS, LLC 9700 VILLAGE CENTER DRIVE, SUITE 120 GRANITE BAY CA 95746  9590 9402 1512 5362 2722 44 2. Article Number (Transfer from service label) 7020 1290 0001 8879 1098 PS Form 3811, July 2015 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X  B. Received by (Printed Name) George C. Date of Delivery 2/10 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
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