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9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN JOAQUIN

12
13 STK-CV-WJE-2021-6075

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

16 Plaintiff,

17 vs.

18 NATION'S FOOD SERVICE, INC., a
California corporation; NATION'S GIANT
19 HAMBURGERS NO. 2 A CALIFORNIA
LIMITED PARTNERSHIP, a California
20 limited partnership; NATION'S GIANT
HAMBURGERS, NO. 5, A CALIFORNIA
21 LIMITED PARTNERSHIP, a California
limited partnership; NATION'S GIANT
22 HAMBURGERS NO. 6, A CALIFORNIA
LIMITED PARTNERSHIP, a California
23 limited partnership; NATION'S GIANT
HAMBURGERS NO. 7, A CALIFORNIA
24 LIMITED PARTNERSHIP, a California
limited partnership; NATION'S GIANT
25 HAMBURGERS NO. 9/NO.8, A
CALIFORNIA LIMITED PARTNERSHIP,
26 a California limited partnership;
NATION'S GIANT HAMBURGERS NO.
27 11, A CALIFORNIA LIMITED
PARTNERSHIP, a California limited
28 partnership; NATION'S GIANT

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

HAMBURGERS, NO. 14, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; NATION'S GIANT HAMBURGERS NO. 15, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; NATION'S GIANT HAMBURGERS NO. 19, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; NATION'S GIANT HAMBURGERS NO. 20 A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; NATION'S GIANT HAMBURGERS, NO. 21/NO. 26, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; NATION'S GIANT HAMBURGERS NO. 22, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; NATION'S GIANT HAMBURGERS NO. 23, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; NATION'S GIANT HAMBURGERS, NO. 25, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; NATION'S GIANT HAMBURGERS NO. 27, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; NATION'S GIANT HAMBURGERS NO. 28, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; NATION'S GIANT HAMBURGERS NO. 29, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; NATION'S GIANT HAMBURGERS NO. 30, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; NATION'S GIANT HAMBURGERS NO. 31, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership; and DOES 1 through 10, inclusive,

Defendants.

1 Plaintiff Sereena Villa, as an aggrieved employee and on behalf of the State of
2 California and all other 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 sections 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 a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on April 23, 2021, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

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

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

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ or employed persons
3 within the County of San Joaquin and have violated the requirements of the California Labor
4 Code and applicable IWC Wage Order in this county which give rise to the penalties sought in
5 this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements
6 of the California Labor Code and applicable IWC Wage Order in at least two locations within
7 the County of San Joaquin, including Defendants' restaurants located at 3333 W. Hammer
8 Lane, Stockton, California 95219, and 3574 Tracy Blvd., Tracy, California 95376. Pursuant
9 to California Civil Code of Procedure section 393, venue is proper for the recovery of a
10 penalty imposed by statute in the county in which the cause, or some part of the cause, arose.
11 Because Defendants have employees in San Joaquin County, and Plaintiff could bring an
12 action filed under PAGA in any county in which an aggrieved employee worked and Labor
13 Code violations occurred, venue is proper. *Crestwood Behavioral Health, Inc. v. Superior*
14 *Court of Alameda County*, 60 Cal. App. 5th 1069 (2021).

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

19 THE PARTIES

20 6. Plaintiff Sereena Villa is a resident of Benicia, Solano County, California.
21 Defendants employed Plaintiff as an hourly paid, non-exempt Crew Member from
22 approximately November 2019 to August 2020. Plaintiff worked for Defendants at their
23 restaurant location in Benicia, California. Plaintiff typically worked eight (8) hours or more
24 per day, three (3) to five (5) days per week. At the time Plaintiff's employment with
25 Defendants ended, she was compensated approximately \$14.25 per hour. Her job duties
26 included, without limitation, preparing food, cashiering, attending to customers, disposing of
27 trash, and cleaning and maintaining the restaurant premises.

28 7. On information and belief, Defendants required some employees, including

1 Plaintiff, to execute a dispute resolution policy and/or arbitration agreement at the time of
2 their hire or during their employment. On further information and belief, Defendants' dispute
3 resolution policy and/or arbitration agreement was and is both procedurally and substantively
4 unconscionable. Specifically, Defendants presented new hires with a Mutual Arbitration
5 Agreement ("Arbitration Agreement") during the onboarding process, which had to be
6 reviewed and signed immediately. In fact, upon information and belief, the Arbitration
7 Agreement was one of several documents presented to new employees for signature during the
8 orientation process, including the Nation's Employee and/or Policy Handbook, Acceptance
9 and Agreement to Nation's Employee Handbook, Code of Safe Practices Restaurant Worker,
10 and Safety Training Checklist Restaurant Worker, among other documents. Also, employees
11 did not have a meaningful opportunity to negotiate the terms of the Arbitration Agreement.
12 Rather, it was provided to Defendants' employees for them to sign on a take-it or leave-it
13 basis at the time they were hired, along with all of the other on-boarding documents. Further,
14 Defendants did not set forth in the agreement or otherwise provide employees with the rules
15 which will govern the arbitration, instead forcing employees to seek this information out on
16 their own, ("[T]he arbitrator selected by the parties shall administer the arbitration according
17 to the Employment Arbitration Rules (or successor rules) of the American Arbitration
18 Association ('AAA'), as amended herein, and Federal Rule of Civil Procedure 68 ('Offer of
19 Judgment'), which can be requested from the Company or found at www.adr.org and
20 http://www.law.cornell.edu/rules/frcp/rule_68, respectively.")

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

24 9. NATION'S GIANT HAMBURGERS NO. 2 A CALIFORNIA LIMITED
25 PARTNERSHIP was and is, upon information and belief, a California limited partnership, and
26 at all times hereinafter mentioned, an employer whose employees are engaged throughout this
27 county and the State of California.

28 10. NATION'S GIANT HAMBURGERS, NO. 5, A CALIFORNIA LIMITED

PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

11. NATION'S GIANT HAMBURGERS NO. 6, A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

12. NATION'S GIANT HAMBURGERS NO. 7, A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

13. NATION'S GIANT HAMBURGERS NO. 9/NO.8, A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

14. NATION'S GIANT HAMBURGERS NO. 11, A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

15. NATION'S GIANT HAMBURGERS, NO. 14, A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

16. NATION'S GIANT HAMBURGERS NO. 15, A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

17. NATION'S GIANT HAMBURGERS NO. 19, A CALIFORNIA LIMITED

PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

18. NATION'S GIANT HAMBURGERS NO. 20 A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

19. NATION'S GIANT HAMBURGERS, NO. 21/NO. 26, A CALIFORNIA LIMITED PARTNERSHIP, was and is, upon information and belief, a California limited partnership and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

20. NATION'S GIANT HAMBURGERS NO. 22, A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

21. NATION'S GIANT HAMBURGERS NO. 23, A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

22. NATION'S GIANT HAMBURGERS, NO. 25, A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

23. NATION'S GIANT HAMBURGERS NO. 27, A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

24. NATION'S GIANT HAMBURGERS NO. 28, A CALIFORNIA LIMITED

PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

25. NATION'S GIANT HAMBURGERS NO. 29, A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

26. NATION'S GIANT HAMBURGERS NO. 30, A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

27. NATION'S GIANT HAMBURGERS NO. 31, A CALIFORNIA LIMITED PARTNERSHIP was and is, upon information and belief, a California limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

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

29. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of NATIONS FOODSERVICE, INC.; NATION'S GIANT HAMBURGERS NO. 2 A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 5, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 6, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 7, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 9/NO.8, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 11, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 14, A CALIFORNIA LIMITED

PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 15, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 19, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 20 A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 21/NO. 26, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 22, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 23, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 25, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 27, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 28, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 29, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 30, A CALIFORNIA LIMITED PARTNERSHIP; and NATION'S GIANT HAMBURGERS NO. 31, A CALIFORNIA LIMITED PARTNERSHIP (collectively, "Defendants" or "NATIONS") at all relevant times.

30. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, NATIONS FOODSERVICE, INC.; NATION'S GIANT HAMBURGERS NO. 2 A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 5, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 6, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 7, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 9/NO.8, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 11, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 14, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 15, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 19, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 20 A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 21/NO. 26, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT

1 HAMBURGERS NO. 22, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
2 HAMBURGERS NO. 23, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
3 HAMBURGERS, NO. 25, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
4 HAMBURGERS NO. 27, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
5 HAMBURGERS NO. 28, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
6 HAMBURGERS NO. 29, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
7 HAMBURGERS NO. 30, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
8 HAMBURGERS NO. 31, A CALIFORNIA LIMITED PARTNERSHIP; and/or DOES 1
9 through 10, each acting as the agent, employee, alter ego, and/or joint venturer of, or working
10 in concert with, each of the other co-Defendants and was acting within the course and scope of
11 such agency, employment, joint venture, or concerted activity with legal authority to act on
12 the others' behalf. The acts of any and all Defendants were in accordance with, and represent,
13 the official policy of Defendants.

14 31. 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 32. 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 33. 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

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

4 34. 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
8 Plaintiff 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
18 non-party Aggrieved Employees were dependent on Defendants, who
19 shared the power to set the wages of Plaintiff and other non-party
20 Aggrieved Employees and determined their working conditions, and
21 who jointly reaped the benefits from the underpayment of their wages
22 and noncompliance with other statutory provisions governing their
23 employment.

24 35. 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 36. NATIONS FOODSERVICE, INC.; NATION'S GIANT HAMBURGERS NO.
28 2 A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 5,

1 A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 6, A
2 CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 7, A
3 CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO.
4 9/NO.8, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS
5 NO. 11, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS,
6 NO. 14, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS
7 NO. 15, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS
8 NO. 19, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS
9 NO. 20 A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS,
10 NO. 21/NO. 26, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
11 HAMBURGERS NO. 22, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
12 HAMBURGERS NO. 23, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
13 HAMBURGERS, NO. 25, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
14 HAMBURGERS NO. 27, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
15 HAMBURGERS NO. 28, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
16 HAMBURGERS NO. 29, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
17 HAMBURGERS NO. 30, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
18 HAMBURGERS NO. 31, A CALIFORNIA LIMITED PARTNERSHIP; and DOES 1 through
19 10 are therefore alter egos of each other.

20 37. Adherence to the fiction of the separate existence of Defendants would permit
21 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
22 from liability for the wrongful acts committed by them under the name NATIONS.

23 38. Plaintiff further alleges, upon information and belief, that Defendants
24 NATIONS FOODSERVICE, INC.; NATION'S GIANT HAMBURGERS NO. 2 A
25 CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 5, A
26 CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 6, A
27 CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 7, A
28 CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO.

9/NO.8, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 11, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 14, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 15, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 19, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 20 A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 21/NO. 26, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 22, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 23, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 25, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 27, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 28, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 29, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 30, A CALIFORNIA LIMITED PARTNERSHIP; and NATION'S GIANT HAMBURGERS NO. 31, A CALIFORNIA LIMITED PARTNERSHIP are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://businesssearch.sos.ca.gov/>), NATIONS FOODSERVICE, INC.; NATION'S GIANT HAMBURGERS NO. 2 A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 5, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 6, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 7, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 9/NO.8, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 11, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 14, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT

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PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 29, A
CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
HAMBURGERS NO. 30, A CALIFORNIA LIMITED
PARTNERSHIP; and NATION'S GIANT HAMBURGERS NO. 31, A
CALIFORNIA LIMITED PARTNERSHIP share the same entity
address and/or mailing address, "11090 SAN PABLO AVE[NUE],
[SUITE 200], EL CERRITO, CA 94530";

- (b) On the California Secretary of State's website, NATIONS
FOODSERVICE, INC.; NATION'S GIANT HAMBURGERS NO. 11,
A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
HAMBURGERS, NO. 14, A CALIFORNIA LIMITED
PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 21/NO.
26, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT
HAMBURGERS, NO. 25, A CALIFORNIA LIMITED
PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 28, A

- CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 29, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 30, A CALIFORNIA LIMITED PARTNERSHIP; and NATION’S GIANT HAMBURGERS NO. 31, A CALIFORNIA LIMITED PARTNERSHIP share the same agent for service of process, “David [Andrew] Ballot”;
- (c) On the California Secretary of State’s website, NATION’S GIANT HAMBURGERS NO. 2 A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS, NO. 5, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 6, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 9/NO.8, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 19, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 22, A CALIFORNIA LIMITED PARTNERSHIP; and NATION’S GIANT HAMBURGERS NO. 27, A CALIFORNIA LIMITED PARTNERSHIP share the same agent for service of process, “Robert [E.] Kondalski”;
- (d) On the California Secretary of State’s website, NATION’S GIANT HAMBURGERS NO. 7, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 15, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 20 A CALIFORNIA LIMITED PARTNERSHIP; and NATION’S GIANT HAMBURGERS NO. 23, A CALIFORNIA LIMITED PARTNERSHIP share the same agent for service of process, “Dale J. Power”; and,
- (e) On information and belief, NATIONS FOODSERVICE, INC.; NATION’S GIANT HAMBURGERS NO. 2 A CALIFORNIA

LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 5, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 6, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 7, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 9/NO.8, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 11, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 14, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 15, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 19, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 20 A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 21/NO. 26, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 22, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 23, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 25, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 27, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 28, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 29, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 30, A CALIFORNIA LIMITED PARTNERSHIP; and NATION'S GIANT HAMBURGERS NO. 31, A CALIFORNIA LIMITED PARTNERSHIP utilize the same standardized employment forms and issue the same employment

policies.

PAGA REPRESENTATIVE ALLEGATIONS

39. Defendants own and operate a chain of American diners located throughout Northern California with more than 25 Nation's Giant Hamburgers restaurant locations in California. Upon information and belief, Defendants maintain a centralized Human Resources ("HR") department at their corporate headquarters in El Cerrito, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

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

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

42. Defendants continue to employ non-exempt or hourly paid employees in California.

43. Plaintiff is informed and believes, and thereon alleges, that at all times herein

mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

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

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

46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that other non-party Aggrieved Employees were entitled to be paid at a regular rate of pay, and corresponding overtime rates of pay, that included as eligible income all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of compensation, but failed to do so.

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

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

1 uninterrupted, thirty (30) minute meal period.

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

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

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

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

26 53. 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
28 timely payment of all wages earned upon termination of employment. In violation of the

1 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
2 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
3 and/or meal and rest period premiums, within permissible time periods.

4 54. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to the
6 portion of wages previously paid and subsequently unlawfully deducted by Defendants.

7 55. 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 payment of wages as designated by statute. In violation of the California Labor Code,
10 Defendants secretly paid Plaintiff and other non-party Aggrieved Employees lower wages that
11 required by statute while purporting to pay them proper wages.

12 56. 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 one day's rest in seven. In violation of the California Labor Code, Defendants required
15 Plaintiff and other non-party Aggrieved Employees to work more than six consecutive days
16 without a day of rest, where the total hours worked exceeded 30 hours in any week or six
17 hours in any one day thereof.

18 57. 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 suitable resting facilities that employees may use to cease work and recover during meal or
21 rest periods, but failed to provide suitable resting facilities.

22 58. 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 suitable seating and/or have seats nearby to use during a lull in tasks that do require moving
25 about or standing, but failed to provide suitable seating.

26 59. 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
28 receive reimbursement for all business-related expenses and costs they incurred during the

1 course and scope of their employment and that they did not receive reimbursement of
2 applicable business-related expenses and costs incurred.

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

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

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

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

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

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

28 (a) The aggrieved employee shall give written notice by online filing

(hereinafter “Employee’s Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

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

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

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

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

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

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

9 67. On April 23, 2021, Plaintiff provided written notice by online filing to the
10 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
11 Code alleged to have been violated, including facts and theories to support the alleged
12 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
13 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
14 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
15 Plaintiff PAGA Case Number LWDA-CM-830187-21. A true and correct copy of Plaintiff's
16 written notice to the LWDA and Defendants dated April 23, 2021 is attached hereto as
17 "Exhibit 1."

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

21 69. Thus, Plaintiff has satisfied the administrative prerequisites under California
22 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
23 violations of California Labor Code sections 201, 202, 203, 204, 221, 223, 224, 226(a), 226.7,
24 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403.

25 70. Labor Code section 558(a) provides "[a]ny employer or other person acting on
26 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
27 provision regulating hours and days of work in any order of the Industrial Welfare
28 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 “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties under Labor Code section 558 for herself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC wage order. Plaintiff, acting in the public interest as a private attorney general, does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC wage order.

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

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

73. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403.

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1 **FIRST CAUSE OF ACTION**

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

3 **(Against all Defendants)**

4 74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 75. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
8 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 221, 223,
9 224, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1198, and 2802. Labor Code
10 section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties
11 for violations of those Labor Code sections not found in section 2699.5, including sections
12 516, 1182.12, 6401, and 6403.

13 76. Defendants’ conduct, as alleged herein, violates numerous sections of the
14 California Labor Code, including, but not limited to, the following:

- 15 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
16 Wage Order for Defendants’ failure to compensate Plaintiff and other
17 non-party Aggrieved Employees with all required overtime pay and
18 failure to properly calculate the overtime rates paid to other non-party
19 Aggrieved Employees, as set forth below;
- 20 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
21 the applicable IWC Wage Order for Defendants’ failure to compensate
22 Plaintiff and other non-party Aggrieved Employees with at least
23 minimum wages for all hours worked, as set forth below;
- 24 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
25 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
26 and other non-party Aggrieved Employees with meal periods, as set
27 forth below;
- 28 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the

1 applicable IWC Wage Order for Defendants' failure to authorize and
2 permit Plaintiff and other non-party Aggrieved Employees to take rest
3 periods, as set forth below;

4 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
5 IWC Wage Order for failure to provide accurate and complete wage
6 statements to Plaintiff and other non-party Aggrieved Employees, as set
7 forth below;

8 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
9 IWC Wage Order for failure to maintain payroll records, as set forth
10 below;

11 (g) Violation of Labor Code section 204 for failure to pay all earned wages
12 during employment, as set forth below;

13 (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
14 earned wages upon termination, as set forth below;

15 (i) Violation of Labor Code sections 221 and 224 for unlawfully deducting
16 a portion of wages previously paid to Plaintiff and other non-party
17 Aggrieved Employees, as set forth below;

18 (j) Violation of Labor Code section 223 for secretly paying Plaintiff and
19 other non-party Aggrieved Employees lower wages than required by
20 statute, while purporting to pay the proper wages, as set forth below;

21 (k) Violation of Labor Code sections 551 and 552 for failure to provide one
22 day's rest in seven to Plaintiff and other non-party Aggrieved
23 Employees, as set forth below;

24 (l) Violation of Labor Code section 1198 and the applicable IWC Wage
25 Order for failing to provide suitable resting facilities to Plaintiff and
26 other non-party Aggrieved Employees, as set forth below;

27 (m) Violation of Labor Code section 1198 and the applicable IWC Wage
28 Order for failing to provide suitable seating to Plaintiff and other

non-party Aggrieved Employees, as set forth below;

(n) Violation of Labor Code section 2802 for failure to reimburse Plaintiff

and other non-party Aggrieved Employees for all business expenses

necessarily incurred, as set forth below; and

(o) Violation of Labor Code sections 6401 and 6403 for failure to provide

safety devices and safeguards, such as personal protective equipment, to

Plaintiff and other non-party Aggrieved Employees, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

77. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 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.”

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

79. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved Employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

80. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved 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.

1 81. California Labor Code section 510 codifies the right to overtime compensation
2 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
3 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
4 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
5 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
6 in a day on the seventh (7th) day of work.

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

12 83. First, Defendants had, and continue to have, a company-wide policy and/or
13 practice of requiring Plaintiff and other non-party Aggrieved Employees to perform tasks off-
14 the-clock before and after their shifts and on their days off, pursuant to Defendants' written
15 policy requiring employees to "[c]lock in and out no earlier or later than one minute and 30
16 seconds (plus or minus) outside [their] scheduled start or finish time." For example, 2-3 times
17 per month, when the restaurant was busy, Plaintiff was required to spend 5-10 minutes prior to
18 the start of her scheduled shift working off-the-clock to assist other employees and attend to
19 customers. As a further example, three (3) times per week, Plaintiff was instructed to clock
20 out at the end of her scheduled shift and continue working for 10-15 minutes performing
21 inventory or completing other closing duties. Moreover, Plaintiff and other non-party
22 Aggrieved Employees were required to respond to their personal cellular phones and complete
23 other work-related tasks on their days off. For example, once per month, Plaintiff was
24 required to answer phone calls from management outside of her shifts to discuss scheduling
25 changes. As a further example, Plaintiff was called on her days off and instructed to travel to
26 and unlock the restaurant for other employees, which would take 15 minutes. Additionally,
27 other non-party Aggrieved Employees were instructed by management to cover shifts at other
28 restaurants owned and operated by Defendants, but were not compensated for the additional

1 time they spent traveling to and from these locations. Thus, Defendants failed to track the
2 time Plaintiff and other non-party Aggrieved Employees spent working before and after their
3 shifts, responding to phone communications, completing work-related errands, and traveling
4 to other restaurants off-the-clock, and Plaintiff and other non-party Aggrieved Employees
5 received no compensation for this time.

6 84. Second, Defendants had, and continue to have, a company-wide policy and/or
7 practice of requiring other non-party Aggrieved Employees to complete and obtain work-
8 related certifications and trainings off-the-clock. As a condition of continuing their
9 employment with Defendants, other non-party Aggrieved Employees were required to obtain
10 specific certifications, such as a California Food Handler Card, but were not paid for this time.
11 For example, other non-party Aggrieved Employees spent 2-3 hours completing the training
12 for this certification while off the clock. Thus, Defendants failed to track the time other non-
13 party Aggrieved Employees spent completing and obtaining mandatory certifications, and
14 other non-party Aggrieved Employees received no compensation for this time.

15 85. Third, on information and belief, Defendants had, and continue to have, a
16 company-wide policy and/or practice of strictly staffing their restaurant locations based on the
17 labor hours allocated by corporate for each location. Defendants' uniform use of labor
18 budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to
19 provide Plaintiff and other non-party Aggrieved Employees with adequate meal period
20 coverage, because there were too few employees on duty to handle the workload and attend to
21 customers. Defendants also had a practice of failing to schedule meal periods, which further
22 caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties
23 for compliant meal periods. As a result of this lack of meal period coverage, Plaintiff and
24 other non-party Aggrieved Employees were not always afforded 30-minute meal periods
25 during shifts when they were entitled to receive a meal period. For example, 2-3 times per
26 week, Plaintiff would work through her meal periods entirely, in order to meet customer
27 demand. For the same reason, twice per month, Plaintiff's supervisor would instruct her to cut
28 short and work through part of her meal period.

1 86. Furthermore, upon information and belief, because Defendants frowned upon
2 employees accruing meal period penalties, Defendants adjusted employee time records to
3 reflect compliant meal periods, even when they did not receive a compliant meal period, in
4 order to strictly limit meal penalties that Defendants would otherwise owe. In addition,
5 Defendants' company-wide timekeeping system prevented Plaintiff and other non-party
6 Aggrieved Employees from recording all hours worked when their meal periods were
7 shortened or interrupted, because the system prevented employees from clocking back in from
8 a meal period until 30 minutes had elapsed. Thus, Defendants' timekeeping system prevented
9 Plaintiff and other non-party Aggrieved Employees from recording all hours worked when
10 their meal periods were missed, shortened, and/or interrupted.

11 87. Fourth, Defendants had, and continue to have, a policy and/or practice of
12 requiring that Plaintiff and other non-party Aggrieved Employees carry and respond to their
13 personal mobile phone at all times, including during meal periods. As a result, Defendants'
14 management contacted Plaintiff and other non-party Aggrieved Employees on their personal
15 mobile phones during unpaid meal periods to discuss work-related matters. For example,
16 once per month, Plaintiff was required to answer calls from her supervisor during her meal
17 periods and respond to questions about the operations of the restaurant. Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were performing
19 work while off-the-clock in order to meet Defendants' expectations, but failed to compensate
20 them for this time.

21 88. Fifth, Defendants maintained a company-wide on-premises meal period policy,
22 which mandated that Plaintiff and other non-party Aggrieved Employees remain on
23 Defendants' premises during their meal periods. Because Plaintiff and other non-party
24 Aggrieved Employees were restricted from leaving the premises during meal periods, they
25 were denied the ability to use their meal periods freely for their own purposes. For example,
26 Plaintiff was unable to run personal errands, such as returning home to check on her family,
27 because Plaintiff and other non-party Aggrieved Employees were unable to leave the work
28 premises. Thus, Defendants effectively maintained control over Plaintiff and other non-party

1 Aggrieved Employees during their meal periods.

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

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

20 91. For example, Defendants paid other non-party Aggrieved Employees
21 nondiscretionary bonuses and/or incentive pay, such as an "Employee Referral Bonus."
22 During pay periods that other non-party Aggrieved Employees were paid overtime wages, on
23 information and belief, Defendants failed to incorporate these nondiscretionary bonuses and/or
24 incentive pay into other non-party Aggrieved Employees' regular rate of pay and, as a result,
25 paid them at incorrect and lower rates of pay for overtime hours worked. Specifically,
26 Defendants paid other non-party Aggrieved Employees 1.5 times their hourly rate of pay
27 instead of 1.5 times their regular rate of pay. Defendants' failure to properly calculate the
28 overtime rates of pay based on all remuneration paid has resulted in an underpayment of

overtime wages to other non-party Aggrieved Employees on a company-wide basis.

92. 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 therefore 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

93. 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 IWC Wage Order No. 5-2001 order 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").

94. As stated above, Defendants required Plaintiff and other non-party Aggrieved Employees to perform work off-the-clock, including completing tasks before and after their shifts, responding to phone communications from supervisors, running work-related errands, traveling to cover shifts at other restaurants owned and operated by Defendants, and/or completing and obtaining work-related certifications and trainings, but did not compensate them for this time. Additionally, as stated above, due to Defendants' company-wide practice of utilizing labor budgets, assignment of heavy workloads, failure to schedule 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 during their meal periods, time for which they were not paid.

95. Moreover, as set forth above, on information and belief, Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees for actual

1 hours worked during unpaid meal periods, because these hours were not always correctly
2 recorded. Furthermore, due to Defendants' company-wide practice of requiring employees to
3 carry and respond to their personal mobile phones at all times and requiring employees to stay
4 on the work premises during unpaid meal periods, Plaintiff and other non-party Aggrieved
5 Employees were forced to forego meal periods, have their meal periods interrupted, and/or
6 were otherwise not relieved of all duties during meal periods.

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

12 97. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
13 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
14 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
15 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

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

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

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

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

28 100. At all relevant times herein set forth, California Labor Code sections 226.7,

1 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
2 meal period mandated by an applicable order of the IWC.

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

10 102. First, as stated above, Defendants had, and continue to have, a company-wide
11 policy and/or practice of understaffing their locations due to labor budgeting, which,
12 combined with the assignment of heavy workloads and failure to schedule meal periods, has
13 resulted in a lack of meal period coverage and prevented Plaintiff and other non-party
14 Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were
15 entitled. Moreover, as stated, upon information and belief, because Defendants frowned upon
16 employees accruing meal period penalties, Defendants' management would adjust Plaintiff's
17 and other non-party Aggrieved Employees' time records to reflect compliant meal periods,
18 regardless of whether they had received a compliant meal period, in order to strictly limit meal
19 penalties that would need to be paid by Defendants. Furthermore, as stated, Defendants'
20 company-wide timekeeping system prevented Plaintiff and other non-party Aggrieved
21 Employees from recording all hours worked when their meal periods were shortened or
22 interrupted, because the system locked out Plaintiff and other non-party Aggrieved Employees
23 once they clocked out for a meal period, and would not permit them to clock back in from a
24 meal period until 30 minutes had elapsed.

25 103. Second, as stated above, Defendants had, and continue to have, a company-
26 wide policy and/or practice of requiring that Plaintiff and other non-party Aggrieved
27 Employees carry and respond to their personal mobile phones at all times, including during
28 meal periods. As a result, Defendants' management would contact Plaintiff and other non-

1 party Aggrieved Employees on their personal mobile phones during unpaid meal periods to
2 discuss work-related matters, resulting in interrupted meal periods.

3 104. Third, as set forth above, Defendants maintained a company-wide on-premises
4 meal period policy, which mandated that Plaintiff and other non-party Aggrieved Employees
5 remain on Defendants' premises during their meal periods. Because Plaintiff and other non-
6 party Aggrieved Employees were restricted from leaving the premises during meal periods,
7 they were denied the ability to use their meal periods freely for their own purposes. For
8 example, as stated, Plaintiff was unable to run personal errands, such as returning home to
9 check on her family, because Plaintiff and other non-party Aggrieved Employees were unable
10 to leave the work premises.

11 105. Defendants' practices and policies prevented Plaintiff and other non-party
12 Aggrieved Employees from taking all compliant meal periods to which they were entitled. As
13 a result, Plaintiff and other non-party Aggrieved Employees were forced to work in excess of
14 five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to
15 forgo their meal periods altogether. For example, as stated, Plaintiff would work through her
16 meal periods 2-3 times per week and would be instructed by her supervisor to cut her meal
17 periods short twice per month in order to meet customer demand. As a further example, once
18 per month, Plaintiff would not be able to take her meal period until 11:00 p.m. or later, on or
19 after her sixth hour of work.

20 106. Moreover, Defendants did not provide other non-party Aggrieved Employees
21 with second 30-minute meal periods on days that they worked in excess of ten (10) hours in
22 one day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period
23 waivers on days that they were entitled to meal periods and were not relieved of all duties.

24 107. Defendants knew or should have known that as a result of their policies,
25 Plaintiff and other non-party Aggrieved Employees were not actually relieved of all duties to
26 take timely, uninterrupted meal periods. Defendants further knew or should have known that
27 they did not pay Plaintiff and other non-party Aggrieved Employees meal period premiums
28 when they were missed, late, short, and/or interrupted.

108. Furthermore, Defendants engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that Defendants did pay other non-party Aggrieved Employees meal period 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, into the calculation of the regular rate of pay.

109. 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

110. 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.

111. 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 (3 ½) hours.

112. At all relevant times, California Labor Code section 226.7 provides that no

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

8 113. Pursuant to the applicable IWC Wage Order and California Labor Code section
9 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
10 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
11 required rest period was not authorized and permitted.

12 114. First, during the relevant time period, Defendants regularly failed to authorize
13 and permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
14 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
15 Defendants’ company-wide practices, including utilizing labor budgets and assigning heavy
16 workloads, prevented Plaintiff and other non-party Aggrieved Employees from being relieved
17 of all duty to take their rest periods. Moreover, Defendants failed to schedule rest periods,
18 which, coupled with Defendants’ failure to provide adequate rest period coverage, further led
19 to Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to
20 take compliant rest periods.

21 115. Second, as stated, Defendants had, and continue to have, a policy and/or
22 practice of requiring that Plaintiff and other non-party Aggrieved Employees respond to calls
23 on their personal cellular phones from Defendants’ management at all times, including during
24 rest periods. For example, Plaintiff had her rest periods cut short and interrupted by calls from
25 her supervisor regarding the operations of the restaurant.

26 116. Third, Defendants maintained and implemented, on a company-wide basis, a
27 written rest period policy, which mandated that Plaintiff and other non-party Aggrieved
28 Employees remain on Defendants’ premises during their rest periods. Defendants’ rest period

1 policy provides that employees must “[s]tay in the designated break area (and out of customer
2 areas) during the rest period.” Because Plaintiff and other non-party Aggrieved Employees
3 were restricted from leaving the premises during rest periods, they were denied the ability to
4 use their rest periods freely for their own purposes, such as running personal errands. Thus,
5 Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
6 Employees during rest periods.

7 117. As a result of Defendants’ practices and policies, Plaintiff and other non-party
8 Aggrieved Employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
9 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
10 were entitled. For example, Plaintiff had her rest periods interrupted and cut short 2-3 times
11 per week to assist other employees and attend to customers due to the lack of coverage.

12 118. Defendants also have engaged in a company-wide practice and/or policy of not
13 paying all rest period premiums owed when compliant rest periods are not authorized or
14 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
15 Employees have not received premium pay for all missed rest periods. Alternatively, to the
16 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour
17 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved
18 Employees at the correct rate of pay for premiums because Defendants failed to include all
19 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms
20 of remuneration, in the regular rate of pay.

21 119. Defendants’ conduct violates the applicable IWC Wage Order and California
22 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
23 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
24 558 and/or 2699(a), (f), and (g).

25 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
26 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

27 120. At all relevant times herein, California Labor Code section 226(a) provides that
28 every employer shall furnish each of his or her employees an accurate and complete itemized

1 wage statement in writing, including, but not limited to, the name and address of the legal
2 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
3 applicable rates of pay.

4 121. During the relevant time period, Defendants have knowingly and intentionally
5 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
6 inaccurate wage statements. For example, Defendants issued uniform wage statements to
7 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
8 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
9 the pay period, including overtime rates of pay, and the corresponding number of hours
10 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2),
11 226(a)(5) and 226(a)(9).

12 122. Because Defendants did not record the time Plaintiff and other non-party
13 Aggrieved Employees spent working off-the-clock and deducted time from their records for
14 meal periods that were interrupted and/or missed (and therefore time for which they should
15 have been paid), Defendants did not list the correct amount of gross wages and net wages
16 earned by Plaintiff and other non-party Aggrieved Employees, in compliance with section
17 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total
18 number of hours worked by Plaintiff and other non-party Aggrieved Employees in violation of
19 section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay
20 period and the corresponding accurate number of hours worked at each hourly rate, in
21 violation of section 226(a)(9).

22 123. Furthermore, because Defendants did not calculate other non-party Aggrieved
23 Employees' regular rate of pay correctly for purposes of paying overtime wages, Defendants
24 did not list the correct amount of gross wages earned by other non-party Aggrieved
25 Employees in compliance with section 226(a)(1) and did not list the correct amount of net
26 wages earned by other non-party Aggrieved Employees in violation of section 226(a)(5).
27 Defendants also failed to correctly list all applicable hourly rates in effect during the pay
28 period, namely, correct overtime rates of pay, in violation of section 226(a)(9).

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

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

24 126. California Labor Code section 1174(d) provides that “[e]very person employing
25 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
26 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
27 plants or establishments at which employees are employed, payroll records showing the hours
28 worked daily by and the wages paid to, and the number of piece-rate units earned by and any

1 applicable piece rate paid to, employees employed at the respective plants or establishments.
2 ...” At all relevant times, and in violation of Labor Code section 1174(d), Defendants
3 willfully failed to maintain accurate payroll records for Plaintiff and other non-party
4 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
5 result of failing to record the off-the-clock hours that they worked.

6 127. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
7 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
8 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

9 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

10 **VIOLATION OF LABOR CODE SECTION 204**

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

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

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

1 Labor Code section 204.

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

4 **FAILURE TO PAY WAGES UPON TERMINATION**

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

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

13 133. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
14 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
15 above, including but not limited to, overtime wages, minimum wages, and/or meal and rest
16 period premiums either at the time of discharge, or within seventy-two (72) hours of their
17 leaving Defendants' employ.

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

24 **COLLECTING OR RECEIVING WAGES ALREADY PAID**

25 **VIOLATION OF LABOR CODE SECTION 221 AND 224**

26 135. At all times relevant herein, California Labor Code section 221 provides that it
27 shall be unlawful for any employer to collect or receive from an employee any part of wages
28 theretofore paid by said employer to said employee. California Labor Code section 224 also

1 provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a
2 deduction is expressly authorized in writing by the employee."

3 136. During the relevant time period, Defendants unlawfully deducted a portion of
4 wages previously paid to Plaintiff and other non-party Aggrieved Employees in violation of
5 California Labor Code section 221. Defendants systematically, and on a company-wide basis,
6 maintained a loss prevention "policy" that improperly deducted wages from Plaintiff's and
7 other non-party Aggrieved Employees' pay. Specifically, Defendants required employees to
8 pay cash out-of-pocket to cover any shortages in the cash registers that arose at the close of
9 business, on threat of discipline, even though such shortages occurred in the usual course of
10 business, as a result of a mistake, accident, or simple negligence rather than dishonesty,
11 willfulness, or gross negligence. For example, on a daily basis, Plaintiff and other non-party
12 Aggrieved Employees were instructed by Defendants' management to cover restaurant-wide
13 cash register shortages of up to \$22. On information and belief, such deductions were not
14 expressly authorized in writing by Plaintiff and other non-party Aggrieved Employees.
15 Defendants' policy of deducting money from Plaintiff's and other non-party Aggrieved
16 Employees' paychecks without their written authorization constitutes an unlawful deduction
17 of wages, in violation of California Labor Code sections 221 and 224.

18 137. Defendants' conduct as alleged herein violates California Labor Code sections
19 221 and 224. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
20 recover civil penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (g).

21 **SECRET PAYMENT OF A LOWER WAGE**

22 **VIOLATION OF LABOR CODE SECTION 223**

23 138. At all times, California Labor Code section 223 makes it unlawful for an
24 employer to secretly pay wages lower than required by statute while purporting to pay legal
25 wages.

26 139. During the relevant time period, as stated, Defendants willfully and
27 systematically deducted money from Plaintiff's and other non-party Aggrieved Employees'
28 wages without their express written authorization, pursuant to their loss prevention policy.

1 Defendants' deduction from its employees' wages resulted in the payment of less than
2 statutorily required wages to Plaintiff and other non-party Aggrieved Employees. In doing so,
3 Defendants acted with the intent to deprive Plaintiff and other non-party Aggrieved
4 Employees of statutory wages, including, but not limited to, overtime wages and minimum
5 wages, to which they were entitled to under California law. Thus, Defendants paid Plaintiff
6 and other non-party Aggrieved Employees lower wages than those they were entitled to while
7 purporting that Plaintiffs and other non-party Aggrieved Employees were properly paid.

8 140. Defendants' conduct as alleged herein and failure to pay Plaintiff and other
9 non-party Aggrieved Employees the correct designated wage, while purporting to pay legal
10 wages, violates California Labor Code section 223. Plaintiff and other non-party Aggrieved
11 Employees are therefore entitled to recover civil penalties pursuant to sections 225.5 and/or
12 2699(a), (f), and (g).

13 **FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN**

14 **VIOLATION OF LABOR CODE SECTIONS 551, 552, AND 558**

15 141. At all relevant times herein, California Labor Code section 551 provides that
16 every person employed in any occupation of labor is entitled to one day's rest in seven.
17 Additionally, California Labor Code section 552 prohibits employers from requiring
18 employees to work more than six consecutive days without a day of rest.

19 142. At all relevant times herein set forth, California Labor Code section 556
20 exempts an employer from the day-of-rest requirement when the total hours worked by an
21 employee do not exceed 30 hours in any week or six hours in any one day thereof.

22 143. Labor Code section 558(a) provides "[a]ny employer or other person acting on
23 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
24 provision regulating hours and days of work in any order of the Industrial Welfare
25 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
26 dollars (\$50) for each underpaid employee for each pay period for which the employee was
27 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
28 underpaid employee for each pay period for which the employee was underpaid. . . ." Labor

1 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
2 to any other civil or criminal penalty provided by law.”

3 144. During the relevant time period, on information and belief, Defendants
4 scheduled Plaintiff and other non-party Aggrieved Employees to work eight (8) or more hours
5 per day and more than six (6) consecutive days in a workweek. For example, Defendants’
6 management required Plaintiff to work seven (7) consecutive days during her employment. As
7 a further example, other non-party Aggrieved Employees were required to work fourteen (14)
8 consecutive days due to Defendants’ limited workforce. Because Plaintiff and other non-party
9 Aggrieved Employees worked over 30 hours per week and over six (6) hours per day in a
10 workweek, they were not exempt from the day-of-rest requirement. To the extent that
11 Plaintiff and other non-party Aggrieved Employees may have signed purported waivers of
12 their right to a day’s rest in seven, such waivers are invalid.

13 145. Thus, in violation of Labor Code sections 551 and 552, Defendants caused
14 Plaintiff and other non-party Aggrieved Employees to work more than six days in seven.
15 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
16 penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

17 **FAILURE TO PROVIDE SUITABLE RESTING FACILITIES**
18 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
19 **REGULATIONS, TITLE 8, SECTION 11050 SUBDIVISION 13(B)**

20 146. At all relevant times herein, California Labor Code section 1198 makes it
21 illegal to employ an employee under conditions of labor that are prohibited by the applicable
22 IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard
23 conditions of labor fixed by the commission shall be the . . . standard conditions of labor for
24 employees. The employment of any employee . . . under conditions of labor prohibited by the
25 order is unlawful.” California Code of Regulations, Title 8, section 11050 subdivision 13(B)
26 provides that “[s]uitable resting facilities shall be provided in an area separate from the toilet
27 rooms and shall be available to employees during work hours.”

28 147. Defendants’ California restaurants are generally similar in their layout and

1 design and there was, and continues to be, space that allows for a resting facility that
2 employees may use to cease work and recover during meal or rest periods. Defendants could
3 have provided Plaintiff and other non-party Aggrieved Employees with a resting facility
4 within their restaurants, with reasonable or no modification, but instead denied, and continue
5 to deny, employees suitable areas to rest (e.g., a breakroom). As a result, Plaintiff and other
6 non-party Aggrieved Employees were forced to adjust to areas not conducive to resting, such
7 as sitting on the ground or floor on the restaurant premises, or search for facilities outside of
8 the restaurant which are not designated or reserved for their rest, such as their personal
9 vehicles.

10 148. Defendants did not provide Plaintiff and other non-party Aggrieved Employees
11 with suitable resting facilities during their work hours, particularly during meal or rest
12 periods. In other words, during the times when Plaintiff and other non-party Aggrieved
13 Employees are legally allowed to forgo assigned tasks, as in during a meal or rest period,
14 Defendants denied them any area within their restaurants to cease work and recover. For
15 example, Plaintiff and other non-party Aggrieved Employees were not allowed to sit in the
16 restaurant's dining area near customers during working hours. For example, Plaintiff and
17 other non-party Aggrieved Employees were not allowed to sit in the restaurant's dining area
18 near customers during working hours. Moreover, Defendants did not inform Plaintiff and
19 other non-party Aggrieved Employees of their rights to suitable resting facilities under
20 California law.

21 149. As a result of Defendants' company-wide policy and/or practice of denying
22 employees any area to rest within their restaurants and company-wide failure to provide
23 resting facilities in their restaurants, Plaintiff and other non-party Aggrieved Employees were
24 forced to adjust to areas not conducive to resting or search for facilities outside their
25 restaurants to cease work and recover. Defendants' failure to provide suitable resting facilities
26 to Plaintiff and other non-party Aggrieved Employees violated and continues to violate
27 California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 13(B).

28 150. 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 SUITABLE SEATING**

3 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
4 **REGULATIONS, TITLE 8, SECTION 11050 SUBDIVISION 14(B)**

5 151. At all relevant times herein, California Labor Code section 1198 makes it
6 illegal to employ an employee under conditions of labor that are prohibited by the applicable
7 IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard
8 conditions of labor fixed by the commission shall be the . . . standard conditions of labor for
9 employees. The employment of any employee . . . under conditions of labor prohibited by the
10 order is unlawful.”

11 152. California Code of Regulations, Title 8, section 11050 subdivision 14(B)
12 provides that “[w]hen employees are not engaged in the active duties of their employment and
13 the nature of the work requires standing, an adequate number of suitable seats shall be placed
14 in reasonable proximity to the work area and employees shall be permitted to use such seats
15 when it does not interfere with the performance of their duties.”

16 153. During the relevant time period, Defendants violated California Labor Code
17 section 1198 and California Code of Regulations, Title 8, section 11050(14)(B), because
18 Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even during lulls
19 in their work duties, nor were they provided with suitable seats in reasonable proximity to
20 their work areas.

21 154. Defendants’ California restaurants are generally similar in their layout and
22 design and there was, and continues to be, space near their work areas (with reasonable or no
23 modification to these work areas) to allow for the presence and use of a seat or stool by
24 Plaintiff and other non-party Aggrieved Employees during lulls in operation. Defendants
25 could have provided Plaintiff and other non-party Aggrieved Employees with a seat or stool in
26 their work areas, but instead denied Plaintiff and other non-party Aggrieved Employees
27 suitable seating altogether and effectively forced Plaintiff and other non-party Aggrieved
28 Employees to stand throughout the day.

155. Defendants did not provide Plaintiff and other non-party Aggrieved Employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Plaintiff and other non-party Aggrieved Employees engaged in duties in which the nature of the work required standing, Defendants denied them the use of seats nearby during lulls in their work duties. Moreover, Defendants did not inform Plaintiff and other non-party Aggrieved Employees of their rights to a seat or stool under California law.

156. As a result of Defendants' company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Plaintiff and other non-party Aggrieved Employees were forced to stand during shifts and denied seats. Defendants' failure to provide suitable seating to Plaintiff and other non-party Aggrieved Employees violated and continues to violate California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(B).

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

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

VIOLATION OF LABOR CODE SECTION 2802

158. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees 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 No. 5-2001, provides that: "[w]hen the employer requires the use of tools or equipment or they 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 may provide and

1 maintain hand tools and equipment customarily required by the particular trade or craft.”

2 159. First, during the relevant time period, Defendants had a company-wide policy
3 of requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal
4 mobile phones to carry out their job duties, but Defendants failed to reimburse them for the
5 costs of their work-related mobile phone expenses. As stated, Plaintiff and other non-party
6 Aggrieved Employees were required to use their personal mobile phones for work-related
7 tasks, including responding to calls from Defendants’ management at all times. For example,
8 Plaintiff spent 30-45 minutes per week using her personal mobile phone to discuss matters
9 with her supervisor. Although Defendants required Plaintiff and other non-party Aggrieved
10 Employees to utilize their personal mobile phones to carry out their work-related duties,
11 Defendants failed to reimburse them for this cost.

12 160. Second, Defendants had a company-wide policy of requiring Plaintiff and other
13 non-party Aggrieved Employees to utilize their own personal vehicles or obtain alternate
14 transportation to carry out company business, but failed to reimburse them for all costs of
15 travel, including mileage. For example, Plaintiff was required to travel 18 miles roundtrip to
16 and from Defendants’ restaurant in Vallejo, California, to retrieve restaurant supplies, such as
17 pie boxes. As a further example, as stated, other non-party Aggrieved Employees were
18 required to travel to and cover shifts at Defendants’ restaurants in other locations. Although
19 Defendants required Plaintiff and other non-party Aggrieved Employees to use their own
20 personal vehicles or obtain alternate transportation to complete their work-related duties,
21 Defendants never reimbursed them for their travel expenses.

22 161. Third, during the relevant time period, Defendants, on a company-wide basis,
23 forced Plaintiff and other non-party Aggrieved Employees to purchase tools, supplies, and/or
24 equipment that were necessary for the completion of their work-related duties. For example,
25 Plaintiff was forced to purchase her own strainers, whisks, spoons, and salad bowls in order to
26 cook and prepare food, spending \$20.00 on these items. As a further example, due to COVID-
27 19, from approximately April 2020 until the end of her employment, Plaintiff was required to
28 spend \$35.00 on face masks to wear at work, because Defendants required face masks to be

1 worn on its premises but did not provide them to employees. Although Defendants required
2 Plaintiff and other non-party Aggrieved Employees to purchase and use their own tools,
3 supplies, and/or equipment in the performance of their duties, it did not reimburse them for
4 these expenses.

5 162. Fourth, Defendants, on a company-wide basis, required other non-party
6 Aggrieved Employees to obtain and pay for certain certifications, such as a California Food
7 Handler Card, that were required for their continued employment, as well as associated costs
8 such as training and/or examination fees. Defendants had a uniform policy of requiring
9 employees to pay for and obtain these certifications within 30 days of hire, if they want to
10 continue their employment with Defendants. For example, other non-party Aggrieved
11 Employees complied with this requirement and spent \$15 to obtain this certification. Thus,
12 Defendants failed to reimburse other non-party Aggrieved Employees for all of the costs of
13 obtaining these certifications, including training and/or examination fees.

14 163. Fifth, Defendants, on a company-wide basis, expected Plaintiff and other non-
15 party Aggrieved Employees to report to work wearing “clean, wrinkle-free, . . . and well-
16 maintained uniforms,” including a uniform shirt and apron embroidered with Defendants’
17 logo, while simultaneously failing to provide employees with an adequate number of those
18 uniforms. This forced Plaintiff and other non-party Aggrieved Employees to clean their
19 uniforms frequently and incur expenses for doing so. For example, upon being hired, Plaintiff
20 was only provided one (1) uniform shirt and one (1) uniform apron, despite being scheduled to
21 work five (5) or more days each week. This forced her to spend \$3.00 laundering her uniform
22 after every shift. In addition, due to the nature of their work, Plaintiff’s and other non-party
23 Aggrieved Employees’ uniforms would become greasy, stained, and/or acquire an unpleasant
24 odor, and Plaintiff and other non-party Aggrieved Employees would be required to wash and
25 clean their uniforms separately and more frequently than they would otherwise, further
26 increasing their overall laundry costs.

27 164. Defendants could have provided Plaintiff and other non-party Aggrieved
28 Employees with the actual tools for use on the job, such as company phones, company

1 vehicles, kitchen or cooking utensils, and face masks, as well as an adequate number of
2 uniforms and/or access to laundering services. Or, Defendants could have reimbursed
3 employees for the costs of their mobile phone usage; mileage; travel expenses; tool, supply,
4 and/or equipment expenses; certification, training, and/or examination fees; and laundering
5 expenses. Instead, Defendants passed these operating costs off onto Plaintiff and other non-
6 party Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two (2) times
7 the minimum wage.

8 165. Defendants' company-wide policy and/or practice of passing on their operating
9 costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code
10 section 2802. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
11 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

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

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

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

22 167. Defendants, on a company-wide basis, failed to provide Plaintiff and other non-
23 party Aggrieved Employees with personal protective equipment, including face masks, to
24 keep them safe in the workplace. Despite the fact that Defendants required employees to wear
25 certain personal protective equipment, such as face masks, while engaged in their work-
26 related duties, Defendants failed to fully provide such reasonably necessary equipment to
27 Plaintiff and other non-party Aggrieved Employees to keep them safe.

28 168. Defendants' failure to provide Plaintiff and other non-party Aggrieved

1 Employees with safety devices and safeguards for the workplace violates Labor Code sections
2 6401 and 6403. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
3 recover civil penalties pursuant to Labor Code section 2699(a), (f), and (g).

4 **REQUEST FOR JURY TRIAL**

5 Plaintiff requests a trial by jury.

6 **PRAYER FOR RELIEF**

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

9 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
10 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

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

12 2. That the Court declare, adjudge and decree that Defendants violated the
13 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
14 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
15 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
16 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
17 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
18 statements and maintain accurate payroll records); 201, 202, and 203 (by failing timely to pay
19 all earned wages upon termination); 204 (by failing timely to pay all earned wages during
20 employment); 221 and 224 (by collecting and/or receiving wages already paid); 223 (by
21 secretly paying wages lower than required by statute); 551 and 552 (by failing to provide one
22 day's rest in seven); 1198 and the applicable IWC Wage Order (by failing to provide suitable
23 resting facilities); 1198 and the applicable IWC Wage Order (by failing to provide suitable
24 seating); 2802 (by failing to reimburse business expenses); and 6401 and 6403 (by failing to
25 provide safety devices and safeguards).

26 3. For civil penalties, pursuant to California Labor Code sections 210, 225.5,
27 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
28 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198,

1 2802, 6401, and 6403;

2 4. For attorneys' fees and costs pursuant to California Labor Code section
3 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
4 Labor Code sections 201, 202, 203, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 551,
5 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403.

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

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

9
10 Dated: June 28, 2021

Respectfully submitted,

11 Capstone Law APC

12
13 By: 

14 Bevin Allen Pike
15 Orlando Villalba
16 Helga Hakimi
17 Roxanna Tabatabaeepour

18 Attorneys for Plaintiff Joss Harris
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EXHIBIT “1”



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

JULIAN QUATTLEBAUM
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April 23, 2021

VIA ONLINE SUBMISSION

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

Subject: *Sereena Villa v. Nation's Foodservice, Inc., et al.*

Dear PAGA Administrator:

This office represents Sereena Villa in connection with her claims under the California Labor Code. Ms. Villa was an employee of NATION'S FOOD SERVICE, INC; NATION'S GIANT HAMBURGERS NO. 2 A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 5, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 6, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 7, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 8, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 9/NO.8, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 11, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 14, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 15, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 19, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 20 A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 21/NO. 26, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 22, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 23, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS, NO. 25, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 27, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 28, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 29, A CALIFORNIA LIMITED PARTNERSHIP; NATION'S GIANT HAMBURGERS NO. 30, A CALIFORNIA LIMITED PARTNERSHIP; and/or NATION'S GIANT HAMBURGERS NO. 31, A CALIFORNIA LIMITED PARTNERSHIP. For the purpose of this letter, Ms. Villa collectively refers to these entities as "NATIONS."

The employers may be contacted directly at the addresses below:

NATION'S FOODSERVICE, INC.
11090 SAN PABLO AVENUE, SUITE 200
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS NO. 20 A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., SUITE 200
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS NO. 2 A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., #200
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS, NO.
21/NO. 26, A CALIFORNIA LIMITED
PARTNERSHIP
11090 SAN PABLO AVENUE
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS, NO. 5, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVENUE., #200
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS NO. 22, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVENUE, STE. 200
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS NO. 6, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., STE. 200
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS NO. 23, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., SUITE 200
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS NO. 7, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., STE. 200
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS, NO. 25, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVENUE
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS NO.
9/NO.8, A CALIFORNIA LIMITED
PARTNERSHIP
11090 SAN PABLO AVE., STE. 200
EL CERRITO CA 94530

NATION'S GIANT HAMBURGERS NO. 27, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., #200
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS NO. 11, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS NO. 28, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS, NO. 14, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO CA 94530

NATION'S GIANT HAMBURGERS NO. 29, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO CA 94530

NATION'S GIANT HAMBURGERS NO. 15, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., ST. 200
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS NO. 30, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS NO. 19, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., STE. 200
EL CERRITO, CA 94530

NATION'S GIANT HAMBURGERS NO. 31, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE STE 200
EL CERRITO, CA 94530

Ms. Villa 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. Villa seeks relief on behalf of herself, the State of California, and other persons who are or were employed by NATIONS 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.

NATIONS employed Ms. Villa as an hourly paid, non-exempt Crew Member from approximately November 2019 to August 2020. Ms. Villa worked for NATIONS at its restaurant located at 191 Military East, Benicia, California 94510. During her employment, Ms. Villa typically worked eight (8) hours per day and 3-5 days per week, from 5:00 p.m. to 2:00 a.m. At the time Ms. Villa’s employment with NATIONS ended, she earned approximately \$14.25 per hour. Her job duties included, without limitation, preparing food, cashiering, attending to customers, disposing of trash, and cleaning and maintaining the restaurant premises.

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

NATIONS’ Company-Wide and Uniform Payroll and HR Practices

NATIONS FOODSERVICE, INC. is a California corporation, and NATION’S GIANT HAMBURGERS NO. 2 A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 2 A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS, NO. 5, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 6, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 7, A CALIFORNIA LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 9/NO.8, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 11, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS, NO. 14, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 15, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 19, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 20 A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS, NO. 21/NO. 26, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 22, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 23, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS, NO. 25, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 27, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 28, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 29, A CALIFORNIA LIMITED PARTNERSHIP; NATION’S GIANT HAMBURGERS NO. 30, A CALIFORNIA LIMITED PARTNERSHIP; and NATION’S GIANT HAMBURGERS NO. 31, A CALIFORNIA LIMITED PARTNERSHIP are all California limited partnerships. Together, NATIONS owns and operates a chain of American diners located throughout Northern California. NATIONS has more than 25 Nation’s Giant Hamburgers restaurant locations in California. Upon information and belief, NATIONS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in El Cerrito, California, for all non-exempt, hourly paid

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

employees working for NATIONS in California, including Ms. Villa and other aggrieved employees. At all relevant times, NATIONS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Villa and other aggrieved employees, regardless of its location or position.

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

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

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

NATIONS willfully failed to pay all overtime wages owed to Ms. Villa and other aggrieved employees. During the relevant time period, Ms. Villa 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, NATIONS had, and continues to have, a company-wide policy and/or practice of requiring Ms. Villa and other aggrieved employees to perform tasks off-the-clock before and after their shifts and on their days off, pursuant to NATIONS' written policy requiring employees to "[c]lock in and out no earlier or later than one minute and 30 seconds (plus or minus) outside [their] scheduled start or finish time." For example, 2-3 times per month, when the restaurant was busy, Ms. Villa was required to spend 5-10 minutes prior to the start of her scheduled shift working off-the-clock to assist other employees and attend to customers. As a further example, three (3) times per week, Ms. Villa was instructed to clock out at the end of her scheduled shift and continue working for 10-15 minutes performing inventory or completing other closing duties. Moreover, Ms. Villa and other aggrieved employees were required to respond to their personal cellular phones and complete other work-related tasks on their days off. For example, once per month, Ms. Villa was required to answer phone calls from management outside of her shifts to discuss scheduling changes. As a further example, Ms. Villa was called on her days off and instructed to travel to and unlock the restaurant for other employees, which would take 15 minutes. Additionally, other aggrieved employees were instructed by management to cover shifts at other NATIONS restaurants, but were not compensated for the additional time they spent traveling to and from these locations. Thus, NATIONS failed to track the time Ms. Villa and other aggrieved employees spent working before and after their shifts, responding to phone communications, completing work-related errands, and traveling to other restaurants off-the-clock, and Ms. Villa and other aggrieved employees received no compensation for this time.

Second, NATIONS had, and continues to have, a company-wide policy and/or practice of requiring other aggrieved employees to complete and obtain work-related certifications and trainings off-the-clock. As a condition of continuing their employment with NATIONS, other aggrieved employees were required to obtain specific certifications, such as a California Food Handler Card, but were not paid for this time. For example, other aggrieved employees spent 2-3 hours completing the training for this certification while off the clock. Thus, NATIONS failed to track the time other aggrieved employees spent completing and obtaining mandatory certifications, and other aggrieved employees received no compensation for this time.

Third, on information and belief, NATIONS 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. NATIONS' uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide Ms. Villa 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. NATIONS also had a practice of failing to schedule meal periods, which further caused Ms. Villa 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. Villa 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, 2-3 times per week, Ms. Villa would work through her meal periods entirely, in order to meet customer demand. For the same reason, twice per month, Ms. Villa's supervisor would instruct her to cut short and work through part of her meal period.

Furthermore, upon information and belief, because NATIONS frowned upon employees accruing meal period penalties, NATIONS adjusted employee time records to reflect compliant meal periods, even when they did not receive a compliant meal period, in order to strictly limit meal penalties that NATIONS would otherwise owe. In addition, NATIONS' company-wide timekeeping system prevented Ms. Villa and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system prevented employees from clocking back in from a meal period until 30 minutes had elapsed. Thus, NATIONS' timekeeping system prevented Ms. Villa and other aggrieved employees from recording all hours worked when their meal periods were missed, shortened, and/or interrupted.

Fourth, NATIONS had, and continues to have, a policy and/or practice of requiring that Ms. Villa and other aggrieved employees carry and respond to their personal mobile phone at all times, including during meal periods. As a result, NATIONS' management contacted Ms. Villa and other aggrieved employees on their personal mobile phones during unpaid meal periods to discuss work-related matters. For example, once per month, Ms. Villa was required to answer calls from her supervisor during her meal periods and respond to questions about the operations of the restaurant. NATIONS knew or should have known that Ms. Villa and other aggrieved employees were performing work while off-the-clock in order to meet NATIONS' expectations, but failed to compensate them for this time.

Fifth, NATIONS maintained a company-wide on-premises meal period policy, which mandated that Ms. Villa and other aggrieved employees remain on NATIONS' premises during their meal periods. Because Ms. Villa and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. For example, Ms. Villa was unable to run personal errands, such as returning home to check on her family, because she and other aggrieved employees were unable to leave the work premises. Thus, NATIONS effectively maintained control over Ms. Villa and other aggrieved employees during their meal periods.

NATIONS knew or should have known that as a result of these company-wide practices and/or policies, Ms. Villa and other aggrieved employees were performing assigned duties off-the-clock before and after

their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Villa 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. Villa and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, NATIONS did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, NATIONS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, NATIONS 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, NATIONS failed to pay all overtime wages by paying a lower overtime rate than required.

For example, NATIONS paid other aggrieved employees nondiscretionary bonuses and/or incentive pay, such as an "Employee Referral Bonus." During pay periods that other aggrieved employees were paid overtime wages, on information and belief, NATIONS failed to incorporate these 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, NATIONS paid other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. NATIONS' failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to other aggrieved employees on a company-wide basis.

NATIONS' failure to pay Ms. Villa 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. Villa 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. 5-2001 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").

As stated above, NATIONS required Ms. Villa and other aggrieved employees to perform work off-the-clock, including completing tasks before and after their shifts, responding to phone communications from supervisors, running work-related errands, traveling to cover shifts at other NATIONS restaurants, and/or completing and obtaining work-related certifications and trainings, but did not compensate them for this time. Additionally, as stated above, on information and belief, due to NATIONS' company-wide practice of utilizing labor budgets, assignment of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Ms. Villa and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work during their meal periods, time for which they were not paid.

Moreover, as set forth above, on information and belief, NATIONS systematically failed to pay Ms. Villa and other aggrieved employees for actual hours worked during unpaid meal periods, because these hours

were not always correctly recorded. Furthermore, due to NATIONS' company-wide practice of requiring employees to carry and respond to their personal mobile phones at all times and requiring employees to stay on the work premises during unpaid meal periods, Ms. Villa and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods.

Thus, NATIONS did not pay at least minimum wages for all hours worked by Ms. Villa and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, NATIONS 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, NATIONS regularly failed to pay at least minimum wages to Ms. Villa 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. Villa and other aggrieved employees are 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.

First, as stated above, NATIONS had, and continues to have, a company-wide policy and/or practice of understaffing its locations due to labor budgeting, which, combined with the assignment of heavy workloads and failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Ms. Villa and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, as stated, upon information and belief, because NATIONS frowned upon employees accruing meal period penalties, NATIONS' management would adjust Ms. Villa's and other aggrieved employees' 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 would need to be paid by NATIONS. Furthermore, as stated, NATIONS' company-wide timekeeping system prevented Ms. Villa and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Villa 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 until 30 minutes had elapsed.

Second, as stated above, NATIONS had, and continues to have, a company-wide policy and/or practice of requiring that Ms. Villa and other aggrieved employees carry and respond to their personal mobile phones at all times, including during meal periods. As a result, NATIONS' management would contact Ms. Villa and other aggrieved employees on their personal mobile phones during unpaid meal periods to discuss work-related matters, resulting in interrupted meal periods.

Third, as set forth above, NATIONS maintained a company-wide on-premises meal period policy, which mandated that Ms. Villa and other aggrieved employees remain on NATIONS' premises during their meal periods. Because Ms. Villa and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. For example, as stated, Ms. Villa was unable to run personal errands, such as returning home to check on her family, because she and other aggrieved employees were unable to leave the work premises.

NATIONS' practices and policies prevented Ms. Villa and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Ms. Villa 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. Villa would work through her meal periods 2-3 times per week and would be instructed by her supervisor to cut her meal periods short twice per month in order to meet customer demand. As a further example, once per month, Ms. Villa would not be able to take her meal period until 11:00 p.m. or later, on or after her sixth hour of work.

Additionally, NATIONS did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Villa 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.

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

Furthermore, NATIONS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Villa and/or other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that NATIONS did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, NATIONS did not pay other aggrieved employees at the correct rate of pay for premium wages because NATIONS 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, NATIONS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Villa 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).

First, during the relevant time period, NATIONS regularly failed to authorize and permit Ms. Villa 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, NATIONS’ company-wide practices, including utilizing labor budgets and assigning heavy workloads, prevented Ms. Villa and other aggrieved employees from being relieved of all duty to take their rest periods. Moreover, NATIONS failed to schedule rest periods, which, coupled with NATIONS’ failure to provide adequate rest period coverage, further led to Ms. Villa and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Second, as stated, NATIONS had, and continues to have, a policy and/or practice of requiring that Ms. Villa and other aggrieved employees respond to calls on their personal mobile phones from NATIONS’ management at all times, including during rest periods. For example, Ms. Villa had her rest periods cut short and interrupted by calls from her supervisor regarding the operations of the restaurant.

Third, NATIONS maintained and implemented, on a company-wide basis, a written rest period policy, which mandated that Ms. Villa and other aggrieved employees remain on NATIONS’ premises during their rest periods. NATIONS’ rest period policy provides that employees must “[s]tay in the designated break area (and out of customer areas) during the rest period.” Because Ms. Villa 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, such as running personal errands. Thus, NATIONS effectively maintained control over Ms. Villa and other aggrieved employees during rest periods.

As a result of NATIONS’ practices and policies, Ms. Villa 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. Villa had her rest periods interrupted and cut short 2-3 times per week to assist other employees and attend to customers due to the lack of coverage.

NATIONS 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 NATIONS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, NATIONS did not pay other aggrieved employees at the correct rate of pay for premium wages because NATIONS 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, NATIONS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Villa 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. NATIONS has not provided Ms. Villa 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, NATIONS has knowingly and intentionally provided Ms. Villa and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, NATIONS issued uniform wage statements to Ms. Villa and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, NATIONS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because NATIONS did not record the time Ms. Villa 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), NATIONS did not list the correct amount of gross wages and net wages earned by Ms. Villa and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, NATIONS failed to accurately list the total number of hours worked by Ms. Villa 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).

Furthermore, because NATIONS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, NATIONS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, NATIONS also failed to list the correct amount of net wages in violation of section 226(a)(5). NATIONS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay, in violation of section 226(a)(9).

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

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), NATIONS willfully failed to maintain accurate payroll records for Ms. Villa 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, NATIONS failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Ms. Villa and other aggrieved employees, in violation of section 1198. As stated, NATIONS engaged in a company-wide practice and/or policy of falsifying Ms. Villa’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. Villa and other aggrieved employees. Furthermore, in light of NATIONS’ failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, NATIONS kept no records of meal start and end times for second meal periods.

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

Ms. Villa 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.

NATIONS willfully failed to pay Ms. Villa and other aggrieved employees who are no longer employed by NATIONS the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving NATIONS' employ, in violation of Labor Code section 201, 202, and 203.

Ms. Villa 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 §§ 221 and 224 – Unlawful Deductions

California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

During the relevant time period, NATIONS unlawfully deducted a portion of wages previously paid to Ms. Villa and other aggrieved employees in violation of California Labor Code section 221. NATIONS systematically, and on a company-wide basis, maintained a loss prevention policy that allowed them to improperly deduct wages from Ms. Villa's and other aggrieved employees' pay. Specifically, NATIONS required employees to pay cash out-of-pocket to cover any shortages in the cash register(s) that arose at the close of business, even though such shortages occurred in the usual course of business, as a result of a mistake, accident, or simple negligence rather than dishonesty, willfulness, or gross negligence. For example, on a daily basis, Ms. Villa and other aggrieved employees were instructed by NATIONS' management to cover restaurant-wide cash register shortages of up to \$22. On information and belief, such deductions were not expressly authorized in writing by Ms. Villa and other aggrieved employees.

NATIONS' policy of deducting money from Ms. Villa's and other aggrieved employees' paychecks without their written authorization constitutes an unlawful deduction of wages, in violation of Labor Code sections 221 and 224. Ms. Villa and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 223 – Secret Payment of Lower Wages

California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

During the relevant time period, as stated above, NATIONS willfully and systematically deducted money from Ms. Villa's and other aggrieved employees' wages without their express written authorization,

pursuant to its loss prevention policy, which resulted in a discount in their wages. NATIONS' deduction from its employees' wages resulted in the payment of less than statutorily required wages to Ms. Villa and other aggrieved employees. In doing so, NATIONS acted with the intent to deprive Ms. Villa and other aggrieved employees of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law. Thus, NATIONS paid Ms. Villa and other aggrieved employees lower wages than those they were entitled to while purporting that Ms. Villa and other aggrieved employees were properly paid.

Ms. Villa and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 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, NATIONS scheduled Ms. Villa and other aggrieved employees to work eight (8) or more hours per day and more than six (6) consecutive days in a workweek. For example, NATIONS' management required Ms. Villa to work seven (7) consecutive days during her employment. As a further example, other aggrieved employees were required to work 14 consecutive days due to NATIONS' limited workforce. Because Ms. Villa and 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. Villa and other aggrieved employees may have signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

Thus, NATIONS caused Ms. Villa and other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Ms. Villa 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 § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 13(B) – Failure to Provide Suitable Resting Facilities

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 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(13)(B) provides that “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

NATIONS' California restaurants are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. NATIONS could have provided Ms. Villa and other aggrieved employees with a resting facility within its restaurants, with reasonable or no modification, but instead denied, and continues to deny, employees suitable areas to rest (e.g., a breakroom). As a result, Ms. Villa and other aggrieved employees were forced to adjust to areas not conducive to resting, such as sitting on the ground

or floor on the restaurant premises, or search for facilities outside of the restaurant which are not designated or reserved for their rest, such as their personal vehicles.

NATIONS did not provide Ms. Villa and other aggrieved employees with suitable resting facilities during their work hours, particularly during rest or meal periods. In other words, during the times when Ms. Villa and other aggrieved employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, NATIONS denied them any area within their restaurants to cease work and recover. For example, Ms. Villa and other aggrieved employees were not allowed to sit in the restaurant's dining area near customers during working hours. Moreover, NATIONS did not inform Ms. Villa and other aggrieved employees of their rights to suitable resting facilities under California law.

As a result of NATIONS' company-wide policy and/or practice of denying employees any area to rest within their restaurants and company-wide failure to provide resting facilities in their restaurants, Ms. Villa and other aggrieved employees were forced to adjust to areas not conducive to resting or search for facilities outside their restaurants to cease work and recover. NATIONS' failure to provide suitable resting facilities to Ms. Villa and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, Section 13(B).

Ms. Villa and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring NATIONS into compliance with California's resting facilities requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 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(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that section 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under section 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under section 14(B) during “lulls in operation.” *Id.*

NATIONS' California restaurant locations are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Ms. Villa and other aggrieved employees during lulls in operation. NATIONS could provide Ms. Villa and other aggrieved employees with a seat or stool in its work areas, but instead denies employees seating and forces Ms. Villa and other aggrieved employees to stand throughout the day.

NATIONS did not provide Ms. Villa and other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. Villa and other aggrieved employees engaged in duties in which the nature of the work required standing, NATIONS denied them the use of seats nearby during lulls in their work duties. Moreover, NATIONS did not inform Ms. Villa and other aggrieved employees of their rights to a seat or stool under California law.

As a result of NATIONS' company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Ms. Villa and other aggrieved employees were forced to stand during shifts and denied seats. NATIONS' failure to provide suitable seating to Ms. Villa and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, Section 14(B).

Ms. Villa and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring NATIONS into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 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, NATIONS had a company-wide policy of requiring Ms. Villa and other aggrieved employees to utilize their own personal cellular phones to carry out their job duties, but NATIONS failed to reimburse them for the costs of their work-related cellular phone expenses. As stated, Ms. Villa and other aggrieved employees were required to use their personal cellular phones for work-related tasks, including responding to calls from NATIONS' management at all times. For example, Ms. Villa spent 30-45 minutes per week using her personal cellular phone to discuss matters with her supervisor. Although NATIONS required Ms. Villa and other aggrieved employees to utilize their personal cellular phones to carry out their work-related duties, NATIONS failed to reimburse them for this cost.

Second, NATIONS had a company-wide policy of requiring Ms. Villa 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, Ms. Villa was required to travel 18 miles roundtrip to and from NATIONS' restaurant in Vallejo, California, to retrieve restaurant supplies, such as pie boxes. As a further example, as stated, other aggrieved employees were required to travel to and cover shifts at NATIONS' restaurants in other locations. Although NATIONS required Ms. Villa and other aggrieved employees to use their own personal vehicles or obtain alternate transportation to complete their work-related duties, NATIONS never reimbursed them for their travel expenses.

Third, during the relevant time period, NATIONS, on a company-wide basis, forced Ms. Villa and other aggrieved employees to purchase tools, supplies, and/or equipment that were necessary for the completion of their work-related duties. For example, Ms. Villa was forced to purchase her own strainers, whisks, spoons, and salad bowls in order to cook and prepare food, spending \$20.00 on these items. As a further example, due to COVID-19, from approximately April 2020 until the end of her employment, Ms. Villa was required to spend \$35.00 on face masks to wear at work, because NATIONS required face masks to be worn on its premises but did not provide them to employees. Although NATIONS required Ms. Villa and other aggrieved employees to purchase and use their own tools, supplies, and/or equipment in the performance of their duties, it did not reimburse them for these expenses.

Fourth, NATIONS, on a company-wide basis, required other aggrieved employees to obtain and pay for certain certifications, such as a California Food Handler Card, that were required for their continued employment, as well as associated costs such as training and/or examination fees. NATIONS had a uniform policy of requiring employees to pay for and obtain these certifications within 30 days of hire, if they want to continue their employment with NATIONS. For example, other aggrieved employees complied with this requirement and spent \$15 to obtain this certification. Thus, NATIONS failed to reimburse other aggrieved employees for all of the costs of obtaining these certifications, including training and/or examination fees.

Fifth, NATIONS, on a company-wide basis, expected Ms. Villa and other aggrieved employees to report to work wearing “clean, wrinkle-free, . . . and well-maintained uniforms,” including a uniform shirt and apron embroidered with NATIONS’ logo, while simultaneously failing to provide employees with an adequate number of those uniforms. This forced Ms. Villa and other aggrieved employees to clean their uniforms frequently and incur expenses for doing so. For example, upon being hired, Ms. Villa was only provided one (1) uniform shirt and one (1) uniform apron, despite being scheduled to work five (5) or more days each week. This forced her to spend \$3.00 laundering her uniform after every shift. In addition, due to the nature of their work, Ms. Villa’s and other aggrieved employees’ uniforms would become greasy, stained, and/or acquire an unpleasant odor, and Ms. Villa and other aggrieved employees would be required to wash and clean their uniforms separately and more frequently than they would otherwise, further increasing their overall laundry costs.

NATIONS could have provided Ms. Villa and other aggrieved employees with the actual tools for use on the job, such as company phones, company vehicles, kitchen or cooking utensils, and face masks, as well as an adequate number of uniforms and/or access to laundering services. Or, NATIONS could have reimbursed employees for the costs of their cellular phone; mileage; travel expenses; tool, supply and/or equipment expenses; certification, training, and/or examination fees; and laundering expenses. Instead, NATIONS passed these operating costs off onto Ms. Villa and other aggrieved employees. At all relevant times, Ms. Villa did not earn at least two (2) times the minimum wage.

Thus, NATIONS 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. Villa 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 §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

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

life, safety, and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

NATIONS, on a company-wide basis, failed to provide Ms. Villa and other aggrieved employees with safety devices and safeguards, such as personal protective equipment, including face masks, to keep them safe in the workplace. Despite the fact that NATIONS required Ms. Villa and other aggrieved employees to wear certain personal protective equipment, such as face masks, while engaged in their work-related duties, NATIONS failed to fully provide such reasonably necessary equipment to Ms. Villa and other aggrieved employees to keep them safe.

NATIONS' failure to provide Ms. Villa and other aggrieved employees with safety devices and safeguards for the workplace, including basic personal protective equipment, violates Labor Code sections 6401 and 6403. Ms. Villa and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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

Accordingly, Ms. Villa 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 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Villa, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against NATIONS for violations of California Labor Code sections 201, 202, 203, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401, and 6403.

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

Pre-Litigation Demand

This notice shall further serve as Ms. Villa's reasonable attempt to settle her dispute with NATIONS prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform NATIONS of Ms. Villa's aforementioned grievances and the proposed remedies as detailed below, while affording NATIONS a reasonable opportunity to satisfy Ms. Villa's demands.

Demand is hereby made that NATIONS shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. NATIONS shall pay Ms. Villa and all other aggrieved employees employed by NATIONS at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. NATIONS shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, and provided lawful meal and rest periods.
3. NATIONS shall conduct a survey or interview all current and former aggrieved employees in California who worked for NATIONS in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for cellular phone expenses; mileage; travel expenses; tools, supplies, and/or equipment; certification, training, and examination fees; uniform maintenance; or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. NATIONS shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512, 516, and 1198. NATIONS also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. NATIONS shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for NATIONS' benefit, including, but not limited to, costs of cellular phone expenses; mileage; travel expenses; tools, supplies, and/or equipment; and certification, training, and examination fees; and uniform maintenance, as required by Labor Code section 2802.
6. NATIONS shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. NATIONS shall provide Ms. Villa and all aggrieved employees employed by NATIONS at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. NATIONS shall pay each aggrieved employee unpaid wages and compensation for violations arising from its unlawful loss prevention policy, including unlawful deductions (Labor Code sections 221 and 224) and secret payment of lower wages (Labor Code section 223).
9. NATIONS shall provide all aggrieved employees who worked over thirty (30) hours per week and over six (6) hours per day in a workweek with one day's rest in seven, as required by Labor Code sections 551 and 552.
10. NATIONS shall implement and provide suitable seating and suitable resting facilities to all aggrieved employees.
11. NATIONS shall provide all aggrieved employees with safety devices and safeguards reasonably adequate to render the employment and place of employment safe, pursuant to Labor Code sections 6401 and 6403.

12. NATIONS shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
13. NATIONS shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 225.5, 226.3, 256, 558, 1174.5, 1194.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

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

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

Best Regards,



Julian Quattlebaum

Copy: NATION'S FOOD SERVICE, INC (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 2 A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS, NO. 5, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 6, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 7, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail), A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 9/NO.8, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 11, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS, NO. 14, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 15, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 19, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 20 A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS, NO. 21/NO. 26, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 22, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 23, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS, NO. 25, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 27, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 28, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 29, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 30, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); NATION'S GIANT HAMBURGERS NO. 31, A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail)

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Villa v. Nation's
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one
AW APC
Park East, Ste 1000
CA 90067

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EL CERRITO, CA 94530



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- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
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\$	3.60
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☐ Return Receipt (electronic)	\$
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☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage	
\$	1.63
Total Postage and Fees	
\$	8.08
Sent To	

Street and Apt. No., or P.O. Box No.	
11090 SAN PABLO AVE., SUITE 200	
City, State, ZIP+4®	
EL CERRITO, CA 94530	

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Villa v. Nation's
Giant Hamburgers
Av. 20 A

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C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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| ☐ Adult Signature Required | \$ |
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Postage

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CALIFORNIA LIMITED PARTNERSHIP

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11090 SAN PABLO AVE., #200

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Villa v. Nation's
Giant Hamburgers
No. 2

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one

AW APC

1000
Park East, Ste 1000
CA 90067

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NATION'S GIANT HAMBURGERS NO. 19, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., STE. 200
EL CERRITO, CA 94530



9590 9403 0424 5163 3668 74

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3849

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

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- ☐ Agent
☐ Addressee

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C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
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3. Service Type

- ☐ Adult Signature
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- ☒ Return Receipt (hardcopy) \$ 2.88
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☐ Certified Mail Restricted Delivery \$
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Postage

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Total Postage and Fees

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NATION'S GIANT HAMBURGERS NO. 19, A
CALIFORNIA LIMITED PARTNERSHIP
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Villa v. Nation's
Giant Hamburgers
NO. 19

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one
AW APC
Park East, Ste 1000
CA 90067

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9590 9403 0424 5163 3668 67

2. Article Number (Transfer from service label)

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C. Date of Delivery

D. Is delivery address different from item 1?

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☐ No

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 4594

NATION'S GIANT HAMBURGERS, NO. 5, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVENUE., #200
EL CERRITO, CA 94530

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$3.60

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

☒ Return Receipt (hardcopy) \$2.85☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$1.63

Total Postage and Fees

\$8.08

Sent To

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

City, State, ZIP+4®

NATION'S GIANT HAMBURGERS, NO. 5, A

CALIFORNIA LIMITED PARTNERSHIP

11090 SAN PABLO AVENUE., #200

EL CERRITO, CA 94530

Postmark
Here

Villa v. Nations
Giant Hamburgers,
No 5

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

See Reverse for Instructions

one

AW APC

y Park East, Ste 1000

CA 90067

CERTIFIED MAIL®



7020 1290 0001 8879 4600

one
AW APC
Park East, Ste 1000
CA 90067

NATION'S GIANT HAMBURGERS, NO. 21/NO. 26, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVENUE
EL CERRITO, CA 94530

7020 1290 0001 8879 4600



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:

NATION'S GIANT HAMBURGERS, NO.
21/NO. 26, A CALIFORNIA LIMITED
PARTNERSHIP
11090 SAN PABLO AVENUE
EL CERRITO, CA 94530



9590 9403 0424 5163 3668 50

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4600

PS Form 3811, April 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 (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

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

City, State, ZIP+4®

NATION'S GIANT HAMBURGERS, NO.
21/NO. 26, A CALIFORNIA LIMITED
PARTNERSHIP
11090 SAN PABLO AVENUE
EL CERRITO, CA 94530

Postmark

Here
Villa V. Nation's Giant
Hamburgers, No. 21
No. 26

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

See Reverse for Instructions

CERTIFIED MAIL®



7020 1290 0001 8879 4617

one

LAW APC

1000
Park East, Ste 1000
S. CA 90067

NATION'S GIANT HAMBURGERS NO. 6, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., STE. 200
EL CERRITO, CA 94530



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:

NATION'S GIANT HAMBURGERS NO. 6, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., STE. 200
EL CERRITO, CA 94530



9590 9403 0424 5163 3668 43

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4617

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

NATION'S GIANT HAMBURGERS NO. 6, A

CALIFORNIA LIMITED PARTNERSHIP

Street and Apt. No., **11090 SAN PABLO AVE., STE. 200**

City, State, ZIP+4® **EL CERRITO, CA 94530**

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

See Reverse for Instructions

Postmark
Here

Villa v. Nations Giant
Hamburgers No.6

7020 1290 0001 8879 4617

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:

NATION'S GIANT HAMBURGERS NO. 23, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., SUITE 200
EL CERRITO, CA 94530



9590 9403 0424 5163 3668 36

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4624

PS Form 3811, April 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

CERTIFIED MAIL®



7020 1290 0001 8879 4624

NATION'S GIANT HAMBURGERS NO. 23, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., SUITE 200
EL CERRITO, CA 94530

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

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

OFFICIAL USE

Certified Mail Fee

\$3.60

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

- | | |
|---|--------|
| ☒ Return Receipt (hardcopy) | \$2.85 |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postage \$1.63

Total Postage and Fees

\$8.08

Sent To

Street and Apt. No., or PO Box No.
11090 SAN PABLO AVE., SUITE 200
City, State, ZIP+4®
EL CERRITO, CA 94530

Postmark

Here
Villa v. Nation's
Giant Hamburgers
No. 23

NATION'S GIANT HAMBURGERS NO. 23, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., SUITE 200
EL CERRITO, CA 94530

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

See Reverse for Instructions

one

AW APC

1000
Park East, Ste 1000
CA 90067

7020 1290 0001 8879 4624

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:

NATION'S GIANT HAMBURGERS NO. 7, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., STE. 200
EL CERRITO, CA 94530



9590 9403 0424 5163 3668 29

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3665

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes☐ No

3. Service Type

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

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

Domestic Return Receipt



7020 1290 0001 8879 3665

NATION'S GIANT HAMBURGERS NO. 7, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., STE. 200
EL CERRITO, CA 94530

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

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

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

NATION'S GIANT HAMBURGERS NO. 7, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., STE. 200
EL CERRITO, CA 94530

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

City, State, ZIP+4®

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

See Reverse for Instructions

Postmark

Villa V. Nation's
Giant Hamburgers
No 7

one
AW APC
Park East, Ste 1000
CA 90067



CERTIFIED MAIL®



7020 1290 0001 8879 3672

one
AW APC
y Park East, Ste 1000
CA 90067

NATION'S GIANT HAMBURGERS NO. 27, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., #200
EL CERRITO, CA 94530



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:

NATION'S GIANT HAMBURGERS NO. 27, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., #200
EL CERRITO, CA 94530



9590 9403 0424 5163 3668 12

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3672

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

Street and Apt. No., or PO Box No.
City, State, ZIP+4®
NATION'S GIANT HAMBURGERS NO. 27, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., #200
EL CERRITO, CA 94530

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

See Reverse for Instructions

Postmark

Villa v. Nation's
Giant Hamburgers
No. 27

one
LAW APC
Park East, Ste 1000
CA 90067

CERTIFIED MAIL®



7020 1290 0001 8879 3689

NATION'S GIANT HAMBURGERS NO. 9/NO.8, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., STE. 200
EL CERRITO CA 94530



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:
NATION'S GIANT HAMBURGERS NO.
9/NO.8, A CALIFORNIA LIMITED
PARTNERSHIP
11090 SAN PABLO AVE., STE. 200
EL CERRITO CA 94530



9590 9403 0424 5163 3668 05

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3689

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

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

City, State, ZIP+4®

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

Postmark
Here

Villa v. Nation's Giant
Hamburgers No. 9/
No. 8

NATION'S GIANT HAMBURGERS NO.
9/NO.8, A CALIFORNIA LIMITED
PARTNERSHIP
11090 SAN PABLO AVE., STE. 200
EL CERRITO CA 94530

See Reverse for Instructions

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:

NATION'S GIANT HAMBURGERS NO. 28, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO, CA 94530



9590 9403 0424 5163 3667 99

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3696

PS Form 3811, April 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

CERTIFIED MAIL®



7020 1290 0001 8879 3696

NATION'S GIANT HAMBURGERS NO. 28, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO, CA 94530

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- | | |
|---|---------|
| ☒ Return Receipt (hardcopy) | \$ 2.85 |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

NATION'S GIANT HAMBURGERS NO. 28, A
 CALIFORNIA LIMITED PARTNERSHIP

Street and Apt. No. 11090 SAN PABLO AVE

City, State, ZIP+4® EL CERRITO, CA 94530

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

See Reverse for Instructions

Postmark

Here
 Villa v. Nation's
 Giant Hamburgers
 No 28

one
 AW APC
 y Park East, Ste 1000
 CA 90067

CERTIFIED MAIL®



7020 1290 0001 8879 3702

one
AW APC
Park East, Ste 1000
CA 90067

NATION'S GIANT HAMBURGERS NO. 11, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO, CA 94530



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:

NATION'S GIANT HAMBURGERS NO. 11, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO, CA 94530



9590 9403 0424 5163 3667 82

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3702

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

Street and Apt. No., or P.O. Box No.
City, State, ZIP+4®

NATION'S GIANT HAMBURGERS NO. 11, A
CALIFORNIA LIMITED PARTNERSHIP

11090 SAN PABLO AVE

EL CERRITO, CA 94530

Postmark

Villa v. Nation's
Giant Hamburgers
No 11

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

See Reverse for Instructions

CERTIFIED MAIL®



7020 1290 0001 8879 3894

one
AW APC
y Park East, Ste 1000
CA 90067

NATION'S GIANT HAMBURGERS NO. 29, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO CA 94530

7020 1290 0001 8879 3894



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:

NATION'S GIANT HAMBURGERS NO. 29, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO CA 94530



9590 9403 0424 5163 3667 75

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3894

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

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

City, State, ZIP+4®

NATION'S GIANT HAMBURGERS NO. 29,
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO CA 94530

Postmark
Here

Villa v. Nations
Giant Hamburgers
No 29

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

See Reverse for Instructions

CERTIFIED MAIL®



7020 1290 0001 8879 3719

one
AW APC
Park East, Ste 1000
CA 90067

NATION'S GIANT HAMBURGERS, NO. 14, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO CA 94530



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:

NATION'S GIANT HAMBURGERS, NO. 14,
A CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO CA 94530



9590 9403 0424 5163 3667 68

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3719

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

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

City, State, ZIP+4®

NATION'S GIANT HAMBURGERS, NO. 14,
A CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO CA 94530

Postmark

Here
Villa v. Nation's
Giant Hamburgers,
No 14

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

See Reverse for Instructions

7020 1290 0001 8879 3719

CERTIFIED MAIL®



7020 1290 0001 8879 3887

one
AW APC
y Park East, Ste 1000
CA 90067

NATION'S GIANT HAMBURGERS NO. 30, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO, CA 94530



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:

NATION'S GIANT HAMBURGERS NO. 30, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO, CA 94530



9590 9403 0424 5163 3667 51

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3887

PS Form 3811, April 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

7020 1290 0001 8879 3887

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage
\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

NATION'S GIANT HAMBURGERS NO. 30, A

CALIFORNIA LIMITED PARTNERSHIP

Street and Apt. No., P.O. Box, or R.F.D.
11090 SAN PABLO AVE

City, State, ZIP+4®
EL CERRITO, CA 94530

Postmark
Here

Villa v. Nation's Giant
Hamburgers No. 30

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

See Reverse for Instructions

one
LAW APC
1000
Park East, Ste 1000
CA 90067



7020 1290 0001 8879 3870

NATION'S GIANT HAMBURGERS NO. 15, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., ST. 200
EL CERRITO, CA 94530

7020 1290 0001 8879 3870

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$3.60	Postmark Here Villa v. Nation's Giant Hamburgers No. 15
Extra Services & Fees (check box, add fees as appropriate)	
☒ Return Receipt (hardcopy) \$2.85	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$1.63	
Total Postage and Fees \$8.08	
Sent To NATION'S GIANT HAMBURGERS NO. 15, A CALIFORNIA LIMITED PARTNERSHIP Street and Apt. No., or PO Box No. 11090 SAN PABLO AVE., ST. 200 City, State, ZIP+4® EL CERRITO, CA 94530	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



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:
NATION'S GIANT HAMBURGERS NO. 15, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE., ST. 200
EL CERRITO, CA 94530



9590 9403 0424 5163 3667 44

2. Article Number (Transfer from service label)
7020 1290 0001 8879 3870

PS Form 3811, April 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

CERTIFIED MAIL®



7020 1290 0001 8879 3863

one
AW_{APC}
Park East, Ste 1000
CA 90067

NATION'S GIANT HAMBURGERS NO. 31, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE STE 200
EL CERRITO, CA 94530

7020 1290 0001 8879 3863



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:

NATION'S GIANT HAMBURGERS NO. 31, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE STE 200
EL CERRITO, CA 94530



9590 9403 0424 5163 3667 37

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3863

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

Street and Apt. No., or P.O. Box No.

City, State, ZIP+4®

NATION'S GIANT HAMBURGERS NO. 31, A

CALIFORNIA LIMITED PARTNERSHIP

11090 SAN PABLO AVE STE 200

EL CERRITO, CA 94530

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

See Reverse for Instructions

Postmark

Villa v. Nation's
Grant Hamburgers
No 31

CERTIFIED MAIL®



7020 1290 0001 8879 3856

one
LAW APC
Park East, Ste 1000
CA 90067

NATION'S GIANT HAMBURGERS NO. 22, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVENUE, STE. 200
EL CERRITO, CA 94530



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:

NATION'S GIANT HAMBURGERS NO. 22, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVENUE, STE. 200
EL CERRITO, CA 94530



9590 9403 0424 5163 3667 20

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3856

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

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

City, State, ZIP+4®

NATION'S GIANT HAMBURGERS NO. 22, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVENUE, STE. 200
EL CERRITO, CA 94530

Postmark
Here

Villa v. Nation's
Giant Hamburgers
No. 22

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

See Reverse for Instructions

7020 1290 0001 8879 3856

CERTIFIED MAIL®



7020 1290 0001 8879 4563

one
AW APC
y Park East, Ste 1000
CA 90067

NATION'S GIANT HAMBURGERS, NO. 25, A
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVENUE
EL CERRITO, CA 94530

7020 1290 0001 8879 4563

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ 3.60	Postmark Here Villa v. Nations Grant Hamburgers, No 25
Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ 2.85	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$ 1.63	
Total Postage and Fees \$ 8.08	
Sent To NATION'S GIANT HAMBURGERS, NO. 25, A CALIFORNIA LIMITED PARTNERSHIP 11090 SAN PABLO AVENUE EL CERRITO, CA 94530	
Street and Apt. No., or P.O. Box No. City, State, ZIP+4®	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



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:

NATION'S GIANT HAMBURGERS, NO. 25,
A CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVENUE
EL CERRITO, CA 94530



9590 9403 0424 5163 3667 13

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4563

PS Form 3811, April 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

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:

NATION'S GIANT HAMBURGERS NO. 29,
CALIFORNIA LIMITED PARTNERSHIP
11090 SAN PABLO AVE
EL CERRITO CA 94530



9590 9403 0424 5163 3667 75

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3894

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

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

Domestic Return Receipt