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June 17, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/310>)

Subject: *Joss Harris v. ISP2, Inc., et al.*
LWDA Case No. LWDA-CM-828928-21 – AMENDED NOTICE

Dear PAGA Administrator:

This office represents Joss Harris in connection with his claims under the California Labor Code. Mr. Harris was an employee of ISP2, INC.; ISP2 SAN RAMON, INC.; ISP2 BAKERSFIELD, INC.; ISP2 BAKERSFIELD MARKETPLACE, INC.; ISP2 BURBANK, INC.; ISP2 BURLINGAME, INC.; ISP2 CHINO, INC.; ISP2 DANVILLE INC.; ISP2 DAVIS, INC.; ISP2 DEL MAR, LLC; ISP2 DUBLIN, INC.; ISP2 EMERYVILLE, INC.; ISP2 FOUNTAIN VALLEY, INC.; ISP2 FRESNO, INC.; ISP2 FRESNO 2, INC.; ISP2 HAYWARD, INC.; ISP2 HILLSDALE, INC.; ISP2 LONG BEACH, INC.; ISP2 MANHATTAN BEACH, LLC; ISP2 MODESTO, INC.; ISP2 MONTEREY, INC.; ISP2 MOUNTAIN VIEW, INC.; ISP2 NEWPORT BEACH, INC.; ISP2 NORCAL, LLC; ISP2 NORTHRIDGE, INC.; ISP2 OAKLAND, INC.; ISP2 ROCKRIDGE, INC.; ISP2 SACRAMENTO, INC.; ISP2 SALINAS INC.; ISP2 SAN DIEGO, INC.; ISP2 SAN JOSE D/T INC.; ISP2 SAN LUIS OBISPO, INC.; ISP2 SANTA CLARA INC.; ISP2 SANTA CRUZ, INC.; ISP2 SANTANA ROW, INC.; ISP2 SAP, INC.; ISP2 SERRAMONTE, INC.; ISP2 SF, INC.; ISP2 SHATTUCK, INC.; ISP2 SKYPORT, INC.; ISP2 STOCKTON, INC.; ISP2 STONESTOWN, INC.; ISP2 SUNNYVALE, INC.; ISP2 THE PLANT, INC.; ISP2 THE WILLOWS, INC.; ISP2 TURLOCK, INC.; ISP2 TUSTIN, INC.; ISP2 VACAVILLE, INC.; ISP2 VALLEJO, INC.; ISP2 WALNUT CREEK, INC.; and/or ISP2 WESTGATE, INC. For the purpose of this letter, Mr. Harris collectively refers to these entities as “IKES.” We previously provided notice of Mr. Harris’s claims to the California Labor and Workforce Development Agency (“LWDA”) on April 9, 2021, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). The LWDA did not respond to Mr. Harris’s April 9, 2021 notice within 65 days and Mr. Harris proceeded with filing his complaint in Contra Costa County Superior Court. Mr. Harris intends to add ISP2 BURBANK, INC.; ISP2 DAVIS, INC.; ISP2 DEL MAR, LLC; ISP2 MANHATTAN BEACH, LLC; ISP2 NORCAL, LLC; and ISP2 SF, INC. as additional defendants in the pending action.

The employers may be contacted directly at the addresses below:

ISP2, INC.
1210 BASCOM AVE
SAN JOSE CA 95128

ISP2 SAN RAMON, INC.
3101 CROW CANYON PLACE
SAN RAMON CA 94583

ISP2 BAKERSFIELD, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 BAKERSFIELD
MARKETPLACE, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 BURBANK, INC.
302 N SAN FERNANDO BLVD
BURBANK CA 91502

ISP2 BURLINGAME, INC.
1400 HOWARD AVE
BURLINGAME CA 94010

ISP2 CHINO, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 DANVILLE INC.
1750 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 DAVIS, INC.
1950 E 220TH SUITE 301
CARSON CA 90810

ISP2 DEL MAR, LLC
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 DUBLIN, INC.
4930 DUBLIN BLVD. SUITE 900
DUBLIN CA 94568

ISP2 EMERYVILLE, INC.
2549 EASTBLUFF DR, SUITE A
NEWPORT BEACH CA 92660

ISP2 FOUNTAIN VALLEY, INC.
18529 BROOKHURST STREET
FOUNTAIN VALLEY CA 92708

ISP2 FRESNO, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 FRESNO 2, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 HAYWARD, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 HILLSDALE, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 LONG BEACH, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 MANHATTAN BEACH, LLC
1950 E 220TH ST., STE 301
LONG BEACH CA 90810

ISP2 MODESTO, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 MONTEREY, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 MOUNTAIN VIEW, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 NEWPORT BEACH, INC.
4221 MACARTHUR BLVD
NEWPORT BEACH CA 92660

ISP2 NORCAL, LLC
1950 E 220TH ST., STE 301
LONG BEACH CA 90810

ISP2 NORTHRIDGE, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 OAKLAND, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 ROCKRIDGE, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 SACRAMENTO, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 SALINAS INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 SAN DIEGO, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 SAN JOSE D/T INC.
5745 PACIFIC COAST
HIGHWAY #4901
LONG BEACH CA 90803

ISP2 SAN LUIS OBISPO, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 SANTA CLARA INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 SANTA CRUZ, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 SANTANA ROW, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 SAP, INC.
2384 SUNRISE DR
SAN JOSE CA 95124

ISP2 SERRAMONTE, INC.
1950 E 220TH ST, SUITE 301
CARSON CA 90810

ISP2 SF, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 SHATTUCK, INC.
2172 SHATTUCK AVENUE
BERKELEY CA 94704

ISP2 SKYPORT, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 STOCKTON, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 STONESTOWN, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 SUNNYVALE, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 THE PLANT, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 THE WILLOWS, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 TURLOCK, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 TUSTIN, INC.
2487 PARK AVENUE
TUSTIN CA 92782

ISP2 VACAVILLE, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 VALLEJO, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

ISP2 WALNUT CREEK, INC.
1159 LOCUST STREET
WALNUT CREEK CA 94596

ISP2 WESTGATE, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

Mr. Harris 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"). Mr. Harris seeks relief on behalf of himself, the State of California, and other persons who are or were employed by IKES 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.

IKES employed Mr. Harris as an hourly paid, non-exempt employee from approximately February 2018 to August 2020. Mr. Harris worked for IKES as a Crew Member at its restaurant location in San Ramon, California. During his employment, Mr. Harris typically worked five (5) to six (6) hours or more per day, and five (5) days per week. At the time his employment ended, Mr. Harris was compensated approximately \$15.00 per hour. His job duties included, without limitation, taking customer orders, processing transactions, preparing food, ordering inventory for food and supplies, and cleaning the premises.

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

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

ISP2, INC.; ISP2 SAN RAMON, INC.; ISP2 BAKERSFIELD, INC.; ISP2 BAKERSFIELD MARKETPLACE, INC.; ISP2 BURBANK, INC.; ISP2 BURLINGAME, INC.; ISP2 CHINO, INC.; ISP2 DANVILLE INC.; ISP2 DAVIS, INC.; ISP2 DUBLIN, INC.; ISP2 EMERYVILLE, INC.; ISP2 FOUNTAIN VALLEY, INC.; ISP2 FRESNO, INC.; ISP2 FRESNO 2, INC.; ISP2 HAYWARD, INC.; ISP2 HILLSDALE, INC.; ISP2 LONG BEACH, INC.; ISP2 MODESTO, INC.; ISP2 MONTEREY, INC.; ISP2 MOUNTAIN VIEW, INC.; ISP2 NEWPORT BEACH, INC.; ISP2 NORTHRIDGE, INC.; ISP2 OAKLAND, INC.; ISP2 ROCKRIDGE, INC.; ISP2 SACRAMENTO, INC.; ISP2 SALINAS INC.; ISP2 SAN DIEGO, INC.; ISP2 SAN JOSE D/T INC.; ISP2 SAN LUIS OBISPO, INC.; ISP2 SANTA CLARA INC.; ISP2 SANTA CRUZ, INC.; ISP2 SANTANA ROW, INC.; ISP2 SAP, INC.; ISP2 SERRAMONTE, INC.; ISP2 SF, INC.; ISP2 SHATTUCK, INC.; ISP2 SKYPORT, INC.; ISP2 STOCKTON, INC.; ISP2 STONESTOWN, INC.; ISP2

¹ These facts, theories, and claims are based on Mr. Harris's experience and counsel's review of those records currently available relating to Mr. Harris'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, Mr. Harris reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

SUNNYVALE, INC.; ISP2 THE PLANT, INC.; ISP2 THE WILLOWS, INC.; ISP2 TURLOCK, INC.; ISP2 TUSTIN, INC.; ISP2 VACAVILLE, INC.; ISP2 VALLEJO, INC.; ISP2 WALNUT CREEK, INC.; and ISP2 WESTGATE, INC. are California corporations. ISP2 DEL MAR, LLC and ISP2 MANHATTAN BEACH, LLC are California limited liability companies, while ISP2 NORCAL, LLC is a Delaware limited liability company. IKES owns, operates, and franchises Ike's Love & Sandwich restaurants throughout at the United States, with at least 46 restaurant locations in California. Upon information and belief, IKES maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Jose or Carson, California for all non-exempt, hourly paid employees working for IKES in California, including Mr. Harris and other aggrieved employees. At all relevant times, IKES issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Harris and other aggrieved employees, regardless of their location or position.

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

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.

During the relevant time period, IKES had, and continues to have, a company-wide policy of strictly staffing its locations based on the labor hours allocated by each location's labor or payroll budget set by corporate. This practice of labor budgeting, combined with the assignment of heavy workloads, has resulted in, and continues to result in, chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload. Thus, Mr. Harris and other aggrieved employees were prevented from taking all timely, uninterrupted meal periods to which they were entitled. In addition, IKES implemented a timekeeping system that locked out Mr. Harris and other aggrieved employees and prevented them from clocking in early before the end of their 30-minute meal period. As a result of IKES's timekeeping system, Mr. Harris and other aggrieved employees were prevented from accurately recording when they had to return early from a meal period so that they could be compensated for that time. Further, on information and belief, because IKES frowned upon employees accruing meal period penalties, IKES's management would adjust Mr. Harris's and other aggrieved employees' time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by IKES.

As a result, Mr. Harris and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted or cut short, and/or had to forgo their meal periods altogether. For example, Mr. Harris missed meal periods up to three (3) times per week, and his meal periods were interrupted twice per week, due to the workload, customer demand, and lack of coverage. Additionally, approximately 2-3 times per month, Mr. Harris would be unable to take his meal period until more than five (5) hours into his shift because the restaurant was busy and he did not have coverage.

Moreover, IKES 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. Mr. Harris 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.

Additionally, IKES had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. IKES took the position that non-exempt, hourly paid employees had waived their rights to first meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Specifically, IKES's "Meal Period Waiver Form" provides that the waiver remains in effect until the employee provides IKES with written notice of his or her decision to revoke. IKES's company-wide use of blanket meal period waivers signed at or near the time of hire and imposition on employees to revoke the waivers in writing, discouraged and impeded Mr. Harris and other aggrieved employees from taking all meal periods to which they were entitled.

IKES knew or should have known that as a result of its company-wide policies and/or practices, that Mr. Harris and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. IKES further knew or should have known that it did not pay Mr. Harris and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted.

Furthermore, IKES engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Harris and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that IKES did pay meal period premiums to other aggrieved employees, it did so at the incorrect rates. In addition to an hourly wage, IKES paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, because IKES 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, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premiums.

Accordingly, IKES failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Harris and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

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

During the relevant time period, IKES regularly failed to authorize and permit Mr. Harris 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, IKES’s company-wide labor budget policies and resultant understaffing, heavy workload, and lack of coverage prevented Mr. Harris and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. IKES also failed to schedule rest periods, which, coupled with IKES’s failure to provide adequate rest period coverage, further led to Mr. Harris and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, IKES maintained a company-wide on-premises rest period policy, which mandated that Mr. Harris and/or other aggrieved employees remain on IKES’s premises during their rest periods. Because Mr. Harris and/or 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, IKES effectively maintained control over Mr. Harris and/or other aggrieved employees during rest periods.

As a result of IKES’s practices and policies, Mr. Harris 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, during his employment, Mr. Harris missed at least two (2) rest periods per week due to the heavy workload and lack of coverage. In addition, during his employment, his rest periods were sometimes cut short by supervisors and co-workers asking for his assistance with work-related matters, such as attending to customers.

IKES also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Harris and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that IKES did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, IKES did not pay other aggrieved employees at the correct rate of pay for premiums because IKES 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, IKES failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Harris 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 §§ 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.

IKES willfully failed to pay all overtime wages owed to Mr. Harris and other aggrieved employees. During the relevant time period, Mr. Harris 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, as stated, IKES had, and continues to have, a company-wide policy of understaffing its locations due to labor budgeting, which, combined with the assignment of heavy workloads and its failure to schedule meal periods, has resulted in, and continues to result in, a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload. As a result, Mr. Harris and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Harris missed meal periods up to three (3) times per week, and his meal periods were interrupted twice per week, due to the workload, customer demand, and lack of coverage.

In addition, as stated, IKES's company-wide timekeeping system further prevented Mr. Harris and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Harris and other aggrieved employees once they clocked out for a meal period and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Further, as stated, on information and belief, because IKES frowned upon employees accruing meal period penalties, IKES's management would adjust Mr. Harris's and other aggrieved employees' time records to reflect compliant meal periods, regardless of whether they had actually received a compliant meal period, in order to strictly limit meal penalties that IKES would otherwise owe. Consequently, Mr. Harris and other aggrieved employees performed work during meal periods for which they were not paid.

Second, during the relevant period, IKES had, and continues to have, a company-wide policy and/or practice of requiring employees to complete work-related tasks while off-the-clock. For example, at least once per week, for up to 30 minutes per instance, Mr. Harris was required to continue performing work duties after he clocked out, because the restaurant was busy and short-staffed. Additionally, IKES required employees with food handling duties to obtain California Food Handler Cards, which led to employees completing online food safety training and testing from home, on their off-days, or during their unpaid meal periods, but did not compensate them for this time. For example, Mr. Harris and/or other aggrieved employees spent up to two (2) hours completing mandatory food safety training, but were not paid by IKES for this time.

Third, IKES had a company-wide security policy requiring employees to leave the restaurant premises in pairs. On information and belief, after clocking out at the end of their shifts, other aggrieved employees were required to wait for each other before they could leave IKES premises together. As a result of these security policies and/or practices, other aggrieved employees were subject to IKES's control after they had clocked out for their shifts, but were not compensated for this time.

IKES knew or should have known that, as a result of these company-wide practices and/or policies, Mr. Harris and/or other aggrieved employees were performing their assigned duties off-the-clock and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Harris and/or other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Harris and/or other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, IKES did not pay other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. IKES 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, IKES failed to pay all overtime wages by paying a lower overtime rate than required.

IKES's failure to pay Mr. Harris 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. Mr.

Harris 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 IWC Wage Order 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 set forth above, due to IKES's company-wide practice of utilizing labor budgets, assignment of heavy workloads, subsequent lack of meal period coverage, and failure to schedule meal periods, Mr. Harris and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Moreover, as described above, IKES's timekeeping system did not permit Mr. Harris and other aggrieved employees to clock back in early when their meal periods were interrupted or cut short. In addition, as set forth above, in order to prevent employees from accruing meal period penalties, upon information and belief, IKES's management adjusted employee time records to reflect compliant meal periods, but required them to continue working, time for which they were not paid. Thus, IKES systematically failed to pay Mr. Harris and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded. As also stated, IKES required Mr. Harris and other aggrieved employees to perform work off-the-clock, including performing post-shift duties, completing required online trainings, and waiting for other employees to complete closing duties to leave the restaurant premises in pairs.

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

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

Violation of California Labor Code §§ 226(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. IKES has not provided Mr. Harris and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, IKES has knowingly and intentionally provided Mr. Harris and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, IKES issued uniform wage statements to Mr. Harris and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all

applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, IKES violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because IKES did not record the time Mr. Harris 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), IKES did not list the correct amount of gross wages and net wages earned by Mr. Harris and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, IKES failed to accurately list the total number of hours worked by Mr. Harris and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because IKES did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, IKES did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). IKES 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).

Third, and separate from these violations, IKES issued uniform wage statements to Mr. Harris and other aggrieved employees that fail to list the correct address of the legal entity of the actual employer in violation of Labor Code section 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, obtain unemployment benefits, etc. Mr. Harris's wage statements list the entity "ISP2 SAN RAMON, INC." at the address "1769 HILLSDALE AVE STE 24069, SAN JOSE, CA 95154," but, according to the California Secretary of State's website, there is no such entity by that name at that address. Instead, the entity "ISP2 SAN RAMON, INC." is listed on the California Secretary of State's website with a different address, 3101 CROW CANYON PLACE, SAN RAMON CA 94583. *See example wage statement below.*

ISP2 SAN RAMON, INC.
1769 HILLSDALE AVE
STE 24069
SAN JOSE, CA 95154

Period Beginning Date: 07/05/2020
Period Ending Date: 08/03/2020
Pay Date: 08/07/2020

JOE HARRIS

SSN: [REDACTED]

	Gross Pay	Deductions	Net Pay/Net Check
	\$330.45	\$99.88	\$230.57

Hours and Earnings		
Description	Hours	Rate
Regular Earnings	24.63	\$13.42
Misc	2.00	\$0.00
Total Hrs Worked: 24.63		

Taxes	
Description	This Period
Federal Income Tax	\$5.32
Social Security Tax	\$24.77
Medicare Tax	\$5.19
CA SUISS	\$3.80

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid;

and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), IKES willfully failed to maintain accurate payroll records for Mr. Harris 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, IKES failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Mr. Harris and other aggrieved employees, in violation of section 1198. As stated, IKES engaged in a company-wide practice and/or policy of falsifying Mr. Harris’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 Mr. Harris and other aggrieved employees. Furthermore, in light of IKES’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, IKES kept no records of meal start and end times for second meal periods.

Because IKES failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Harris 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, Mr. Harris 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.

Mr. Harris 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, IKES failed to pay Mr. Harris and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Mr. Harris 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.

IKES willfully failed to pay Mr. Harris and other aggrieved employees who are no longer employed by IKES all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving IKES's employ in violation of California Labor Code sections 201, 202, and 203.

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

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

California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

IKES violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5), because IKES failed to pay Mr. Harris and other aggrieved employees reporting time pay when they reported to work for their scheduled shifts, but were put to work for less than half of the regular schedule. IKES had a company-wide practice of sending Mr. Harris and other aggrieved employees home early from their shifts, including before they had worked at least half of their regular shift, but would not pay Mr. Harris and other aggrieved employees for half of their scheduled shift. For example, at least once per month, Mr. Harris reported to work for his scheduled shift, but was sent home by IKES's management within the first two hours after clocking in because business was slow. Although Mr. Harris and other aggrieved employees reported to work based on the schedule that IKES provided to them, IKES would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay. Accordingly, Mr.

Harris and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198.

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

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 4(C) – Failure to Pay Split-Shift Premiums

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

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

IKES willfully violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(4)(C), because IKES failed to pay other aggrieved employees a split-shift premium when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour. Accordingly, IKES required other aggrieved employees to work split shifts but failed to pay them an additional hour at minimum wage, in violation of California Labor Code section 1198.

IKES's failure to provide other aggrieved employees with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour, violates California Labor Code section 1198 and California Code of Regulations Title 8, Section 11050(4)(C). Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

First, during the relevant time period, IKES, on a company-wide basis, required that Mr. Harris and other aggrieved employees use their own personal cellular phones and/or cellular data to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. For example, Mr. Harris and other aggrieved employees were required to communicate with management regarding work-related matters on their personal cellular phones, such as documenting restaurant inventory. Although IKES required Mr. Harris and other aggrieved employees to utilize their personal cellular phones and/or cellular data to carry out their work-related responsibilities, IKES failed to fully reimburse them for this cost.

Second, IKES had a company-wide policy of requiring Mr. Harris and other aggrieved employees to utilize their own personal vehicles for work purposes, but failed to reimburse them for all costs of travel, including mileage. For example, Mr. Harris and/or other aggrieved employees were sometimes required to pick up supplies and ingredients from other restaurant locations or make bank drops using their personal vehicles. Although IKES required Mr. Harris and other aggrieved employees to use their own vehicles to carry out their work-related responsibilities, IKES never reimbursed them for their travel expenses.

Third, IKES, on a company-wide basis, required Mr. Harris and other aggrieved employees to report to work wearing clean and presentable uniforms, which forced Mr. Harris and other aggrieved employees to clean their uniforms frequently and incur expenses for doing so. In addition, IKES failed to provide Mr. Harris and other aggrieved employees with an adequate number of uniforms, which further caused employees to incur regular laundering expenses. For example, Mr. Harris was given only four (4) uniform shirts when scheduled to work five (5) or more days per week, and was therefore required to wash these uniforms more regularly than his other clothing to ensure that they were clean prior to each shift.

Fourth, IKES, on a company-wide basis, required Mr. Harris and/or other aggrieved employees to obtain and pay for certain licenses, such as food handler's permits, that were required for their employment, as well as associated costs such as training and/or examination fees. For example, employees with food handling duties were required to obtain a California Food Handler Card, but, on information and belief, IKES did not reimburse them for the costs of obtaining the certification or license. Thus, IKES failed to reimburse Mr. Harris and/or other aggrieved employees for all of the costs of obtaining these certifications or licenses, including any training and/or examination fees.

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

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

Accordingly, Mr. Harris seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Harris, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against IKES for violations of California Labor Code sections

201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

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

Michelle Kennedy
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 712-8146

Best Regards,

A handwritten signature in black ink, appearing to read 'Michelle Kennedy', with a stylized, flowing script.

Michelle Kennedy

Copy: ISP2 BURBANK, INC. (via U.S. Certified Mail); ISP2 DAVIS, INC. (via U.S. Certified Mail); ISP2 DEL MAR, LLC (via U.S. Certified Mail); ISP2 MANHATTAN BEACH, LLC (via U.S. Certified Mail); ISP2 NORCAL, LLC (via U.S. Certified Mail); ISP2 SF, INC. (via U.S. Certified Mail)



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BURBANK CA 91502



9590 9402 5816 0034 8454 44

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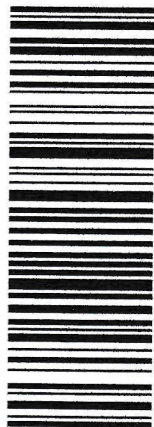
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| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

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BURBANK CA 91502

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Harris V. ISP2
Burbank, Inc.
(Amended)

tone

LAW APC

ury Park East, Ste 1000
s, CA 90067



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ISP2 DAVIS, INC.
1950 E 220TH SUITE 301
CARSON CA 90810



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2. Article Number (Transfer from service label)

7020 1290 0001 8879 4174

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

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B. Received by (Printed Name)

C. Date of Delivery

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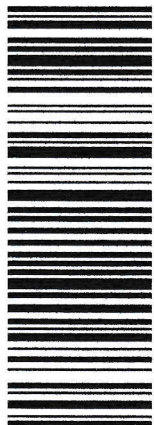
3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
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☐ Collect on Delivery Restricted Delivery
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7020 1290 0001 8879 4174

ISP2 DAVIS, INC.
1950 E 220TH SUITE 301
CARSON CA 90810

one

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y Park East, Ste 1000
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Postage

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1950 E 220TH SUITE 301

City, State, ZIP+4®

CARSON CA 90810

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Ham's V. ISP2
Davis, Inc.
C. Amenlet



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ISP2 DEL MAR, LLC
1950 E 220TH ST SUITE 301
CARSON CA 90810



9590 9402 5816 0034 8454 20

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4181

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- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

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Total Postage and Fees

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Arris v. ISP2
Del Mar, LLC
Amended

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

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AW APC

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y Park East, Ste 1000
CA 90067



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1. Article Addressed to:

ISP2 MANHATTAN BEACH, LLC
1950 E 220TH ST., STE 301
LONG BEACH CA 90810



9590 9402 5816 0034 8454 13

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4198

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

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☐ Addressee

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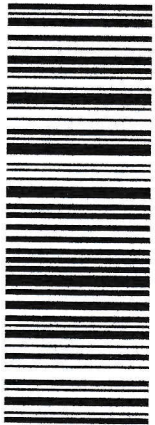
C. Date of Delivery

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

3. Service Type

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|--|---|
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| ☒ 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) | |

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7020 1290 0001 8879 4198

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\$ 3.60

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

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|---|---------|
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| ☐ 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

ISP2 MANHATTAN BEACH, LLC

Street and Apt. No. 1950 E 220TH ST., STE 301

City, State, ZIP+4® LONG BEACH CA 90810

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

See Reverse for Instructions

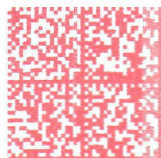
Postmark
Here

Harris v. ISP2
Manhattan Beach,
LLC (Amended)

7020 1290 0001 8879 4198

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

UNITED STATES POSTAGE
 PITNEY BOWES
 \$008.08
 02 1P
 0000666553 JUN 07 2021
 MAILED FROM ZIP CODE 90067



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

ISP2 NORCAL, LLC
 1950 E 220TH ST., STE 301
 LONG BEACH CA 90810



9590 9402 5816 0034 8454 06

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4204

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 4204

ISP2 NORCAL, LLC
 1950 E 220TH ST., STE 301
 LONG BEACH CA 90810

**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 fees as appropriate)	
☒ Return Receipt (hardcopy)	\$ 2.18
☐ 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	ISP2 NORCAL, LLC
Street and Apt. No., P.O. Box, or other address	1950 E 220TH ST., STE 301
City, State, ZIP+4®	LONG BEACH CA 90810

Postmark
 Here

Harris v. ISP2
 Norcal, LLC
 (Amended)

7020 1290 0001 8879 4204

one
 LAW APC
 1950 E 220TH ST., STE 301
 LONG BEACH, CA 90810

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:

ISP2 SF, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810



9590 9402 5816 0034 8453 90

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4211

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

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

X

- ☐ Agent
- ☐ Addressee

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

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 4211

ISP2 SF, INC.
1950 E 220TH ST SUITE 301
CARSON CA 90810

**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

ISP2 SF, INC.

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

1950 E 220TH ST SUITE 301

City, State, ZIP+4®

CARSON CA 90810

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

See Reverse for Instructions

Postmark
Here

Harris v. ISP2
SF, Inc.
(Amended)

Stone

LAW APC

1000
Park East, Ste 1000
Carson, CA 90067