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FILED
AUG 30 2021

K. BIERKE, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

By _____ Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

THIS CASE IS ASSIGNED
TO DEPT 39 FOR ALL
PURPOSES.

SUMMONS ISSUED

12 LILIAM URRUTIA, as an aggrieved
13 employee pursuant to the Private Attorneys
14 General Act ("PAGA"), on behalf of the
15 State of California and other aggrieved
16 employees,

17 Plaintiff,

18 vs.

19 SHAHS OF SHIRAZ, INC., a California
20 corporation; BUNCH OF BULL, INC., a
21 California corporation; CENTRAL
22 VALLEY FAST FOODS, INC., a
23 California corporation; EUREKA FAST
24 FOODS CORP., a California corporation;
25 EUREKA FORTUNE, INC., a California
26 corporation; QSR WEST, INC., a California
27 corporation; QSR WEST BUILDING, INC.,
28 a California corporation; QSR WEST
BUILDING, LLC, a California limited
liability company; QSR WEST
DEVELOPMENT ONE, INC., a California
corporation; QSR WEST
DEVELOPMENT, LLC, a California
limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No. **C21-01804**

**COMPLAINT - PAGA ENFORCEMENT
ACTION**

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

Jury Trial Demanded

1 Plaintiff Liliam Urrutia, 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 of
9 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 Order
11 were committed, as set forth in this complaint, at any time between one year prior to the filing
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in this case on June 25, 2021, until judgment (“non-party Aggrieved Employees”). Plaintiff’s
13 share of civil penalties sought in this action does not exceed \$75,000.
14

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

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

4. Venue is proper in this Court, because Defendants employ persons in this county and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

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

THE PARTIES

6. Plaintiff Liliam Urrutia is a resident of Concord, Contra Costa County, California. Defendants employed Plaintiff as an hourly paid, non-exempt Cook from approximately March 2020 to March 2021. Plaintiff worked for Defendants at their Burger King restaurant located at 677 Contra Costa Boulevard in Pleasant Hill, California. Plaintiff typically worked seven (7) hours or more per day, five (5) days per week, and approximately 35 hours per week. At times, Plaintiff worked in excess of ten (10) hours per day. At the time Plaintiff's employment with Defendants ended, she was compensated approximately \$14.00 per hour. Her job duties included, without limitation, cleaning food preparation areas, equipment, and the facilities; cooking and preparing food; and washing tableware.

7. On information and belief, Defendants required some employees, including Plaintiff, to execute a dispute resolution policy and/or arbitration agreement at the time of their hire or during their employment. On further information and belief, Defendants' dispute resolution policy and/or arbitration agreement was and is both procedurally and substantively unconscionable. Specifically, Defendants presented new hires with an Arbitration Agreement ("Arbitration Agreement") during the onboarding process, which had to be reviewed and signed immediately. In fact, upon information and belief, the Arbitration Agreement was one of several documents presented to new employees for signature during the orientation process, including the Employee Meal and Discounts Policy, Day 1 Orientation: New Employee Time Card, Training Acknowledgment Form, Safety Data Sheets Manual Employee Acknowledgment Form, and Personal Protective Equipment Quiz, among other documents. Also, employees did

1 not have a meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather,
2 it was provided to Defendants' employees for them to sign on a take-it or leave-it basis at the
3 time they were hired, along with all of the other on-boarding documents.

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

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

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

13 11. EUREKA FAST FOODS CORP. was and is, upon information and belief, a
14 California corporation, and at all times hereinafter mentioned, an employer whose employees
15 are engaged throughout this county and the State of California.

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

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

22 14. QSR WEST BUILDING, INC was and is, upon information and belief, a
23 California corporation, and at all times hereinafter mentioned, an employer whose employees
24 are engaged throughout this county and the State of California.

25 15. QSR WEST BUILDING , LLC was and is, upon information and belief, a
26 California limited liability company, and at all times hereinafter mentioned, an employer whose
27 employees are engaged throughout this county and the State of California.

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1 16. QSR WEST DEVELOPMENT ONE , INC. was and is, upon information and
2 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
3 employees are engaged throughout this county and the State of California.

4 17. QSR WEST DEVELOPMENT, LLC was and is, upon information and belief, a
5 California limited liability company, and at all times hereinafter mentioned, an employer whose
6 employees are engaged throughout this county and the State of California.

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

11 19. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
12 were the partners, agents, owners, or managers of SHAHS OF SHIRAZ, INC.; BUNCH OF
13 BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST FOODS CORP.;
14 EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST BUILDING, INC; QSR WEST
15 BUILDING , LLC; QSR WEST DEVELOPMENT ONE , INC.; and/or QSR WEST
16 DEVELOPMENT, LLC (collectively, “Defendants,” “SHAHS,” or “QSR”) at all relevant
17 times.

18 20. Plaintiff is informed and believes, and thereon alleges, that each and all of the
19 acts and omissions alleged herein was performed by, or is attributable to, SHAHS OF SHIRAZ,
20 INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST
21 FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST BUILDING,
22 INC; QSR WEST BUILDING , LLC; QSR WEST DEVELOPMENT ONE , INC.; QSR WEST
23 DEVELOPMENT, LLC; and/or DOES 1 through 10, each acting as the agent, employee, alter
24 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
25 was acting within the course and scope of such agency, employment, joint venture, or concerted
26 activity with legal authority to act on the others’ behalf. The acts of any and all Defendants
27 were in accordance with, and represent, the official policy of Defendants.

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1 21. At all relevant times, Defendants, and each of them, ratified each and every act
2 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
3 and abetted the acts and omissions of each and all the other Defendants in proximately causing
4 the damages herein alleged.

5 22. Plaintiff is informed and believes, and thereon alleges, that each of said
6 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
7 omissions, occurrences, and transactions alleged herein.

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

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

- 22 (a) jointly exercised meaningful control over the work performed by Plaintiff
23 and other non-party Aggrieved Employees;
- 24 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
25 Aggrieved Employees’ wages, hours, and working conditions, including
26 the quantity, quality standards, speed, scheduling, and operative details
27 of the tasks performed by Plaintiff and other non-party Aggrieved
28 Employees;

- 1 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
2 perform work which is an integral part of Defendants' businesses; and
3 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
4 Employees as a matter of economic reality in that Plaintiff and other non-
5 party Aggrieved Employees were dependent on Defendants, who shared
6 the power to set the wages of Plaintiff and other non-party Aggrieved
7 Employees and determined their working conditions, and who jointly
8 reaped the benefits from the underpayment of their wages and
9 noncompliance with other statutory provisions governing their
10 employment.

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

14 26. Furthermore, Defendants are jointly and severally liable as employers for the
15 violations alleged herein because Defendants have acted as a single integrated enterprise.
16 Courts consider four factors in determining whether two or more entities may be treated as a
17 single employer for the purposes of determining liability for labor code violations.:
18 (1) centralized control of labor relations; (2) interrelation of operations; (3) common
19 management; and (4) common ownership or financial control. No factor is controlling and all
20 need not be present.

21 27. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
22 Defendants have acted as a single integrated enterprise because:

- 23 (a) Defendant SHAHS OF SHIRAZ, INC. made final decisions regarding
24 employment matters related to Plaintiff and other non-party Aggrieved
25 Employees in the same manner and through the same entity, regardless of
26 which entity was acting as Plaintiff's and other non-party Aggrieved
27 Employees' immediate employer;

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- (b) Defendant SHAHS OF SHIRAZ, INC. controlled day-to-day employment decisions of Defendants BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST BUILDING, INC; QSR WEST BUILDING , LLC; QSR WEST DEVELOPMENT ONE , INC.; and QSR WEST DEVELOPMENT, LLC;
- (c) Defendants shared common officers, directors, and/or managers;
- (d) Defendants utilized the same bank accounts, accounting records, lines of credit, payroll preparation, telephone lines, company websites, office space, facilities, employees and/or other facets of operation; and/or
- (e) Defendants were subject to common ownership and financial control.

28. SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST BUILDING, INC; QSR WEST BUILDING , LLC; QSR WEST DEVELOPMENT ONE , INC.; QSR WEST DEVELOPMENT, LLC; and/or DOES 1 through 10 are therefore alter egos of each other.

29. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name SHAHS or QSR.

30. Plaintiff further alleges, upon information and belief, that Defendants SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST BUILDING, INC; QSR WEST BUILDING , LLC; QSR WEST DEVELOPMENT ONE , INC.; and/or QSR WEST DEVELOPMENT, LLC are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://businesssearch.sos.ca.gov/>), SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.;

1 EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST
2 BUILDING, INC; QSR WEST BUILDING , LLC; QSR WEST
3 DEVELOPMENT ONE , INC.; and QSR WEST DEVELOPMENT, LLC
4 share the same entity address and/or mailing address, “7011 KOLL
5 CENTER PKWY, SUITE 150, PLEASANTON, CA 94566”;

6 (b) According to their most recent “Statement of Information” forms filed
7 with the California Secretary of State, SHAHS OF SHIRAZ, INC.;
8 BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.;
9 EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR
10 WEST ,INC.; QSR WEST BUILDING, INC; QSR WEST BUILDING ,
11 LLC; QSR WEST DEVELOPMENT ONE , INC.; and/or QSR WEST
12 DEVELOPMENT, LLC share the same directors, managers, partners,
13 and/or officers, including, but not limited to:

14 i. Nasser Aliabadi, who serves as Chief Operating Officer of
15 SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.;
16 CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST
17 FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST
18 ,INC.; QSR WEST BUILDING, INC; and QSR WEST
19 BUILDING , LLC;

20 ii. Jonathan Aliabadi, who serves as Chief Operating Officer of
21 Chief Executive Officer of QSR WEST DEVELOPMENT
22 ONE , INC. and QSR WEST DEVELOPMENT, LLC; and
23 Secretary of SHAHS OF SHIRAZ, INC.;

24 (c) According to their most recent “Statement of Information” forms filed
25 with the California Secretary of State, SHAHS OF SHIRAZ, INC.;
26 BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.;
27 EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR
28 WEST ,INC.; QSR WEST DEVELOPMENT ONE , INC.; and QSR

WEST DEVELOPMENT, LLC share the same Agent for Service of Process, including, but not limited to, Nasser Aliabadi;

(d) According to their most recent “Statement of Information” forms filed with the California Secretary of State, QSR WEST BUILDING, INC and QSR WEST BUILDING , LLC share the same Agent for Service of Process, including, but not limited to, Jonathan Aliabadi; and

(e) On information and belief, SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST BUILDING, INC; QSR WEST BUILDING , LLC; QSR WEST DEVELOPMENT ONE , INC.; and QSR WEST DEVELOPMENT, LLC utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

31. Defendants own and operate a chain of Burger King franchise restaurants throughout California. Upon information and belief, Defendants maintain a centralized Human Resources (“HR”) department at their corporate headquarters in Pleasanton, 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.

32. 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.

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

10 34. Defendants continue to employ non-exempt or hourly paid employees in
11 California.

12 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
13 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
14 advisors knowledgeable about California labor and wage law, employment and personnel
15 practices, and about the requirements of California law.

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

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

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

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

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

18 41. 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 receive complete and accurate wage statements in accordance with California law. In violation
21 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
22 provided complete and accurate wage statements.

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

27 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

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

5 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
7 timely payment of all wages earned upon termination of employment. In violation of the
8 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
9 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
10 and/or meal and rest period premiums, within permissible time periods.

11 45. 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 reimbursement for all business-related expenses and costs they incurred during the
14 course and scope of their employment and that they did not receive reimbursement of applicable
15 business-related expenses and costs incurred.

16 46. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants knew or should have known that they had a duty to provide Plaintiff and
18 other non-party Aggrieved Employees with written notice of the material terms of their
19 employment with Defendants as required by the California Wage Theft Prevention Act, but
20 willfully, knowingly, and intentionally failed to do so.

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

27 48. At all times herein set forth, PAGA provides that any provision of law under the
28 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and

1 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
2 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
3 behalf of themselves and other current or former employees pursuant to procedures outlined in
4 California Labor Code section 2699.3.

5 49. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
6 person who was employed by the alleged violator and against whom one or more of the alleged
7 violations was committed.”

8 50. Plaintiff and other current and former employees of Defendants are “aggrieved
9 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
10 or former employees and one or more of the alleged violations were committed against them.

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

14 (a) The aggrieved employee shall give written notice by online filing
15 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to
16 the employer of the specific provisions of the California Labor Code
17 alleged to have been violated, including the facts and theories to support
18 the alleged violations.

19 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
20 2699.3(a) and any employer response to that notice shall be accompanied
21 by a filing fee of seventy-five dollars (\$75).

22 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
23 employer and the aggrieved employee by certified mail that it does not
24 intend to investigate the alleged violation within sixty (60) calendar days
25 of the postmark date of the Employee’s Notice. Upon receipt of the
26 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
27 (65) calendar days of the postmark date of the Employee’s Notice, the
28 aggrieved employee may commence a civil action pursuant to California

1 Labor Code section 2699 to recover civil penalties in addition to any other
2 penalties to which the employee may be entitled.

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

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

11 (b) An aggrieved employee's notice filed with the LWDA pursuant to
12 2699.3(c) and any employer response to that notice shall be accompanied
13 by a filing fee of seventy-five dollars (\$75).

14 (c) The employer may cure the alleged violation within thirty-three (33)
15 calendar days of the postmark date of the notice. The employer shall give
16 written notice by certified mail within that period of time to the aggrieved
17 employee or representative and the agency if the alleged violation is
18 cured, including a description of actions taken, and no civil action
19 pursuant to Section 2699 may commence. If the alleged violation is not
20 cured within the 33-day period, the employee may commence a civil
21 action pursuant to Section 2699.

22 53. On June 25, 2021, Plaintiff provided written notice by online filing to the LWDA
23 and by certified mail to Defendants of the specific provisions of the California Labor Code
24 alleged to have been violated, including facts and theories to support the alleged violations, in
25 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
26 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
27 Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA
28 Case Number LWDA-CM-836180-21. A true and correct copy of Plaintiff's written notice to

1 the LWDA and Defendants dated June 25, 2021 is attached hereto as “Exhibit 1.”

2 54. As of the filing date of this complaint, over 65 days have passed since Plaintiff
3 sent the LWDA Notice described above, and the LWDA has not responded that it intends to
4 investigate Plaintiff’s claims, and Defendants have not cured the violations.

5 55. Thus, Plaintiff has satisfied the administrative prerequisites under California
6 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
7 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
8 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

9 56. Labor Code section 558(a) provides “[a]ny employer or other person acting on
10 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
11 provision regulating hours and days of work in any order of the Industrial Welfare Commission
12 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
13 each underpaid employee for each pay period for which the employee was underpaid. . . . (2)
14 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
15 each pay period for which the employee was underpaid. . . .” Labor Code section 558(c)
16 provides “[t]he civil penalties provided for in this section are in addition to any other civil or
17 criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney
18 general, seeks assessment and collection of civil penalties under Labor Code section 558 for
19 herself, all other non-party Aggrieved Employees, and the State of California against
20 Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable
21 IWC wage order. Plaintiff, acting in the public interest as a private attorney general, does not
22 seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations
23 of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC wage order.

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

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

Order.

59. 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, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

FIRST CAUSE OF ACTION

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

(Against all Defendants)

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

61. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and 2180.5.

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

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants’ failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay, as set forth below;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants’ failure to compensate Plaintiff and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;

- 1 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
2 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
3 and other non-party Aggrieved Employees with meal periods, as set forth
4 below;
- 5 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
6 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
7 and other non-party Aggrieved Employees to take rest periods, as set forth
8 below;
- 9 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
10 IWC Wage Order for failure to provide accurate and complete wage
11 statements to Plaintiff and other non-party Aggrieved Employees, as set
12 forth below;
- 13 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
14 IWC Wage Order for failure to maintain payroll records, as set forth
15 below;
- 16 (g) Violation of Labor Code section 204 for failure to pay all earned wages
17 during employment, as set forth below;
- 18 (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
19 earned wages upon termination, as set forth below;
- 20 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
21 and other non-party Aggrieved Employees for all business expenses
22 necessarily incurred, as set forth below; and
- 23 (j) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide
24 written notice of information material to Plaintiff's and other non-party
25 Aggrieved Employees' employment with Defendants, as set forth below.

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27 ///

28 ///

1 **FAILURE TO PAY OVERTIME**

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

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

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

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

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

22 67. California Labor Code section 510 codifies the right to overtime compensation
23 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
24 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
25 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
26 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
27 the seventh (7th) day of work.

28 68. Defendants willfully failed to pay all overtime wages owed to Plaintiff and other

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

5 69. First, during the relevant time period, Defendants had a company-wide policy
6 and/or practice of discouraging and impeding Plaintiff and other non-party Aggrieved
7 Employees from recording hours worked that were outside of their scheduled shifts, in order to
8 limit the amount of overtime employees could accrue. On information and belief, this limitation
9 on overtime accrual was based on a company-wide policy of staffing restaurant locations strictly
10 based on the labor hours or labor budget set by corporate. This policy of limiting overtime,
11 coupled with Defendants' understaffing policy and assignment of heavy workloads, led Plaintiff
12 and other non-party Aggrieved Employees to work off-the-clock before their scheduled shift
13 times in order to complete their assigned tasks. For example, Defendants' management would
14 require Plaintiff to report to work an hour early and begin cleaning or preparing food before she
15 was permitted to clock in at her scheduled shift start-time. Although Defendants' supervisors
16 claimed that they would manually adjust time records to account for such off-the-clock work,
17 on information and belief, they failed to adequately capture Plaintiff's and other non-party
18 Aggrieved Employees' time spent performing this off-the-clock work. Thus, Defendants failed
19 to track this time spent working before scheduled shifts, and Plaintiff and other non-party
20 Aggrieved Employees received no compensation for this time.

21 70. Second, during the relevant period, Defendants implemented, on a company-
22 wide basis, an employer-imposed requirement that Plaintiff and other non-party Aggrieved
23 Employees undergo mandatory COVID-19 temperature checks and/or health screenings before
24 clocking in for their scheduled shifts. Prior to each shift, Plaintiff was required to spend time
25 waiting and/or undergoing the temperature check, before being permitted to clock in for her
26 shift. Even though Defendants required these temperature checks and/or health screenings,
27 Defendants did not provide Plaintiff and other non-party Aggrieved Employees a mechanism to
28 record this time worked so they could be compensated for the time spent undergoing mandatory

1 temperature checks and/or health screenings.

2 71. Third, as stated, Defendants had, and continue to have, a uniform practice and/or
3 policy of understaffing its restaurant locations which resulted in a lack of adequate meal period
4 coverage, because there were too few employees on duty to handle the heavy workload.
5 Because Defendants did not employ or staff an adequate number of employees to meet their
6 productivity expectations, which included meeting a 180-second time target/goal for drive-thru
7 customers, there was no one available to relieve employees needing meal period coverage, and
8 Plaintiff and other non-party Aggrieved Employees were not always afforded uninterrupted 30-
9 minute meal periods during shifts when they were entitled to receive a meal period. For
10 example, Plaintiff missed her meal periods and had them interrupted several times per week due
11 to understaffing, the heavy workload, and subsequent lack of coverage, as there would often
12 only be one dedicated cook scheduled per shift. Consequently, Plaintiff and other non-party
13 Aggrieved Employees were required to work through and/or had their unpaid meal periods
14 interrupted in order to complete their assigned duties and handle customer demand, time for
15 which they were not paid

16 72. Moreover, Defendants had a practice of failing to schedule meal periods, which
17 further caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their
18 duties for compliant meal periods. Further, on information and belief, because Defendants
19 frowned upon employees accruing meal period penalties, Defendants pressured Plaintiff and
20 other non-party Aggrieved Employees to clock out for meal periods, on threat of discipline,
21 and/or adjusted their time records to reflect compliant meal periods, even when they did not
22 receive a compliant meal period, in order to strictly limit meal penalties that Defendants would
23 otherwise owe. Thus, Plaintiff and other non-party Aggrieved Employees performed work
24 during meal periods for which they were not paid

25 73. Defendants knew or should have known that, as a result of these company-wide
26 practices and/or policies, Plaintiff and/or other non-party Aggrieved Employees were
27 performing their assigned duties off-the-clock clock before and after their shifts and during meal
28 periods, and were suffered or permitted to perform work for which they were not paid. Because

1 Plaintiff and other non-party Aggrieved Employees worked shifts of eight (8) hours a day or
2 more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
3 premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid
4 overtime wages for all of the overtime hours they actually worked.

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

10 **FAILURE TO PAY MINIMUM WAGES**

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

12 75. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
13 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
14 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
15 Compensable work time is defined in IWC Wage Order No. 5-2001 order as "the time during
16 which an employee is subject to the control of an employer, and includes all the time the
17 employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs.
18 tit. 8, § 11050(2)(K) (defining "Hours Worked").

19 76. As stated above, due to Defendants' restrictions on overtime accrual, Defendants
20 systematically failed to record all hours worked and Plaintiff and other non-party Aggrieved
21 Employees were forced to work off-the-clock before their scheduled shifts to complete their
22 assigned duties and submit to off-the-clock health screenings. Additionally, as set forth above,
23 due to Defendants' uniform practices of utilizing labor budgets, understaffing, assignment of
24 heavy workloads, failure to schedule meal periods, and subsequent lack of meal period
25 coverage, Plaintiff and other non-party Aggrieved Employees were forced to forego meal
26 periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties
27 during meal periods. Further, to limit the meal penalties that Defendants would otherwise owe,
28 Defendants pressured Plaintiff and other non-party Aggrieved Employees to clock out for meal

1 periods, on threat of discipline, and/or adjusted employee time records to reflect compliant meal
2 periods.

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

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

12 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
13 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

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

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

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

27 82. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), and
28 1198, and the applicable IWC Wage Order also require employers to provide a second meal

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

6 83. As stated, Defendants had, and continue to have, company-wide policies and/or
7 practices of understaffing pursuant to its labor budget practices, while simultaneously assigning
8 heavy workloads, and failing to schedule meal periods, which resulted in a lack of meal period
9 coverage and prevented Plaintiff and other non-party Aggrieved Employees from taking all
10 timely, uninterrupted meal periods to which they were entitled. As a result, Plaintiff and other
11 non-party Aggrieved Employees had to work through all or part of their meal periods, had their
12 meal periods interrupted, and/or had to wait extended periods of time before taking meal
13 periods. For example, Plaintiff was required to work through her meal periods and would have
14 her meal periods shortened or interrupted several times per week due to the heavy workload and
15 to meet the restaurant's customer demand. Moreover, Plaintiff also took her meal periods late,
16 after having worked in excess of five (5) hours or more into her shift, in order to handle the
17 heavy workload, as there would often only be one dedicated cook scheduled per shift.

18 84. Additionally, as stated, on information and belief, because Defendants frowned
19 upon employees accruing meal period penalties, Defendants' management pressured employees
20 to clock out for meal periods, upon threat of discipline, and/or would adjust Plaintiff's and other
21 non-party Aggrieved Employees' time records to reflect compliant meal periods, regardless of
22 whether they had received a compliant meal period or not, in order to strictly limit meal penalties
23 that would need to be paid by Defendants. For example, at Defendants' management's
24 direction, Plaintiff would frequently clock out for her meal period within the first five (5) hours
25 of her shift, but would continue performing work and attempt to take her meal period later in
26 the evening when she finally had coverage.

27 85. Moreover, Defendants had a company-wide policy of requiring all newly hired
28 employees to sign blanket meal period waivers at or near their time of hire. Defendants took

1 the position that non-exempt, hourly paid employees had waived their rights to first meal
2 periods for the entirety of their employment and, on that basis, did not provide them with all
3 meal periods to which they were entitled. Moreover, Defendants' meal period waiver form
4 requires employees provide written notice should they wish to revoke the waiver. Defendants'
5 presumption that meal periods would not be provided for shifts in excess of five (5) hours but
6 less than six (6) hours due to blanket meal period waivers signed at or near the time of hire, and
7 imposition on employees to revoke the waivers in writing, discouraged and impeded Plaintiff
8 and other non-party Aggrieved Employees from taking all meal periods to which they were
9 entitled.

10 86. Furthermore, an employer's obligation to provide a meal period is only
11 "triggered" when the employer "employs an employee for a work period of more than five hours
12 per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to
13 work for a full five hours, its meal break obligation is triggered.").

14 [A]fter the meal break obligation is triggered . . . an employer is put to a
15 choice: it must (1) afford an off-duty meal period; (2) consent to a mutually
16 agreed-upon waiver if one hour or less will end the shift; or (3) obtain
written agreement to an on-duty meal period if circumstances permit.
Failure to do one of these will render the employer liable for premium pay.

17 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
18 require Plaintiff and other non-party Aggrieved Employees to sign meal period waivers
19 simultaneously at or near their time of hire (as opposed to on a specific work day) renders them
20 invalid and unenforceable, because Defendants' obligation to provide Plaintiff and non-party
21 Aggrieved Employees with meal periods did not arise until they had employed them for a full
22 five (5) hours.

23 87. Moreover, Defendants did not provide Plaintiff and other non-party Aggrieved
24 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)
25 hours in one day. During her employment, approximately once a week, Plaintiff worked in
26 excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period.
27 Plaintiff and other non-party Aggrieved Employees did not sign valid meal period waivers on
28 days that they were entitled to meal periods and were not relieved of all duties.

1 88. At all times mentioned herein, Defendants knew or should have known that as a
2 result of its policies, Plaintiff and other non-party Aggrieved Employees were not actually
3 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or
4 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees
5 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

6 89. Furthermore, Defendants engaged in a company-wide practice and/or policy of
7 not paying all meal period premiums owed when compliant meal periods are not provided.
8 Alternatively, to the extent that Defendants did pay Plaintiff and other non-party Aggrieved
9 Employees one (1) additional hour of premium pay for missed, late, and/or interrupted meal
10 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
11 premiums because Defendants systematically failed to include all forms of compensation, such
12 as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular
13 rate of pay. As a result, Defendants denied Plaintiff and other non-party Aggrieved Employees
14 premium pay for missed missed, late, and/or interrupted meal periods.

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

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

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

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

26 92. At all relevant times, the applicable IWC Wage Order provides that "[e]very
27 employer shall authorize and permit all employees to take rest periods, which insofar as
28 practicable shall be in the middle of each work period" and that the "rest period time shall be

1 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
2 hours or major fraction thereof” unless the total daily work time is less than three and one-half
3 (3 ½) hours.

4 93. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any rest period mandated by an applicable
6 order of the California IWC. To comply with its obligation to authorize and permit rest periods
7 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
8 must “relinquish any control over how employees spend their break time, and relieve their
9 employees of all duties—including the obligation that an employee remain on call. A rest
10 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
11 257, 269-270 (2016).

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

16 95. First, during the relevant time period, Defendants regularly failed to authorize
17 and permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
18 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
19 Defendants’ policies and/or practices of understaffing and assigning heavy workloads prevented
20 Plaintiff and other non-party Aggrieved Employees from being relieved of all duty in order to
21 take compliant rest periods. Defendants also failed to schedule rest periods, which, coupled
22 with Defendants’ failure to provide adequate rest period coverage, further led to Plaintiff and
23 other non-party Aggrieved Employees not being authorized and permitted to take rest periods.

24 96. Furthermore, Defendants maintained and implemented a company-wide practice
25 and/or policy requiring that Plaintiff and other non-party Aggrieved Employees remain on the
26 work premises during their rest periods. Because Plaintiff and other non-party Aggrieved
27 Employees were restricted from leaving the work premises during rest periods, they were denied
28 the ability to use their rest periods freely for their own purposes, such as grabbing a snack nearby

1 or running personal errands. Thus, Defendants effectively maintained control over Plaintiff and
2 other non-party Aggrieved Employees during rest periods, and, as a result of this rest period
3 policy, Defendants did not relinquish control over Plaintiff and other non-party Aggrieved
4 Employees during rest periods.

5 97. As a result of Defendants' practices and policies, Plaintiff and other non-party
6 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
7 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were
8 entitled. For example, Plaintiff missed all of her rest periods in order to complete all of the
9 work-related duties Defendants assigned to her.

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

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

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

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

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

1 rates of pay.

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

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

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

27 104. The wage statement deficiencies also include, without limitation, failing to list
28 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a

1 piece-rate basis; failing to list all deductions; failing to list the name of the employee and only
2 the last four digits of his or her social security number or an employee identification number
3 other than a social security number; failing to list the name and address of the legal entity that
4 is the employer; failing to list the inclusive dates of the period for which aggrieved employees
5 were paid; and/or failing to state all hours worked as a result of not recording or stating hours
6 worked off-the-clock.

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

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

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

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

6 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

7 **VIOLATION OF LABOR CODE SECTION 204**

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

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

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

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

1 **FAILURE TO PAY WAGES UPON TERMINATION**

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

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

10 113. On information and belief, Defendants have a company-wide practice or policy
11 of paying departing employees their final wages on the next regular pay cycle, instead of
12 adhering to the time requirements set forth in Labor Code sections 201 and 202. For example,
13 Plaintiff was terminated on March 2, 2021, but Defendants did not provide Plaintiff her final
14 wages until three (3) days later, on March 5, 2021. Thus, Defendants failed to pay Plaintiff her
15 final wages immediately, in violation of Labor Code section 201.

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

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

27 ///

28 ///

1 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

2 **VIOLATION OF LABOR CODE SECTION 2802**

3 116. At all times herein set forth, California Labor Code section 2802 provides that
4 an employer must reimburse employees for all necessary expenditures and losses incurred by
5 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
6 to prevent employers from passing off their cost of doing business and operating expenses on
7 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
8 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen the
9 employer requires the use of tools or equipment or they are necessary to the performance of a
10 job, such tools and equipment shall be provided and maintained by the employer, except that an
11 employee whose wages are at least two (2) times the minimum wage may provide and maintain
12 hand tools and equipment customarily required by the particular trade or craft.”

13 117. First, Defendants had a company-wide policy of requiring Plaintiff and other
14 non-party Aggrieved Employees to utilize their own personal vehicles or obtain alternate
15 transportation to carry out company business, such as to cover shifts at nearby restaurants, but
16 failed to reimburse them for all costs of travel, including mileage. For example, Plaintiff was
17 required to travel 25 minutes roundtrip to and from Defendants’ restaurant in Walnut Creek,
18 California, to cover a shift for an understaffed location. Although Defendants required Plaintiff
19 and other non-party Aggrieved Employees to use their own personal vehicles or obtain alternate
20 transportation to complete their work-related duties, Defendants did not reimburse them for all
21 of their travel expenses.

22 118. Second, during the relevant time period, Defendants required Plaintiff and other
23 non-party Aggrieved Employees to wear uniforms bearing the Burger King company logo,
24 including uniform shirts and/or hats. However, Defendants did not provide their employees
25 with sufficient uniforms to wear for their shifts throughout the week. For example, Defendants
26 only provided Plaintiff and other non-party Aggrieved Employees with two (2) t-shirts and two
27 (2) hats during their employment, despite being scheduled to work five (5) or more days each
28 week. Because Defendants failed to provide Plaintiff and other non-party Aggrieved Employees

1 with an adequate number of uniform items in relation to their scheduled shifts and for the tasks
2 they were required to perform, Plaintiff and other non-party Aggrieved Employees were forced
3 to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in
4 doing so. For example, due to the nature of restaurant work, Plaintiff's and other non-party
5 Aggrieved Employees' uniforms would become stained with grease, sweaty, soiled, and/or
6 acquire an unpleasant odor such that they were unable to mix these clothes in with other laundry.
7 As a result, they had to wash their uniform items separately from their other clothing items, thus
8 incurring additional laundry expenses for the upkeep of their uniforms. Specifically, Plaintiff
9 was required to wash her uniform items separately from any other clothing items at a
10 laundromat, usually at a cost of \$7 per week. Thus, Defendants failed to maintain uniforms
11 they required Plaintiff and other non-party Aggrieved Employees to wear during their shifts and
12 forced them to incur the cost of maintaining employee uniforms.

13 119. Defendants could have provided Plaintiff and other non-party Aggrieved
14 Employees with the actual tools for use on the job, such as company vehicles, as well as an
15 adequate number of uniforms or access to laundering services. Or, Defendants could have
16 reimbursed employees for the costs of their mileage, travel expenses, and laundering expenses
17 or provided a uniform maintenance allowance. Instead, Defendants passed these operating costs
18 off onto Plaintiff and other non-party Aggrieved Employees. At all relevant times, Plaintiff did
19 not earn at least two (2) times the minimum wage.

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

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

26 121. California's Wage Theft Prevention Act was enacted to ensure that employers
27 provide employees with basic information material to their employment relationship at the time
28 of hiring, and to ensure that employees are given written and timely notice of any changes to basic

1 information material to their employment. Codified at California Labor Code section 2810.5, the
2 Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written
3 notice to employees containing basic and material payroll information, including, among other
4 things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary,
5 piece, commission, or otherwise, including any rates for overtime, the regular payday designated
6 by the employer, and any allowances claims as part of the minimum wage, including meal or
7 lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C). Effective January 1, 2015, an
8 employer's written notice pursuant to section 2810.5 must also include a statement that the
9 employee may accrue and use sick leave; has a right to request and use accrued paid sick leave;
10 may not be terminated or retaliated against for using or requesting the use of accrued paid sick
11 leave; and has the right to file a complaint against an employer who retaliates.

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

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

19 **REQUEST FOR JURY TRIAL**

20 Plaintiff requests a trial by jury.

21 **PRAYER FOR RELIEF**

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

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

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

27 2. That the Court declare, adjudge and decree that Defendants violated the
28 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved

1 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
2 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
3 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
4 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
5 statements and maintain accurate payroll records); 201, 202, and 203 (by failing timely to pay
6 all earned wages upon termination); 204 (by failing timely to pay all earned wages during
7 employment); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to
8 provide written notice of information material to employment);

9 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
10 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,
11 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and
12 2810.5;

13 4. For attorneys' fees and costs pursuant to California Labor Code section
14 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
15 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12,
16 1194, 1197, 1198, 2802, and 2810.5;

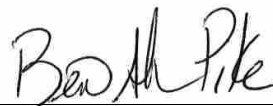
17 5. For pre-judgment and post-judgment interest as provided by law; and

18 6. For such other and further relief as the Court may deem equitable and
19 appropriate.
20

21 Dated: August 30, 2021

Respectfully submitted,

Capstone Law APC

23
24 By: 

25 Bevin Allen Pike
26 Daniel Jonathan
27 Trisha Monesi

Attorneys for Plaintiff Liliam Urrutia

EXHIBIT “1”



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June 25, 2021

VIA ONLINE SUBMISSION

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

Subject: *Liliam Urrutia v. Shahs of Shiraz, Inc., et al.*

Dear PAGA Administrator:

This office represents Liliam Urrutia in connection with her claims under the California Labor Code. Ms. Urrutia was an employee of SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; CENTRAL VALLEY GROUP, INC.; CENTRAL VALLEY GROUP II, INC.; EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; NOR CAL FAST FOODS, INC.; SCARBROUGH MANAGEMENT CORPORATION; QSR WEST, INC.; QSR WEST BUILDING, INC; QSR WEST BUILDING, LLC; QSR WEST DEVELOPMENT ONE, INC.; and/or QSR WEST DEVELOPMENT, LLC. For the purpose of this letter, Ms. Urrutia collectively refers to these entities as "SHAHS."

The employers may be contacted directly at the addresses below:

SHAHS OF SHIRAZ, INC.
7011 KOLL CENTER PKWY, #150
PLEASANTON CA 94566

BUNCH OF BULL, INC.
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566

CENTRAL VALLEY FAST FOODS, INC.
7011 KOLL CENTER PKWY, #150
PLEASANTON CA 94566

CENTRAL VALLEY GROUP, INC.
143 SILVER PINE LANE
DANVILLE CA 94506

CENTRAL VALLEY GROUP II, INC.
508 BLACKHAWK CLUB DR.
DANVILLE CA 94506

EUREKA FAST FOODS CORP.
5748 KINGSMILL TER
DUBLIN CA 94568

EUREKA FORTUNE, INC.
7011 KOLL CENTER PKWY #150
PLEASANTON CA 94566

NOR CAL FAST FOODS, INC.
7011 KOLL CENTER PKWY, #150
PLEASANTON CA 94566

SCARBROUGH MANAGEMENT
CORPORATION
508 BLACKHAWK CLUB DRIVE
DANVILLE CA 94506

QSR WEST ,INC.
7011 KOLL CENTER PKWY, #150
PLEASANTON CA 94566

QSR WEST BUILDING, INC
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566

QSR WEST BUILDING , LLC
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566

QSR WEST DEVELOPMENT ONE , INC.
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566

QSR WEST DEVELOPMENT, LLC
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566

Ms. Urrutia 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. Urrutia seeks relief on behalf of herself, the State of California, and other persons who are or were employed by SHAHS in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SHAHS employed Ms. Urrutia as a non-exempt, hourly paid Cook from approximately March 2020 to March 2021. Ms. Urrutia worked for SHAHS at its Burger King restaurant located at 677 Contra Costa Boulevard in Pleasant Hill, California (Store # 3482). She typically worked seven (7) hours or more per day, five (5) days per week, and approximately 35 hours per week. At the time her employment ended, Ms. Urrutia was compensated approximately \$14.00 per hour. Her job duties included cleaning food preparation areas, equipment, and the facilities; cooking and preparing food; and washing tableware.

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

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

SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; CENTRAL VALLEY GROUP, INC.; CENTRAL VALLEY GROUP II, INC.; EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; NOR CAL FAST FOODS , INC.; SCARBROUGH MANAGEMENT CORPORATION; QSR WEST ,INC.; QSR WEST BUILDING, INC; QSR WEST DEVELOPMENT ONE , INC. are California corporations, while QSR WEST BUILDING , LLC and QSR WEST DEVELOPMENT, LLC are California limited liability companies. Upon

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

information and belief, SHAHS operate numerous Burger King-branded franchise restaurant locations in California. Upon information and belief, SHAHS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Pleasanton or Danville, California, for all non-exempt, hourly paid employees working for SHAHS in California, including Ms. Urrutia and other aggrieved employees. At all relevant times, SHAHS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Urrutia and other aggrieved employees, regardless of their location or position.

Upon information and belief, SHAHS maintains a centralized Payroll department at its corporate headquarters in Pleasanton or Danville, California, which processes payroll for all non-exempt, hourly paid employees working for SHAHS in California, including Ms. Urrutia and other aggrieved employees. Further, SHAHS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Urrutia and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, SHAHS utilized the same methods and formulas when calculating wages due to Ms. Urrutia 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 (1 ½) 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.

SHAHS willfully failed to pay all overtime wages owed to Ms. Urrutia and other aggrieved employees. During the relevant time period, Ms. Urrutia and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, SHAHS had a company-wide policy and/or practice of discouraging and impeding Ms. Urrutia and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. On information and belief, this limitation on overtime accrual was based on a company-wide policy of staffing restaurant locations strictly based on the labor hours or labor budget set by corporate. This policy of limiting overtime, coupled with SHAHS's understaffing policy and assignment of heavy workloads, led Ms. Urrutia and other aggrieved employees to work off-the-clock before their scheduled shift times in order to complete their assigned tasks. For example, SHAHS's management would require Ms. Urrutia to report to work an hour early and begin cleaning or preparing food before she was permitted to clock in at her scheduled shift start-time. Although SHAHS's supervisors claimed that they would manually adjust time records to account for such off-the-clock work, on information and belief, they failed to adequately capture Ms. Urrutia's and other aggrieved employees' time spent performing this off-the-clock work. Thus, SHAHS failed to track

this time spent working before scheduled shifts, and Ms. Urrutia and other aggrieved employees received no compensation for this time.

Second, during the relevant period, SHAHS implemented, on a company-wide basis, an employer-imposed requirement that Ms. Urrutia and other aggrieved employees undergo mandatory COVID-19 temperature checks and/or health screenings before clocking in for their scheduled shifts. Prior to each shift, Ms. Urrutia was required to spend time waiting and/or undergoing the temperature check, before being permitted to clock in for her shift. Even though SHAHS required these temperature checks and/or health screenings, SHAHS did not provide Ms. Urrutia and other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent undergoing mandatory temperature checks and/or health screenings.

Third, as stated, SHAHS had, and continues to have, a uniform practice and/or policy of understaffing its restaurant locations which resulted in a lack of adequate meal period coverage, because there were too few employees on duty to handle the heavy workload. Because SHAHS did not employ or staff an adequate number of employees to meet their productivity expectations, which included meeting a 180-second time target/goal for drive-thru customers, there was no one available to relieve employees needing meal period coverage, and Ms. Urrutia 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, Ms. Urrutia missed her meal periods and had them interrupted several times per week due to understaffing, the heavy workload, and subsequent lack of coverage, as there would often only be one dedicated cook scheduled per shift. Consequently, Ms. Urrutia and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties and handle customer demand, time for which they were not paid.

Moreover, SHAHS had a practice of failing to schedule meal periods, which further caused Ms. Urrutia and other aggrieved employees to not be relieved of their duties for compliant meal periods. Further, on information and belief, because SHAHS frowned upon employees accruing meal period penalties, SHAHS pressured Ms. Urrutia and other aggrieved employees to clock out for meal periods, on threat of discipline, and/or adjusted their 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 SHAHS would otherwise owe. Thus, Ms. Urrutia and other aggrieved employees performed work during meal periods for which they were not paid.

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

Furthermore, SHAHS did not pay other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, SHAHS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, SHAHS failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when other

aggrieved employees worked overtime and received these other forms of pay, SHAHS failed to pay all overtime wages by paying a lower overtime rate than required.

SHAHS's failure to pay Ms. Urrutia 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. Urrutia 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 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, due to SHAHS's restrictions on overtime accrual, SHAHS systematically failed to record all hours worked and Ms. Urrutia and other aggrieved employees were forced to work off-the-clock before their scheduled shifts to complete their assigned duties and submit to off-the-clock health screenings. Additionally, as set forth above, due to SHAHS's uniform practices of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Ms. Urrutia 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. Additionally, as stated above, on information and belief, in order to limit meal penalties that SHAHS would otherwise owe, SHAHS pressured Ms. Urrutia and other aggrieved employees to clock out for meal periods, on threat of discipline, and/or adjusted employee time records to reflect compliant meal periods.

Thus, SHAHS did not pay minimum wages for all hours worked by Ms. Urrutia and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, SHAHS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, SHAHS regularly failed to pay at least minimum wages to Ms. Urrutia 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. Urrutia 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, and 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 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As stated, SHAHS had, and continues to have, company-wide policies and/or practices of understaffing pursuant to its labor budget practices, while simultaneously assigning heavy workloads, and failing to schedule meal periods, which resulted in a lack of meal period coverage and prevented Ms. Urrutia and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. Urrutia and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Urrutia was required to work through her meal periods and would have her meal periods shortened or interrupted several times per week due to the heavy workload and to meet the restaurant's customer demand. Moreover, Ms. Urrutia also took her meal periods late, after having worked in excess of five (6) hours or more into her shift, in order to handle the heavy workload, as there would often only be one dedicated cook scheduled per shift.

Additionally, as stated, on information and belief, because SHAHS frowned upon employees accruing meal period penalties, SHAHS's management pressured employees to clock out for meal periods, upon threat of discipline, and/or would adjust Ms. Urrutia'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 SHAHS. For example, at SHAHS's management's direction, Ms. Urrutia would frequently clock out for her meal period within the first five (5) hours of her shift, but would continue performing work and attempt to take her meal period later in the evening when she finally had coverage.

Moreover, SHAHS did not provide Ms. Urrutia and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During her employment, approximately once a week, Ms. Urrutia worked in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Ms. Urrutia 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.

At all times mentioned herein, SHAHS knew or should have known that as a result of its policies, Ms. Urrutia and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. SHAHS further knew or should have known that it did not pay Ms. Urrutia and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, SHAHS 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. Urrutia and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that SHAHS did pay other aggrieved employees for missed, late, and interrupted meal periods, SHAHS did not pay other aggrieved employees at the correct rate of pay for premiums because SHAHS 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, SHAHS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Urrutia 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, and 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 (3 ½) 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, SHAHS regularly failed to authorize and permit Ms. Urrutia 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, SHAHS's policies and/or practices of understaffing and assigning heavy workloads prevented Ms. Urrutia and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. SHAHS also failed to schedule rest periods, which, coupled with SHAHS's failure to provide adequate rest period coverage, further led to Ms. Urrutia and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, SHAHS maintained and implemented a company-wide practice and/or policy requiring that Ms. Urrutia and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Urrutia and other aggrieved employees were restricted from leaving the work premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as grabbing a snack nearby or running personal errands. Thus, SHAHS effectively maintained control over Ms. Urrutia and other aggrieved employees during rest periods, and, as a result of this rest period policy, SHAHS did not relinquish control over Ms. Urrutia and other aggrieved employees during rest periods.

As a result of SHAHS's practices and policies, Ms. Urrutia 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. Urrutia missed all of her rest periods in order to complete all of the work-related duties SHAHS assigned to her.

SHAHS also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Urrutia and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that SHAHS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, SHAHS did not pay other aggrieved employees at the correct rate of pay for premiums because SHAHS 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, SHAHS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Urrutia 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. SHAHS has not provided Ms. Urrutia 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 wage 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, SHAHS has knowingly and intentionally provided Ms. Urrutia and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SHAHS issued uniform wage statements to Ms. Urrutia 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, SHAHS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SHAHS did not record the time Ms. Urrutia and other aggrieved employees spent working off-the-clock and during deducted time from their meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), SHAHS did not list the correct amount of gross wages and net wages earned by Ms. Urrutia and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, SHAHS failed to accurately list the total number of the hours worked by Ms. Urrutia 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 SHAHS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, SHAHS 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). SHAHS 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, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the 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 hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), SHAHS willfully failed to maintain accurate payroll records for Ms. Urrutia 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 Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. At all relevant times, as stated, SHAHS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Urrutia and other aggrieved employees in violation of section 1198. As stated, SHAHS engaged in a company-wide practice and/or policy of falsifying Ms. Urrutia'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. Urrutia and other aggrieved employees. Furthermore, in light of SHAHS's failure to provide Ms. Urrutia and other aggrieved employees with second 30-minute meal periods to which they were entitled, SHAHS kept no records of meal start and end times for second meal periods.

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

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

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

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

On information and belief, SHAHS has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Urrutia was terminated on or around March 2, 2021. However, SHAHS did not provide Ms. Urrutia her final wages until three (3) days later, on or around March 5, 2021, when she was required to pick up her final pay from the restaurant. Thus, SHAHS failed to pay Ms. Urrutia her final wages immediately, in violation of Labor Code section 201.

Additionally, SHAHS willfully failed to pay Ms. Urrutia and other aggrieved employees who are no longer employed by SHAHS all their earned wages, 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 SHAHS's employ.

Ms. Urrutia 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 § 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 No. 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, SHAHS had a company-wide policy of requiring Ms. Urrutia and other aggrieved employees to utilize their own personal vehicles for work purposes, such as to cover shifts at nearby restaurants, but failed to reimburse them for all costs of travel, including mileage. For example, Ms. Urrutia was required to drive for approximately 25 minutes roundtrip to a nearby SHAHS's Burger King restaurant in Walnut Creek, California, to cover a shift for an understaffed location. Although SHAHS required Ms. Urrutia and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, SHAHS did not reimburse them for all of their travel expenses.

Second, during the relevant time period, SHAHS required Ms. Urrutia and other aggrieved employees to wear uniforms bearing the Burger King company logo, including uniform shirts and/or hats. However, SHAHS did not provide their employees with sufficient uniforms to wear for their shifts throughout the week. For example, SHAHS only provided Ms. Urrutia and other aggrieved employees with two (2) t-shirts and two (2) hats during their employment. Because SHAHS failed to provide Ms. Urrutia and other aggrieved employees with an adequate number of uniform items in relation to their scheduled shifts and for the tasks they were required to perform, Ms. Urrutia and other aggrieved employees were forced to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. For example, due to the nature of restaurant work, Ms. Urrutia's and other aggrieved employees' uniforms would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that they were unable to mix these clothes in with other laundry. As a result, they had to wash their uniform items separately from their other clothing items, thus incurring additional laundry expenses for the upkeep of their uniforms. Thus, SHAHS failed to maintain uniforms they required Ms. Urrutia and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

SHAHS could have provided Ms. Urrutia and other aggrieved employees with the actual tools for use on the job, such as company vehicles, as well as an adequate number of uniforms or access to laundering services. Or, SHAHS could have reimbursed employees for the costs of their travel, mileage, and laundering expenses or provided a uniform maintenance allowance. Instead, SHAHS

passed these operating costs off onto Ms. Urrutia and other aggrieved employees. At all relevant times, Ms. Urrutia did not earn at least two (2) times the minimum wage.

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

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

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

At all relevant times, on information and belief, SHAHS failed, on a company-wide basis, to provide written notice to Ms. Urrutia and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). SHAHS's failure to provide Ms. Urrutia and other aggrieved employees with written notice of basic information regarding their employment with SHAHS is in violation of Labor Code section 2810.5.

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

Accordingly, Ms. Urrutia seeks the remedies set forth in Labor Code section 558 for herself, the State

of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Urrutia, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against SHAHS 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, 2802, and 2810.5.

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

Pre-Litigation Demand

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

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

1. SHAHS shall pay Ms. Urrutia and all other aggrieved employees employed by SHAHS at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. SHAHS 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. SHAHS shall conduct a survey or interview all current and former aggrieved employees in California who worked for SHAHS in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for travel, mileage, laundering expenses, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. SHAHS 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(a), 516, and 1198. SHAHS 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. SHAHS shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for SHAHS's benefit, including, but not limited to, costs of travel expenses, mileage, laundering expenses, or other expenditures, as required by Labor Code section 2802.

6. SHAHS shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. SHAHS shall provide Ms. Urrutia and all aggrieved employees employed by SHAHS 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. SHAHS 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.
9. SHAHS shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
10. SHAHS shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC 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:

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

Best Regards,



Mao Shiokura

Copy: SHAHS OF SHIRAZ, INC. (via U.S. Certified Mail); BUNCH OF BULL, INC. (via U.S. Certified Mail); CENTRAL VALLEY FAST FOODS, INC. (via U.S. Certified Mail); CENTRAL VALLEY GROUP, INC. (via U.S. Certified Mail); CENTRAL VALLEY GROUP II, INC. (via U.S. Certified Mail); EUREKA FAST FOODS CORP. (via U.S. Certified Mail); EUREKA FORTUNE, INC. (via U.S. Certified Mail); NOR CAL FAST FOODS , INC. (via U.S. Certified Mail); SCARBROUGH MANAGEMENT CORPORATION (via U.S. Certified Mail); QSR WEST ,INC. (via U.S. Certified Mail); QSR WEST BUILDING, INC (via U.S. Certified Mail); QSR WEST BUILDING , LLC (via U.S. Certified Mail); QSR WEST DEVELOPMENT ONE , INC. (via U.S. Certified Mail); QSR WEST DEVELOPMENT, LLC (via U.S. Certified Mail)

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Urrutia v. Shahs
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9590 9402 5816 0034 8452 53

2. Article Number (Transfer from service label)

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

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9590 9402 5816 0034 8452 60

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Sent To

BUNCH OF BULL, INC.

Street and Apt. No. 7011 KOLL CENTER PHWY, STE 150

City, State, ZIP+4® PLEASANTON CA 94566

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

See Reverse for Instructions

Postmark

Here

Urrutia v. Bunch
of Bull, Inc.



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

CENTRAL VALLEY FAST FOODS, INC.
7011 KOLL CENTER PKWY, #150
PLEASANTON CA 94566



9590 9402 5816 0034 8452 77

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4815

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt



7020 1290 0001 8879 4815

CENTRAL VALLEY FAST FOODS, INC.
7011 KOLL CENTER PKWY, #150
PLEASANTON CA 94566

one
LAW APC
Park East, Ste 1000
CA 90067

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

CENTRAL VALLEY FAST FOODS, INC.

Street and Apt. No., P.O. Box, or other location
7011 KOLL CENTER PKWY, #150City, State, ZIP+4®
PLEASANTON CA 94566

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

See Reverse for Instructions

Postmark
Here

Veronica V. Central
Valley Fast Foods,
Inc.

7020 1290 0001 8879 4815



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

CENTRAL VALLEY GROUP, INC.
143 SILVER PINE LANE
DANVILLE CA 94506



9590 9402 5816 0034 8452 84

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4631

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 4631

CENTRAL VALLEY GROUP, INC.
143 SILVER PINE LANE
DANVILLE CA 94506

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

\$ 5.08

Sent To

CENTRAL VALLEY GROUP, INC.

Street and Apt. No. 143 SILVER PINE LANE

City, State, ZIP+4® DANVILLE CA 94506

Postmark
Here

Urrutia V. Central
Valley Group, Inc.

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

See Reverse for Instructions

tone
LAW APC
ary Park East, Ste 1000
S CA 90067



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

CENTRAL VALLEY GROUP II, INC.
508 BLACKHAWK CLUB DR.
DANVILLE CA 94506



9590 9402 5816 0034 8452 91

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4822

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 4822

CENTRAL VALLEY GROUP II, INC.
508 BLACKHAWK CLUB DR.
DANVILLE CA 94506

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

CENTRAL VALLEY GROUP II, INC.
508 BLACKHAWK CLUB DR.
DANVILLE CA 94506

Postmark
Here

Urrutia v. Central
Valley Group II,
Inc.

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

See Reverse for Instructions

tone

LAW APC

ury Park East, Ste 1000
S. CA 90067

CERTIFIED MAIL®



7020 1290 0001 8879 4839

Stone
LAW APC
1000 Park East, Ste 1000
San Jose, CA 95067

EUREKA FAST FOODS CORP.
5748 KINGSMILL TER
DUBLIN CA 94568



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:

EUREKA FAST FOODS CORP.
5748 KINGSMILL TER
DUBLIN CA 94568



9590 9402 5816 0034 8453 07

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4839

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

EUREKA FAST FOODS CORP.

Street and Apt. No., 5748 KINGSMILL TER

City, State, ZIP+4® DUBLIN CA 94568

Postmark

Urrutia v. Eureka
Fast Foods Corp.

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:

EUREKA FORTUNE, INC.
7011 KOLL CENTER PKWY #150
PLEASANTON CA 94566



9590 9402 5816 0034 8450 79

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4846

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt



7020 1290 0001 8879 4846

EUREKA FORTUNE, INC.
7011 KOLL CENTER PKWY #150
PLEASANTON CA 94566

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

EUREKA FORTUNE, INC.

Street and Apt. No., 7011 KOLL CENTER PKWY #150

City, State, ZIP+4® PLEASANTON CA 94566

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

See Reverse for Instructions

Postmark
HereUrratia v. Eureka
Fortune, Inc.

tone

LAW APC

ury Park East, Ste 1000
s. CA 90067

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

NOR CAL FAST FOODS, INC.
7011 KOLL CENTER PKWY, #150
PLEASANTON CA 94566



9590 9402 5816 0034 8450 86

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4327

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 4327

NOR CAL FAST FOODS, INC.
7011 KOLL CENTER PKWY, #150
PLEASANTON CA 94566

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

Certified Mail Fee

\$ 3.60

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

\$ 5.08

Sent To

NOR CAL FAST FOODS, INC.
7011 KOLL CENTER PKWY, #150
PLEASANTON CA 94566

Postmark

Umatia v. Nor Cal
Fast Foods, Inc.

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

See Reverse for Instructions

one
AW APC
y Park East, Ste 1000
CA 90067

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

SCARBROUGH MANAGEMENT
CORPORATION
508 BLACKHAWK CLUB DRIVE
DANVILLE CA 94506



9590 9402 5816 0034 8450 93

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4297

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



7020 1290 0001 8879 4297

SCARBROUGH MANAGEMENT
CORPORATION
508 BLACKHAWK CLUB DRIVE
DANVILLE CA 94506

**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

SCARBROUGH MANAGEMENT
CORPORATION

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

508 BLACKHAWK CLUB DRIVE

City, State, ZIP+4®

DANVILLE CA 94506

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

See Reverse for Instructions

Postmark
HereUmitia V.
Scarborough
Management Corp

one
AW APC
y Park East, Ste 1000
CA 90067

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

QSR WEST, INC.
7011 KOLL CENTER PKWY, #150
PLEASANTON CA 94566



9590 9402 5816 0034 8451 09

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4280

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 4280

QSR WEST, INC.
7011 KOLL CENTER PKWY, #150
PLEASANTON CA 94566

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

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

Domestic Mail Only

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

Certified Mail Fee

\$ 3.60

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

QSR WEST, INC.

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

7011 KOLL CENTER PKWY, #150

City, State, ZIP+4®

PLEASANTON CA 94566

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

See Reverse for Instructions

Postmark
HereUrnika v. QSR
West, Inc.



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

QSR WEST BUILDING, INC
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566



9590 9402 5816 0034 8451 16

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4273

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 4273

QSR WEST BUILDING, INC
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566

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

QSR WEST BUILDING, INC
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566

Postmark
Here

Urrutia v. QSR
West Building,
Inc.

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

See Reverse for Instructions

one
LAW APC
Park East, Ste 1000
CA 94607



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:

QSR WEST DEVELOPMENT ONE, INC.
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566



9590 9402 5816 0034 8453 14

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4648

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

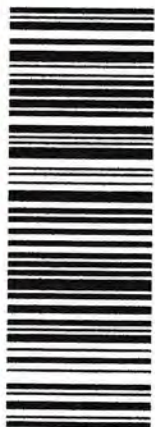
☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

nsured Mail

nsured 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 4648

QSR WEST DEVELOPMENT ONE, INC.
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566

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

OFFICIAL USE

Certified Mail Fee

\$ 8.60

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

QSR WEST DEVELOPMENT ONE, INC.
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566

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

See Reverse for Instructions

Postmark
Here

Maria V. QSR
West Development
One, Inc.

tone

LAW APC

ury Park East, Ste 1000
CA 94607

CERTIFIED MAIL



7020 1290 0001 8879 4655

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

QSR WEST DEVELOPMENT, LLC
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566



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:

QSR WEST DEVELOPMENT, LLC
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566



9590 9402 5816 0034 8452 46

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4655

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

QSR WEST DEVELOPMENT, LLC
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566

Postmark
Here

Urrutia v. QSR
West Development,
LLC

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

See Reverse for Instructions

7020 1290 0001 8879 4655

CERTIFIED MAIL®



7020 1290 0001 8879 4853



Stone
LAW APC
1000
Park East, Ste 1000
CA 90067

QSR WEST BUILDING, LLC
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566

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:

QSR WEST BUILDING, LLC
7011 KOLL CENTER PHWY, STE 150
PLEASANTON CA 94566



9590 9402 5816 0034 8451 23

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4853

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

QSR WEST BUILDING, LLC

Street and Apt. No., PO Box No.

7011 KOLL CENTER PHWY, STE 150

City, State, ZIP+4®

PLEASANTON CA 94566

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

See Reverse for Instructions

Postmark
Here

Urrutia V. QSR
West Building, LLC

7020 1290 0001 8879 4853

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:

EUREKA FAST FOODS CORP.
5748 KINGSMILL TER
DUBLIN CA 94568



9590 9402 5816 0034 8453 07

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4839

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