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ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 14 2021

Sherri R. Carter, Executive Officer/Clerk of Court

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BY FAX

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

Plaintiff,

vs.

MARIA'S HOLDINGS CORP., a
California corporation; BEST ITALIAN
KITCHEN IN TOWN, INC., a California
corporation; MARIA'S ITALIAN
KITCHEN, INC., a California corporation;
MARIA'S ITALIAN KITCHEN
DOWNTOWN LA, INC., a California
corporation; MARIA'S ITALIAN
KITCHEN MDR, LLC, a California limited
liability company; MARIA'S ITALIAN
KITCHEN NUMBER SIX, LLC, a
California limited liability company;
MARIA'S ITALIAN KITCHEN NUMBER
SEVEN, LLC, a California limited liability
company; MARIA'S ITALIAN KITCHEN
NUMBER EIGHT, INC., a California
corporation; MARIA'S ITALIAN
KITCHEN NUMBER NINE, LLC, a
California limited liability company;
MARIA'S ITALIAN KITCHEN
OXNARD, LLC, a California limited
liability company; MAX ZR, a California
corporation; MIK MONTANA LLC, a
California limited liability company; MIK
LARCHMONT LLC, a California limited
liability company; NICK AT
NORTHRIDGE INC., a California

Case No.:

21ST CV33798

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

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

Jury Trial Demanded

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corporation; THE ORIGINAL MARIA’S
ITALIAN KITCHEN, LLC, a California
limited liability company; and DOES 1
through 10, inclusive,

Defendants.

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

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

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

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

2 4. Venue is proper in this Court, because Defendants each filed a Statement of
3 Information form with the California Secretary of State designating a principal place of
4 business in the County of Los Angeles, in accordance with California Corporations Code
5 section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court, because
6 Defendants employ persons in this county, and employed Plaintiff in this county, and thus a
7 substantial portion of the transactions and occurrences related to this action occurred in this
8 county.

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

13 **THE PARTIES**

14 6. Plaintiff Kevin Reyes is a resident of city of Van Nuys, in Los Angeles County,
15 California. Defendants employed Plaintiff as an hourly paid, non-exempt Utility employee,
16 Cook, and Assistant Kitchen Manager from approximately July 2016 to March 6, 2021.
17 Plaintiff worked for Defendants at its restaurant location in Woodland Hills, California.
18 During the relevant time period, Plaintiff typically worked six (6) hours or more per day and
19 five (5) days per week, from 4:00 p.m. to 10:00 p.m. At the time Plaintiff’s employment
20 ended, he was compensated approximately \$16.30 per hour. His job duties included, without
21 limitation, cooking, preparing takeout orders, cleaning the kitchen and storage areas.

22 7. On information and belief, Defendants required some employees, including
23 Plaintiff, to execute a dispute resolution policy and/or arbitration agreement at the time of
24 their hire or during their employment. On further information and belief, Defendants’ dispute
25 resolution policy and/or arbitration agreement was and is both procedurally and substantively
26 unconscionable. Specifically, Defendants presented employees with an Alternative Dispute
27 Resolution Agreement (“Arbitration Agreement”), which had to be reviewed and signed
28 immediately. Also, employees did not have a meaningful opportunity to negotiate the terms

1 of the Arbitration Agreement. Rather, it was provided to Defendants' employees for them to
2 sign on a take-it or leave-it basis.

3 8. MARIA'S HOLDINGS CORP. was and is, upon information and belief, a
4 California corporation, and at all times hereinafter mentioned, an employer whose employees
5 are engaged throughout this county and the State of California.

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

9 10. MARIA'S ITALIAN KITCHEN, INC. was and is, upon information and belief,
10 a California corporation, and at all times hereinafter mentioned, an employer whose
11 employees are engaged throughout this county and the State of California.

12 11. MARIA'S ITALIAN KITCHEN DOWNTOWN LA, INC. was and is, upon
13 information and belief, a California corporation, and at all times hereinafter mentioned, an
14 employer whose employees are engaged throughout this county and the State of California.

15 12. MARIA'S ITALIAN KITCHEN MDR, LLC was and is, upon information and
16 belief, a California limited liability company, and at all times hereinafter mentioned, an
17 employer whose employees are engaged throughout this county and the State of California.

18 13. MARIA'S ITALIAN KITCHEN NUMBER SIX, LLC was and is, upon
19 information and belief, a California limited liability company, and at all times hereinafter
20 mentioned, an employer whose employees are engaged throughout this county and the State of
21 California.

22 14. MARIA'S ITALIAN KITCHEN NUMBER SEVEN, LLC was and is, upon
23 information and belief, a California limited liability company, and at all times hereinafter
24 mentioned, an employer whose employees are engaged throughout this county and the State of
25 California.

26 15. MARIA'S ITALIAN KITCHEN NUMBER EIGHT, INC. was and is, upon
27 information and belief, a California corporation, and at all times hereinafter mentioned, an
28 employer whose employees are engaged throughout this county and the State of California.

1 16. MARIA’S ITALIAN KITCHEN NUMBER NINE, LLC was and is, upon
2 information and belief, a California limited liability company, and at all times hereinafter
3 mentioned, an employer whose employees are engaged throughout this county and the State of
4 California.

5 17. MARIA’S ITALIAN KITCHEN OXNARD, LLC was and is, upon information
6 and belief, a California limited liability company, and at all times hereinafter mentioned, an
7 employer whose employees are engaged throughout this county and the State of California.

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

11 19. MIK MONTANA LLC was and is, upon information and belief, a California
12 limited liability company and at all times hereinafter mentioned, an employer whose
13 employees are engaged throughout this county and the State of California.

14 20. MIK LARCHMONT LLC was and is, upon information and belief, a California
15 limited liability company, and at all times hereinafter mentioned, an employer whose
16 employees are engaged throughout this county and the State of California.

17 21. MARIA’S ITALIAN KITCHEN OXNARD, LLC was and is, upon information
18 and belief, a California limited liability company, and at all times hereinafter mentioned, an
19 employer whose employees are engaged throughout this county and the State of California.

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

23 23. THE ORIGINAL MARIA’S ITALIAN KITCHEN, LLC was and is, upon
24 information and belief, a California limited liability company, and at all times hereinafter
25 mentioned, an employer whose employees are engaged throughout this county and the State of
26 California.

27 24. Plaintiff is unaware of the true names or capacities of the Defendants sued
28 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to

1 amend the complaint and serve such fictitiously named Defendants once their names and
2 capacities become known.

3 25. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
4 were the partners, agents, owners, or managers of MARIA’S HOLDINGS CORP.; BEST
5 ITALIAN KITCHEN IN TOWN, INC.; MARIA’S ITALIAN KITCHEN, INC.; MARIA’S
6 ITALIAN KITCHEN DOWNTOWN LA, INC.; MARIA’S ITALIAN KITCHEN MDR, LLC;
7 MARIA’S ITALIAN KITCHEN NUMBER SIX, LLC; MARIA’S ITALIAN KITCHEN
8 NUMBER SEVEN, LLC; MARIA’S ITALIAN KITCHEN NUMBER EIGHT, INC.;
9 MARIA’S ITALIAN KITCHEN NUMBER NINE, LLC; MARIA’S ITALIAN KITCHEN
10 OXNARD, LLC; MAX ZR; MIK MONTANA LLC; MIK LARCHMONT LLC; NICK AT
11 NORTHRIDGE INC.; and THE ORIGINAL MARIA’S ITALIAN KITCHEN, LLC
12 (collectively, “Defendants” or “MARIAS”) at all relevant times.

13 26. Plaintiff is informed and believes, and thereon alleges, that each and all of the
14 acts and omissions alleged herein was performed by, or is attributable to, MARIA’S
15 HOLDINGS CORP.; BEST ITALIAN KITCHEN IN TOWN, INC.; MARIA’S ITALIAN
16 KITCHEN, INC.; MARIA’S ITALIAN KITCHEN DOWNTOWN LA, INC.; MARIA’S
17 ITALIAN KITCHEN MDR, LLC; MARIA’S ITALIAN KITCHEN NUMBER SIX, LLC;
18 MARIA’S ITALIAN KITCHEN NUMBER SEVEN, LLC; MARIA’S ITALIAN KITCHEN
19 NUMBER EIGHT, INC.; MARIA’S ITALIAN KITCHEN NUMBER NINE, LLC; MARIA’S
20 ITALIAN KITCHEN OXNARD, LLC; MAX ZR; MIK MONTANA LLC; MIK
21 LARCHMONT LLC; NICK AT NORTHRIDGE INC.; THE ORIGINAL MARIA’S
22 ITALIAN KITCHEN, LLC; and/or DOES 1 through 10, each acting as the agent, employee,
23 alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants
24 and was acting within the course and scope of such agency, employment, joint venture, or
25 concerted activity with legal authority to act on the others’ behalf. The acts of any and all
26 Defendants were in accordance with, and represent, the official policy of Defendants.

27 27. At all relevant times, Defendants, and each of them, ratified each and every act
28 or omission complained of herein. At all relevant times, Defendants, and each of them, aided

1 and abetted the acts and omissions of each and all the other Defendants in proximately causing
2 the damages herein alleged.

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

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

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

- 20 (a) jointly exercised meaningful control over the work performed by
21 Plaintiff and other non-party Aggrieved Employees;
- 22 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
23 Aggrieved Employees’ wages, hours, and working conditions, including
24 the quantity, quality standards, speed, scheduling, and operative details
25 of the tasks performed by Plaintiff and other non-party Aggrieved
26 Employees;
- 27 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
28 perform work which is an integral part of Defendants’ businesses; and

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

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

12 32. MARIA'S HOLDINGS CORP.; BEST ITALIAN KITCHEN IN TOWN, INC.;
13 MARIA'S ITALIAN KITCHEN, INC.; MARIA'S ITALIAN KITCHEN DOWNTOWN LA,
14 INC.; MARIA'S ITALIAN KITCHEN MDR, LLC; MARIA'S ITALIAN KITCHEN
15 NUMBER SIX, LLC; MARIA'S ITALIAN KITCHEN NUMBER SEVEN, LLC; MARIA'S
16 ITALIAN KITCHEN NUMBER EIGHT, INC.; MARIA'S ITALIAN KITCHEN NUMBER
17 NINE, LLC; MARIA'S ITALIAN KITCHEN OXNARD, LLC; MAX ZR; MIK MONTANA
18 LLC; MIK LARCHMONT LLC; NICK AT NORTHRIDGE INC.; THE ORIGINAL
19 MARIA'S ITALIAN KITCHEN, LLC; and DOES 1 through 10 are therefore alter egos of
20 each other.

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

24 34. Plaintiff further alleges, upon information and belief, that Defendants
25 MARIA'S HOLDINGS CORP.; BEST ITALIAN KITCHEN IN TOWN, INC.; MARIA'S
26 ITALIAN KITCHEN, INC.; MARIA'S ITALIAN KITCHEN DOWNTOWN LA, INC.;
27 MARIA'S ITALIAN KITCHEN MDR, LLC; MARIA'S ITALIAN KITCHEN NUMBER
28 SIX, LLC; MARIA'S ITALIAN KITCHEN NUMBER SEVEN, LLC; MARIA'S ITALIAN

1 KITCHEN NUMBER EIGHT, INC.; MARIA’S ITALIAN KITCHEN NUMBER NINE,
2 LLC; MARIA’S ITALIAN KITCHEN OXNARD, LLC; MAX ZR; MIK MONTANA LLC;
3 MIK LARCHMONT LLC; NICK AT NORTHRIDGE INC.; and THE ORIGINAL MARIA’S
4 ITALIAN KITCHEN, LLC are alter egos of each other for the following reasons:

5 (a) On the California Secretary of State’s website MARIA’S HOLDINGS
6 CORP.; BEST ITALIAN KITCHEN IN TOWN, INC.; MARIA’S
7 ITALIAN KITCHEN, INC.; MARIA’S ITALIAN KITCHEN
8 DOWNTOWN LA, INC.; MARIA’S ITALIAN KITCHEN MDR, LLC;
9 MARIA’S ITALIAN KITCHEN NUMBER SIX, LLC; MARIA’S
10 ITALIAN KITCHEN NUMBER SEVEN, LLC; MARIA’S ITALIAN
11 KITCHEN NUMBER EIGHT, INC.; MARIA’S ITALIAN KITCHEN
12 NUMBER NINE, LLC; MARIA’S ITALIAN KITCHEN OXNARD,
13 LLC; MAX ZR; MIK MONTANA LLC; NICK AT NORTHRIDGE
14 INC.; and THE ORIGINAL MARIA’S ITALIAN KITCHEN, LLC
15 share the same entity address and mailing address, “10645 Arminta St,
16 Van Nuys, CA 91406;” and

17 (b) On information and belief, MARIA’S HOLDINGS CORP.; BEST
18 ITALIAN KITCHEN IN TOWN, INC.; MARIA’S ITALIAN
19 KITCHEN, INC.; MARIA’S ITALIAN KITCHEN DOWNTOWN LA,
20 INC.; MARIA’S ITALIAN KITCHEN MDR, LLC; MARIA’S
21 ITALIAN KITCHEN NUMBER SIX, LLC; MARIA’S ITALIAN
22 KITCHEN NUMBER SEVEN, LLC; MARIA’S ITALIAN KITCHEN
23 NUMBER EIGHT, INC.; MARIA’S ITALIAN KITCHEN NUMBER
24 NINE, LLC; MARIA’S ITALIAN KITCHEN OXNARD, LLC; MAX
25 ZR; MIK MONTANA LLC; MIK LARCHMONT LLC; NICK AT
26 NORTHRIDGE INC.; and THE ORIGINAL MARIA’S ITALIAN
27 KITCHEN, LLC utilize the same standardized employment forms and
28 issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

35. Defendants own and operate several restaurants, with at least 9 locations in Los Angeles County. Upon information and belief, Defendants maintain a centralized Human Resources (“HR”) department at their corporate headquarters in Van Nuys, 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.

36. 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.

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

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

39. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel

1 practices, and about the requirements of California law.

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

5 41. 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 receive certain wages for overtime compensation and that they were not receiving certain
8 wages for overtime compensation.

9 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that other non-party Aggrieved Employees were entitled to be paid at a
11 regular rate of pay, and corresponding overtime rates of pay, that included as eligible income
12 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of
13 compensation, but failed to incorporate all forms of remuneration in calculating the regular
14 rate of pay for other non-party Aggrieved Employees.

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

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

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

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

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

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

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

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

3 50. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that other non-party Aggrieved Employees were entitled to suitable
5 seating and/or were entitled to sit when it did not interfere with the performance of their duties
6 and have seats nearby to use during a lull in tasks that do require moving about or standing.
7 In violation of the California Labor Code and applicable IWC Wage Order, Defendants failed
8 to provide other non-party Aggrieved Employees suitable seating.

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

15 52. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
17 receive reimbursement for all business-related expenses and costs they incurred during the
18 course and scope of their employment and that they did not receive reimbursement of
19 applicable business-related expenses and costs incurred.

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

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

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

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

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

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

- 13 (a) The aggrieved employee shall give written notice by online filing
14 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
15 to the employer of the specific provisions of the California Labor Code
16 alleged to have been violated, including the facts and theories to support
17 the alleged violations.
- 18 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
19 2699.3(a) and any employer response to that notice shall be
20 accompanied by a filing fee of seventy-five dollars (\$75).
- 21 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
22 employer and the aggrieved employee by certified mail that it does not
23 intend to investigate the alleged violation within sixty (60) calendar
24 days of the postmark date of the Employee’s Notice. Upon receipt of
25 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
26 five (65) calendar days of the postmark date of the Employee’s Notice,
27 the aggrieved employee may commence a civil action pursuant to
28 California Labor Code section 2699 to recover civil penalties in addition

1 to any other penalties to which the employee may be entitled.

2 58. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
3 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
4 provision other than those listed in Section 2699.5 after the following requirements have been
5 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
13 accompanied 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
16 give written notice by certified mail within that period of time to the
17 aggrieved employee or representative and the agency if the alleged
18 violation is cured, including a description of actions taken, and no civil
19 action pursuant to Section 2699 may commence. If the alleged violation
20 is not cured within the 33-day period, the employee may commence a
21 civil action pursuant to Section 2699.

22 59. On July 9, 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-837440-21. A true and correct copy of Plaintiff's written notice to

1 the LWDA and Defendants dated July 9, 2021 is attached hereto as “Exhibit 1.”

2 60. 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 61. 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, and 2802.

9 62. 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
12 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
13 dollars (\$50) for each underpaid employee for each pay period for which the employee was
14 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
15 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
16 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
17 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
18 as a private attorney general, seeks assessment and collection of civil penalties under Labor
19 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
20 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
21 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
22 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
23 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the
24 applicable IWC Wage Order.

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

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

65. 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 himself, 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, and 2802.

FIRST CAUSE OF ACTION

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

(Against all Defendants)

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

67. 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 and 1182.12.

68. 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 and failure to properly calculate the overtime rates paid to other non-party Aggrieved Employees, as set forth below;

(b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and

1 the applicable IWC Wage Order for Defendants' failure to compensate
2 Plaintiff and other non-party Aggrieved Employees with at least
3 minimum wages for all hours worked, as set forth below;

4 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
5 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
6 and other non-party Aggrieved Employees with meal periods, as set
7 forth below;

8 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
9 applicable IWC Wage Order for Defendants' failure to authorize and
10 permit Plaintiff and other non-party Aggrieved Employees to take rest
11 periods, as set forth below;

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

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

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

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

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

26 (j) Violation of Labor Code section 1198 and the applicable IWC Wage
27 Order for failure to pay reporting time pay when Plaintiff and other non-
28 party Aggrieved Employees were put to work for less than half of their

regular scheduled shifts, as set forth below; and

- (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

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

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

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

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

73. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the

seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

74. Defendants willfully failed to pay all overtime wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time period, Plaintiff and other non-party 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.

75. First, during the relevant period, upon information and belief, Defendants had, and continue to have, a company-wide policy of discouraging and impeding Plaintiff and other non-party 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 policy of limiting overtime, coupled with Defendants' use of labor budgets and assignment of heavy workloads (*see infra*), led Plaintiff and other non-party Aggrieved Employees to work off-the-clock before and after their scheduled shift times. For example, five (5) times per week, Plaintiff was forced to clock out at the end of his shift to avoid accruing overtime, but continued working for 30 minutes per instance, in order to complete duties such as cleaning the kitchen, preparing vegetables and ingredients for the following day, and storing food items. At all times, Plaintiff remained under the control of Defendants. Defendants could have recorded this off-the-clock work, but refused to do so to avoid paying Plaintiff and other non-party Aggrieved Employees overtime wages.

76. Second, during the relevant time period, Defendants had, and continue to have, a company-wide policy of requiring Plaintiff and other non-party Aggrieved Employees to submit to pre-shift COVID-19 health screenings, including temperature checks and COVID-19 related screening questions, which were conducted off-the-clock in order to further limit the amount of overtime employees could accrue. For example, Plaintiff was required to submit to these daily health screenings prior to clocking in for his scheduled shifts, which could take several minutes per instance or more, as he would sometimes be required to wait

1 for his managers to prepare for and conduct the health screenings. Plaintiff and other non-
2 party Aggrieved Employees were not compensated for this off-the-clock time spent
3 undergoing the required health screenings.

4 77. Third, Defendants had, and continue to have, a company-wide policy and/or
5 practice of requiring Plaintiff and other non-party Aggrieved Employees to obtain certain
6 certificates, such as a food handler's certificate, and to keep their certificates and/or trainings
7 up-to-date, but Defendants failed to compensate Plaintiff and other non-party Aggrieved
8 Employees for this time spent doing so. For example, Plaintiff was required to take an online
9 training course twice while off the clock which took 45-60 minutes to complete each instance,
10 but was not compensated for this time worked. Thus, Defendants failed to track the time
11 Plaintiff and other non-party Aggrieved Employees spent completing the mandatory trainings,
12 and Plaintiff and other non-party Aggrieved Employees received no compensation for this
13 time.

14 78. Fourth, upon information and belief, Defendants had, and continue to have, a
15 company-wide policy and/or practice of strictly staffing their restaurants based on the labor
16 hours allocated by corporate for each location. For example, on information and belief,
17 Defendants limited the allocation of labor hours based on certain sales metrics, but this
18 allotment was insufficient to staff the restaurants during their hours of operation, meet
19 customer demand, and provide adequate meal period coverage. Defendants' uniform use of
20 labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure
21 to provide other aggrieved employees with adequate meal period coverage, because there were
22 too few employees on duty to handle the workload and attend to customers. Defendants also
23 had a practice of failing to schedule meal periods, which further caused other non-party
24 Aggrieved Employees to not be relieved of their duties for compliant meal periods. As a
25 result of this lack of meal period coverage, other non-party Aggrieved Employees were not
26 always afforded 30-minute meal periods during shifts when they were entitled to receive a
27 meal period.

28 79. Moreover, upon information and belief, because Defendants frowned upon

1 employees accruing meal period penalties, Defendants pressured other non-party Aggrieved
2 Employees to clock out for meal periods while they continued to work and/or adjusted
3 employee time records to reflect compliant meal periods, regardless of whether they had
4 received a compliant meal period, in order to strictly limit meal penalties that Defendants
5 would otherwise owe. In addition, Defendants' company-wide timekeeping system prevented
6 Plaintiff and other non-party Aggrieved Employees from recording all hours worked when
7 their meal periods were missed, shortened, and/or interrupted, because the system prevented
8 employees from clocking back in from meal periods until 30 minutes had elapsed.

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

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

27 82. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
28 the balance of overtime compensation as required by California law, violates the provisions of

1 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
2 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
3 558 and/or 2699(a), (f), and (g).

4 **FAILURE TO PAY MINIMUM WAGES**

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

6 83. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
7 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
8 to be paid to employees, and the payment of a wage less than the minimum so fixed is
9 unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 order as “the
10 time during which an employee is subject to the control of an employer, and includes all the
11 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
12 Code. Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

13 84. First, as stated above, during the relevant time period, as a result of Defendants’
14 policy of limiting the amount of overtime employees could accrue, Plaintiff and other non-
15 party Aggrieved Employees were forced to work off-the-clock after their scheduled shift end
16 times to complete their work-related tasks. In addition, as set forth above, Plaintiff and other
17 non-party Aggrieved Employees were required to undergo COVID-19 health screenings prior
18 to clocking in for the start of their scheduled shifts. Moreover, as stated, Plaintiff and other
19 non-party Aggrieved Employees were required to complete mandatory trainings and/or obtain
20 certain certificates while off the clock or outside of their scheduled shifts. However,
21 Defendants did not compensate Plaintiff and other non-party Aggrieved Employees for this
22 time spent working off-the-clock.

23 85. Second, as stated, on information and belief, due to Defendants’ company-wide
24 practice of utilizing labor budgets, assigning of heavy workloads, failing to schedule meal
25 periods, and subsequent lack of meal period coverage, other non-party Aggrieved Employees
26 were impeded from taking all uninterrupted meal periods to which they were entitled and were
27 required to work off-the-clock. Moreover, as stated, in order to prevent employees from
28 accruing meal period penalties, upon information and belief, Defendants’ management

1 pressured employees to clock out for meal periods and/or adjusted employee time records to
2 reflect compliant meal periods, but required them to continue working, time for which they
3 were not paid. Also, as set forth above, during the relevant time period, Defendants
4 systematically failed to pay Plaintiff and other non-party Aggrieved Employees for actual
5 hours worked during unpaid meal periods, because Defendants' timekeeping system locked
6 out Plaintiff and other non-party Aggrieved Employees for 30 minutes when they clocked out
7 for a meal period.

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

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

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

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

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

1 90. At all relevant times herein set forth, California Labor Code sections 226.7,
2 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
3 meal period mandated by an applicable order of the IWC.

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

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

26 93. Defendants' practices and policies prevented Plaintiff and/or other non-party
27 Aggrieved Employees from taking all compliant meal periods to which they were entitled. As
28 a result, Plaintiff and other non-party Aggrieved Employees were forced to work in excess of

1 five (5) hours before taking a meal period, had their meal periods interrupted or cut short,
2 and/or had to forgo their meal periods altogether.

3 94. Additionally, Defendants did not provide other non-party Aggrieved
4 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)
5 hours in one day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal
6 period waivers on days that they were entitled to meal periods and were not relieved of all
7 duties.

8 95. Moreover, Defendants had a company-wide policy of requiring all newly hired
9 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
10 the position that non-exempt, hourly paid employees had waived their rights to first meal
11 periods for the entirety of their employment and, on that basis, did not provide them with all
12 meal periods to which they were entitled. Defendants' company-wide use of blanket meal
13 period waivers, signed at or near the time of hire, discouraged and impeded Plaintiff and other
14 non-party Aggrieved Employees from taking all meal periods to which they were entitled.
15 And, Defendants' presumption that meal periods would not be provided for shifts in excess of
16 five (5) hours but less than six (6) hours due to blanket meal period waivers discouraged
17 Plaintiff and other non-party Aggrieved Employees from taking meal periods.

18 96. Defendants knew or should have known that as a result of their policies,
19 Plaintiff and other non-party Aggrieved Employees were not actually relieved of all duties to
20 take timely, uninterrupted meal periods. Defendants further knew or should have known that
21 they did not pay Plaintiff and other non-party Aggrieved Employees meal period premiums
22 when they were missed, late, short, and/or interrupted.

23 97. Furthermore, Defendants engaged in a company-wide practice and/or policy of
24 not paying meal period premiums owed when compliant meal periods were not provided.
25 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
26 have not received premium pay for missed, interrupted, shortened, or late meal periods.
27 Alternatively, to the extent that Defendants did pay other non-party Aggrieved Employees
28 meal period premium pay for missed, late, interrupted, and shortened meal periods,

1 Defendants did not pay other non-party Aggrieved Employees at the correct rate of pay for
2 premiums because Defendants systematically failed to include all forms of compensation,
3 such as, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the
4 calculation of the regular rate of pay.

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

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

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

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

16 100. At all relevant times, the applicable IWC Wage Order provides that "[e]very
17 employer shall authorize and permit all employees to take rest periods, which insofar as
18 practicable shall be in the middle of each work period" and that the "rest period time shall be
19 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
20 hours or major fraction thereof" unless the total daily work time is less than three and one-half
21 (3 ½) hours.

22 101. At all relevant times, California Labor Code section 226.7 provides that no
23 employer shall require an employee to work during any rest period mandated by an applicable
24 order of the California IWC. To comply with its obligation to authorize and permit rest
25 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
26 employer must "relinquish any control over how employees spend their break time, and
27 relieve their employees of all duties—including the obligation that an employee remain on
28 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services*,

1 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

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

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

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

22 105. As a result of Defendants' practices and policies, Plaintiff and other non-party
23 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
24 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
25 were entitled. For example, Plaintiff had to forego his rest periods entirely each workday due
26 to a lack of rest period coverage.

27 106. Defendants also have engaged in a company-wide practice and/or policy of not
28 paying all rest period premiums owed when compliant rest periods are not authorized or

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

8 107. Accordingly, Defendants failed to authorize and permit Plaintiff and other non-
9 party Aggrieved Employees to take compliant rest periods and failed to pay the full rest period
10 premiums due. Defendants' conduct violates the applicable IWC Wage Order and California
11 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
12 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
13 558 and/or 2699(a), (f), and (g).

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

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

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

226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

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

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

112. Third, and separate from these violations, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that fail to list the correct name and address of the legal entity of the actual employer in violation of Labor Code section 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, obtain unemployment benefits, etc. Plaintiff's wage statements list the entity "MARIA'S HOLDING CORP." at the address "16535 ARMINTA ST, VAN NUYS, CA 91406" but,

1 according to the California Secretary of State’s website, there is no such entity by that name at
2 that address (emphasis added). Instead, a similarly named entity, “MARIA’S *HOLDINGS*
3 CORP.”, is listed on the California Secretary of State’s website with a different address: **1653**
4 **ARMINTA ST, VAN NUYS CA 90505** (emphasis added).

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

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

115. 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. . . .” At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party 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.

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

FAILURE TO PAY WAGES DURING EMPLOYMENT

VIOLATION OF LABOR CODE SECTION 204

117. At all relevant times herein set forth, 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. Labor Code section 204 further provides 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.

118. At all relevant times herein, 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, at all relevant times herein, 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

1 more than seven (7) calendar days following the close of the payroll period.

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

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

9 **FAILURE TO PAY WAGES UPON TERMINATION**

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

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

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

23 123. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
24 who are no longer employed by Defendants their wages earned and unpaid at the time of
25 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
26 California Labor Code sections 201 202, and 203. Plaintiff and other non-party Aggrieved
27 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
28 256 and/or 2699(a), (f), and (g).

FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11050 SUBDIVISION 14(A)

124. At all relevant times herein, California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

125. California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

126. Plaintiff alleges that Defendants’ restaurants are generally similar in their layout and design and there was, and continues to be, space behind host stands to allow for the presence and use of a seat or stool by other non-party Aggrieved Employees (with reasonable or no modification to these work areas) during the performance of their work duties. Defendants could have provided other non-party Aggrieved Employees with a seat or stool at host stands, but instead denied them seating and forced other non-party Aggrieved Employees to stand throughout the day.

127. Other non-party Aggrieved Employees spent a substantial portion of their day behind or at these host stands. The nature of the work of an employee performing host duties at host stands can reasonably be accomplished from a seated position. However, Defendants systematically, and on a company-wide basis, did not provide seats or stools at or near its host stands, forcing other non-party Aggrieved Employees to stand throughout their work shifts.

128. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A), because other non-party Aggrieved Employees were not provided with suitable seats and were not allowed to sit, even when it would not have interfered with the performance of their duties as set forth

herein. Defendants' management did not inform other non-party Aggrieved Employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

129. As a result of Defendants' company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Plaintiff and other non-party Aggrieved Employees were forced to stand during shifts and denied seats. Defendants' failure to provide suitable seating to other non-party Aggrieved Employees violated and continues to violate California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(A).

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

FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11050 SUBDIVISION 14(B)

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

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

133. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(B), because other non-party Aggrieved Employees were not allowed to sit, even during lulls in their work

1 duties, nor were they provided with suitable seats in reasonable proximity to their work areas.

2 134. As stated, Plaintiff alleges that Defendants' California restaurants are generally
3 similar in their layout and design and there was, and continues to be, space near their work
4 areas (with reasonable or no modification to these work areas) to allow for the presence and
5 use of a seat or stool by other non-party Aggrieved Employees during lulls in operation.
6 Defendants could have provided other non-party Aggrieved Employees with a seat or stool in
7 their work areas, but instead denied other non-party Aggrieved Employees suitable seating
8 altogether and effectively forced other non-party Aggrieved Employees to stand throughout
9 the day.

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

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

25 137. Other non-party Aggrieved Employees are therefore entitled to recover civil
26 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

27 //

28 //

FAILURE TO PAY REPORTING TIME PAY
VIOLATION OF LABOR CODE SECTION 1198 CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11050 SUBDIVISION 5(A)

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

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

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

141. For example, at least once per week, Plaintiff’s managers would send him home two (2) hours after the start of his shift because business was slow. When this occurred, Defendants did not pay Plaintiff and other non-party Aggrieved Employees for at least half of their scheduled day’s work, or the minimum reporting time pay. Accordingly, Plaintiff and other non-party Aggrieved Employees were not properly compensated with reporting time pay

1 in violation of California Labor Code section 1198 and California Code of Regulations, Title
2 8, section 11050(5)(A).

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

5 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

6 **VIOLATION OF LABOR CODE SECTION 2802**

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

17 144. During the relevant time period, Defendants, on a company-wide basis,
18 required that Plaintiff and other non-party Aggrieved Employees use their own personal
19 cellular phones and cellular data to carry out their job duties but failed to reimburse them for
20 the costs of their work-related cellular phone expenses. For example, Plaintiff's manager
21 would contact him on his personal cellular phone twice per week regarding work-related
22 matters, but Plaintiff was not reimbursed for his cellular phone data costs. Although
23 Defendants required Plaintiff and other non-party Aggrieved Employees to utilize their
24 personal cellular phones to carry out their work-related responsibilities, Defendants failed to
25 reimburse them for this cost.

26 145. Moreover, Defendants, on a company-wide basis, expected Plaintiff and other
27 non-party Aggrieved Employees to report to work in clean and presentable uniforms,
28 including a black shirt bearing Defendants' logo, a black hat, and a white apron, while

1 simultaneously failing to provide employees with an adequate number of those uniform items.
2 Plaintiff and other non-party Aggrieved Employees were required to maintain and wash their
3 uniforms regularly and thus incurred laundering costs. For example, because Plaintiff's
4 uniforms would often become greasy and/or acquire an unpleasant odor due to working with
5 food, he was forced to launder his uniform items separately from his regular clothes, and
6 would spend about \$5.00 per week at the laundromat to launder and maintain his uniform
7 items. Defendants did not reimburse Plaintiff and other non-party Aggrieved Employees for
8 their laundering expenses.

9 146. Defendants could have provided Plaintiff and other non-party Aggrieved
10 Employees with the actual tools for use on the job, such as company phones or access to
11 laundering services. Or, Defendants could have reimbursed employees for the costs of their
12 cellular phone usage, and uniform maintenance and laundering expenses. Instead, Defendants
13 passed these operating costs off onto Plaintiff and other non-party Aggrieved Employees. At
14 all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

15 147. Defendants' company-wide policy and/or practice of passing on their operating
16 costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code
17 section 2802. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
18 recover civil penalties pursuant to Labor Code sections 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 his 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); 1198 and the applicable IWC Wage Order (by failing to provide suitable
8 seating); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay);
9 and 2802 (by failing to reimburse business expenses).

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

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, and 2802.

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 Dated: September 14, 2021

Respectfully submitted,

Capstone Law APC

21
22
23
24 By: 

Orlando Villalba

Helga Hakimi

Roxanna Tabatabaeepour

Attorneys for Plaintiff Kevin Reyes

EXHIBIT “A”

HELGA HAKIMI
310.712.8036 Direct
Helga.Hakimi@capstonelawyers.com

July 9, 2021

VIA ONLINE SUBMISSION

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

Subject: *Kevin Reyes v. Maria's Holdings Corp., et al.*

Dear PAGA Administrator:

This office represents Kevin Reyes in connection with his claims under the California Labor Code. Mr. Reyes was an employee of MARIA'S HOLDING CORP.; MARIA'S HOLDINGS CORP.; BEST ITALIAN KITCHEN IN TOWN, INC.; MARIA'S ITALIAN KITCHEN, INC.; MARIA'S ITALIAN KITCHEN DOWNTOWN LA, INC.; MARIA'S ITALIAN KITCHEN MDR, LLC; MARIA'S ITALIAN KITCHEN NUMBER SIX, LLC; MARIA'S ITALIAN KITCHEN NUMBER SEVEN, LLC; MARIA'S ITALIAN KITCHEN NUMBER EIGHT, INC.; MARIA'S ITALIAN KITCHEN NUMBER NINE, LLC; MARIA'S ITALIAN KITCHEN OXNARD, LLC; MAX ZR; MIK MONTANA LLC; MIK LARCHMONT LLC; NICK AT NORTHRIDGE INC.; and/or THE ORIGINAL MARIA'S ITALIAN KITCHEN, LLC. For the purpose of this letter, Mr. Reyes collectively refers to these entities as "MARIAS."

The employers may be contacted directly at the addresses below:

MARIA'S HOLDING CORP.
16535 ARMINTA ST
VAN NUYS CA 91406

MARIA'S ITALIAN KITCHEN DOWNTOWN LA, INC.
16535 ARMINTA ST
VAN NUYS CA 91406

MARIA'S HOLDINGS CORP.
1653 ARMINTA ST
VAN NUYS CA 90505

MARIA'S ITALIAN KITCHEN MDR, LLC
16535 ARMINTA ST
VAN NUYS CA 91406

BEST ITALIAN KITCHEN IN TOWN, INC.
16535 ARMINTA ST
VAN NUYS CA 91406

MARIA'S ITALIAN KITCHEN NUMBER SIX, LLC
16535 ARMINTA ST
VAN NUYS CA 91406

MARIA'S ITALIAN KITCHEN, INC.
16535 ARMINTA ST
VAN NUYS CA 91406

MARIA'S ITALIAN KITCHEN NUMBER SEVEN, LLC
16535 ARMINTA ST
VAN NUYS CA 91406

MARIA'S ITALIAN KITCHEN NUMBER
EIGHT, INC.
16535 ARMINTA ST
VAN NUYS CA 91406

MIK LARCHMONT LLC
10645 W PICO BLVD
LOS ANGELES CA 90064

MARIA'S ITALIAN KITCHEN NUMBER
NINE, LLC
16535 ARMINTA ST
VAN NUYS CA 91406

MIK MONTANA LLC
16535 ARMINTA ST
VAN NUYS CA 91406

MARIA'S ITALIAN KITCHEN OXNARD, LLC
16535 ARMINTA ST
VAN NUYS CA 91406

NICK AT NORTHRIDGE INC.
16535 ARMINTA ST
VAN NUYS CA 91406

MAX ZR
16535 ARMINTA ST
VAN NUYS CA 91406

THE ORIGINAL MARIA'S ITALIAN KITCHEN, LLC
16535 ARMINTA ST
VAN NUYS CA 91406

Mr. Reyes intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Reyes seeks relief on behalf of himself, the State of California, and other persons who are or were employed by MARIAS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

MARIAS employed Mr. Reyes as an hourly paid, non-exempt Utility employee, Cook, and Assistant Kitchen Manager from approximately July 2016 to March 6, 2021. Mr. Reyes worked for MARIAS at its restaurant location in Calabasas, California. During the relevant time period, Mr. Reyes typically worked six (6) hours or more per day and five (5) days per week, from 4:00 p.m. to 10:00 p.m. At the time Mr. Reyes's employment with MARIAS ended, he earned approximately \$16.30 per hour. His job duties included, without limitation, cooking, preparing takeout orders, cleaning the kitchen and storage areas.

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

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

MARIA'S HOLDING CORP.; MARIA'S HOLDINGS CORP.; BEST ITALIAN KITCHEN IN TOWN, INC.; MARIA'S ITALIAN KITCHEN, INC.; MARIA'S ITALIAN KITCHEN DOWNTOWN LA, INC.; MARIA'S ITALIAN KITCHEN NUMBER EIGHT, INC.; MAX ZR; and

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

NICK AT NORTHRIDGE INC. are California corporations, while MARIA'S ITALIAN KITCHEN MDR, LLC; MARIA'S ITALIAN KITCHEN NUMBER SIX, LLC; MARIA'S ITALIAN KITCHEN NUMBER SEVEN, LLC; MARIA'S ITALIAN KITCHEN NUMBER NINE, LLC; MARIA'S ITALIAN KITCHEN OXNARD, LLC; MIK LARCHMONT LLC; MIK MONTANA LLC; and THE ORIGINAL MARIA'S ITALIAN KITCHEN, LLC are California limited liability companies. Together, MARIAS owns and operates approximately 10 Italian restaurants in the greater Los Angeles area.

Upon information and belief, MARIAS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Van Nuys, California, for all non-exempt, hourly paid employees working for MARIAS in California, including Mr. Reyes and other aggrieved employees. At all relevant times, MARIAS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Reyes and other aggrieved employees, regardless of its location or position.

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

MARIAS willfully failed to pay all overtime wages owed to Mr. Reyes and other aggrieved employees. During the relevant time period, Mr. Reyes 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 period, upon information and belief, MARIAS had, and continues to have, a company-wide policy of discouraging and impeding Mr. Reyes 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 policy of limiting overtime, coupled with MARIAS's use of labor budgets and assignment of heavy workloads (*see infra*), led Mr. Reyes and other aggrieved employees to work off-the-clock before and after their scheduled shift times. For example, five (5) times per week, Mr. Reyes was forced to clock out at the end of his shift

to avoid accruing overtime, but continued working for 30 minutes per instance, in order to complete duties such as cleaning the kitchen, preparing vegetables and ingredients for the following day, and storing food items. At all times, Mr. Reyes remained under the control of MARIAS. MARIAS could have recorded this off-the-clock work, but refused to do so to avoid paying Mr. Reyes and other aggrieved employees overtime wages.

Second, during the relevant time period, MARIAS had, and continues to have, a company-wide policy of requiring Mr. Reyes and other aggrieved employees to submit to pre-shift COVID-19 health screenings, including temperature checks and COVID-19 related screening questions, which were conducted off-the-clock in order to further limit the amount of overtime employees could accrue. For example, Mr. Reyes was required to submit to these daily health screenings prior to clocking for his scheduled shifts, which could take several minutes per instance or more, as he would sometimes be required to wait for his managers to prepare for and conduct the health screenings. Mr. Reyes and other aggrieved employees were not compensated for this off-the-clock time spent undergoing the required health screenings.

Third, MARIAS had, and continues to have, a company-wide policy and/or practice of requiring Mr. Reyes and other aggrieved employees to obtain certain certificates, such as a food handler's certificate, and to keep their certificates and/or trainings up-to-date, but MARIAS failed to compensate Mr. Reyes and other aggrieved employees for this time spent doing so. For example, Mr. Reyes was required to take an online training course twice while he was at home, which took 45-60 minutes to complete each time, but was not compensated for this time worked. Thus, MARIAS failed to track the time Mr. Reyes and other aggrieved employees spent completing the mandatory trainings, and Mr. Reyes and other aggrieved employees received no compensation for this time.

Fourth, upon information and belief, MARIAS had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurants based on the labor hours allocated by corporate for each location. For example, on information and belief, MARIAS limited the allocation of labor hours based on certain sales metrics, but this allotment was insufficient to staff the restaurants during their hours of operation, meet customer demand, and provide adequate meal period coverage. MARIAS's uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. MARIAS also had a practice of failing to schedule meal periods, which further caused other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, other aggrieved employees were not always afforded 30-minute meal periods during shifts when they were entitled to receive a meal period.

Moreover, upon information and belief, because MARIAS frowned upon employees accruing meal period penalties, MARIAS pressured other aggrieved employees to clock out for meal periods while they continued to work and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that MARIAS would otherwise owe. In addition, MARIAS's company-wide timekeeping system prevented Mr. Reyes and other aggrieved employees from recording all hours worked when their meal periods were missed, shortened, and/or interrupted, because the system prevented employees from clocking back in from meal periods until 30 minutes had elapsed.

MARIAS knew or should have known that as a result of these company-wide practices and/or policies, Mr. Reyes and other aggrieved employees were performing assigned duties off-the-clock

before and after their shifts and/or during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Reyes and other aggrieved employees sometimes worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Reyes and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

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

MARIAS' failure to pay Mr. Reyes and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Reyes 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").

First, as stated above, during the relevant time period, as a result of MARIAS's policy of limiting the amount of overtime employees could accrue, Mr. Reyes and other aggrieved employees were forced to work off-the-clock after their scheduled shift end times to complete their work-related tasks. In addition, as set forth above, Mr. Reyes and other aggrieved employees were required to undergo COVID-19 health screenings prior to clocking in for the start of their scheduled shifts. Moreover, as stated, Mr. Reyes and other aggrieved employees were required to complete mandatory trainings and/or obtain certain certificates while at home or outside of their scheduled shifts. However, MARIAS did not compensate Mr. Reyes and other aggrieved employees for this time spent working off-the-clock.

Second, as stated, on information and belief, due to MARIAS's company-wide practice of utilizing labor budgets, assigning of heavy workloads, failing to schedule meal periods, and subsequent lack of meal period coverage, other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Moreover, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, MARIAS's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, but required them to continue working, time for which they were not paid. Also, as set forth above, during the relevant time period,

MARIAS systematically failed to pay Mr. Reyes and other aggrieved employees for actual hours worked during unpaid meal periods, because MARIAS's timekeeping system locked out Mr. Reyes and other aggrieved employees for 30 minutes when they clocked out for a meal period.

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

Accordingly, MARIAS regularly failed to pay at least minimum wages to Mr. Reyes and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Reyes and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal 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 above, MARIAS had, and continues to have, a company-wide policy and/or practice of understaffing its locations due to labor budgeting, which, combined with the assignment of heavy workloads and failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Mr. Reyes and/or other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, as stated, upon information and belief, because MARIAS frowned upon employees accruing meal period penalties, MARIAS's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that would need to be paid by MARIAS. Furthermore, as stated, MARIAS's company-wide timekeeping system prevented Mr. Reyes and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Reyes and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed.

MARIAS's practices and policies prevented Mr. Reyes and/or other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Reyes and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether.

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

Moreover, MARIAS had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. MARIAS took the position that non-exempt, hourly paid employees had waived their rights to first meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. MARIAS's company-wide use of blanket meal period waivers, signed at or near the time of hire, discouraged and impeded Mr. Reyes and other aggrieved employees from taking all meal periods to which they were entitled. And, MARIAS's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours due to blanket meal period waivers discouraged Mr. Reyes and other aggrieved employees from taking meal periods.

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

Furthermore, MARIAS 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, Mr. Reyes and/or other aggrieved employees have not received premium pay for missed, interrupted, shortened, or late meal periods. Alternatively, to the extent that MARIAS did pay other aggrieved employees premium pay for missed, late, interrupted, and shortened meal periods, MARIAS did not pay other aggrieved employees at the correct rate of pay for premiums because MARIAS 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, MARIAS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Reyes 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 (3½) hours.

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

During the relevant time period, MARIAS regularly failed to authorize and permit Mr. Reyes 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, MARIAS’s company-wide practices, including utilizing labor budgets and assigning heavy workloads, prevented Mr. Reyes and other aggrieved employees from being relieved of all duty to take their rest periods. Additionally, MARIAS failed to schedule rest periods and/or failed to adhere to a schedule of rest periods, which, coupled with MARIAS’s failure to provide adequate rest period coverage, further led to Mr. Reyes and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, upon information and belief, MARIAS maintained a company-wide on-premises rest period policy, which mandated that Mr. Reyes and other aggrieved employees remain on MARIAS’s premises during their rest periods. Because Mr. Reyes and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, MARIAS effectively maintained control over Mr. Reyes and other aggrieved employees during rest periods.

As a result of MARIAS’s practices and policies, Mr. Reyes 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, Mr. Reyes had to forego his rest periods entirely each workday due to a lack of rest period coverage.

MARIAS also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Alternatively, to the extent that MARIAS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, MARIAS did not pay other aggrieved employees at the correct rate of pay for premiums because MARIAS 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, MARIAS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Reyes 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. MARIAS has not provided Mr. Reyes 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, MARIAS has knowingly and intentionally provided Mr. Reyes and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, MARIAS issued uniform wage statements to Mr. Reyes and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, MARIAS violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because MARIAS did not record the time Mr. Reyes and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), MARIAS did not list the correct amount of gross wages and net wages earned by Mr. Reyes and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, MARIAS failed to accurately list the total number of hours worked by Mr. Reyes and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

Third, and separate from these violations, MARIAS issued uniform wage statements to Mr. Reyes and other aggrieved employees that fail to list the correct name and address of the legal entity of the actual employer in violation of Labor Code section 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, obtain unemployment benefits, etc. Mr. Reyes's wage statements list the entity "MARIA'S HOLDING CORP." at the address "16535 ARMINTA ST, VAN NUYS, CA 91406" but, according to the California Secretary of State's website, there is no such entity by that name at that address

(emphasis added). Instead, a similarly named entity, “MARIA’S HOLDINGS CORP.”, is listed on the California Secretary of State’s website with a different address: **1653 ARMINTA ST, VAN NUYS CA 90505** (emphasis added). *See example wage statement below.*

Statement of Earnings For: Kevin Reyes Miranda		Maria's Holding Corp (0180UK601)	
Employee #:		Division:	
Check Number:		Department:	
SSN:		Federal File No:	
Company ID:	0180UK601	State File No:	
Period Begin:	3/22/2021	Period End:	3/22/2021
Check Date:	3/8/2021	Check Amount:	
Check Number:	96368	Gross Pay:	\$610.71
Check Amount:	\$539.34	Net Pay:	\$539.34

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

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), MARIAS willfully failed to maintain accurate payroll records for Mr. Reyes and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, on information and belief, MARIAS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of hours work and meal period start and stop times for Mr. Reyes and other aggrieved employees, in violation of section 1198. Also, as stated, MARIAS engaged in a company-wide practice and/or policy of falsifying Mr. Reyes’s and/or other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Mr. Reyes and/or other aggrieved employees. Furthermore, in light of MARIAS’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, MARIAS kept no records of meal start and end times for second meal periods.

Because MARIAS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Reyes and other aggrieved employees

have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Reyes and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Reyes 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, MARIAS willfully failed to pay Mr. Reyes and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within the time periods specified by California Labor Code section 204.

Mr. Reyes 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, MARIAS willfully failed to pay Mr. Reyes and other aggrieved employees who are no longer employed by MARIAS the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving MARIAS's employ.

Mr. Reyes 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 § 450 – Compelling Patronization

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

MARIAS had a company-wide policy of requiring employees to purchase uniform items directly from the company. For example, Mr. Reyes and other aggrieved employees were required to wear a black shirt with MARIAS’s company logo, a black hat, and an apron. However, on information and belief, during his employment, Mr. Reyes was required to purchase his uniform items directly from the company and spent over \$100 out-of-pocket on these uniform items.

MARIAS’s conduct of compelling and/or coercing Mr. Reyes and other aggrieved employees to purchase goods from them is in violation of California Labor Code section 450. Other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

MARIAS’s California restaurants are generally similar in their layout and design and there was, and continues to be, space behind host stands to allow for the presence and use of a seat or stool by other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. MARIAS could provide other aggrieved employees with a seat or stool at its host stands, but instead has denied employees seating and forces other aggrieved employees to stand throughout the day.

Other aggrieved employees spent a substantial portion of their day behind or at these host stands. The nature of the work of an employee performing host duties at host stands can reasonably be accomplished from a seated position. However, as set forth herein, MARIAS systematically, and on a company-wide basis, does not provide seats or stools at or near its host stands, forcing other aggrieved employees to stand throughout their work shifts.

MARIAS violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A) because other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. MARIAS's management did not inform other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of MARIAS's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, other aggrieved employees were forced to stand during shifts and denied seats. MARIAS's failure to provide suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(A).

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

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

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." California Code of Regulations, Title 8, section 11050(14)(B) provides that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties."

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

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

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

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

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

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

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

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

During the relevant time period, MARIAS violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because MARIAS failed to pay Mr. Reyes and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the regularly scheduled day's work. For example, at least once per week, Mr. Reyes's managers would send him home two (2) hours after the start of his shift because business was slow. When this occurred, MARIAS did not pay Mr. Reyes and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay. Accordingly, Mr. Reyes and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198.

Mr. Reyes 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 § 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."

During the relevant time period, MARIAS had a company-wide policy of requiring Mr. Reyes and other aggrieved employees to utilize their own personal cellular phones and cellular data for work-related purposes, but MARIAS failed to reimburse them for the costs of their work-related cellular phone expenses. For example, Mr. Reyes's manager would contact him on his personal cellular phone twice per week regarding work-related matters, but Mr. Reyes was not reimbursed for his cellular phone data costs. Although MARIAS required Mr. Reyes and other aggrieved employees to utilize their personal cellular phones to carry out their work-related responsibilities, MARIAS failed to reimburse them for this cost.

Moreover, MARIAS, on a company-wide basis, expected Mr. Reyes and other aggrieved employees to report to work in clean and presentable uniforms, including a black shirt emblazoned with MARIAS's logo, an black hat, and a white apron, while simultaneously failing to provide employees with an adequate number of those uniform items. As stated, Mr. Reyes and other aggrieved employees were required to purchase these uniforms directly from the company and were not reimbursed for their expenses. For example, Mr. Reyes spent over \$100 out-of-pocket purchasing the required items. Further, Mr. Reyes and other aggrieved employees were required to maintain and wash their uniforms regularly and thus incurred laundering costs. For example, because Mr. Reyes's uniforms would often become greasy and/or acquire an unpleasant odor due to working in the kitchen area, he was forced to launder his uniform items separately from his regular clothes, and would spend about \$5.00 per week at the laundromat to launder and maintain his uniform items. MARIAS did not reimburse Mr. Reyes and other aggrieved employees for their laundering expenses.

MARIAS could have provided Mr. Reyes and other aggrieved employees with the actual tools for use on the job, including company phones, and uniforms. Or, MARIAS could have reimbursed Mr. Reyes and other aggrieved employees for the costs of their cellular phone usage, uniforms, and uniform laundering expenses. Instead, MARIAS passed these operating costs off onto Mr. Reyes and other aggrieved employees. At all relevant times, Mr. Reyes did not earn at least two (2) times the minimum wage.

Thus, MARIAS had, and continues to have, a company-wide policy and/or practice of not reimbursing Mr. Reyes and other aggrieved employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Reyes and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

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.” MARIAS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Reyes’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Reyes seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Reyes, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against MARIAS for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

Pre-Litigation Demand

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

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

1. MARIAS shall pay Mr. Reyes and all other aggrieved employees employed by MARIAS at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. MARIAS 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, and paid all reporting time pay.
3. MARIAS shall conduct a survey or interview all current and former aggrieved employees in California who worked for MARIAS in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for cellular phone

expenses, uniforms and uniform laundering expenses, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. MARIAS 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. MARIAS 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. MARIAS shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for MARIAS's benefit, including, but not limited to, costs of cellular phone usage and data; costs of necessary uniforms; and uniform maintenance and laundering expenses incurred, as required by Labor Code section 2802.
6. MARIAS shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. MARIAS shall provide Mr. Reyes and all aggrieved employees employed by MARIAS 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. MARIAS shall cease the practice of forcing aggrieved employees to patronize MARIAS's business in the purchase of company-provided goods (Labor Code section 450).
9. MARIAS shall implement and provide suitable seating to all aggrieved employees.
10. MARIAS shall provide aggrieved employees who are required to report for work and do report but are not put to work or are furnished less than half their usual or scheduled day's work, with pay for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the aggrieved employee's regular rate of pay.
11. MARIAS 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.
12. MARIAS 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, 1194.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

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

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

Best Regards,



Helga Hakimi

Copy: MARIA'S HOLDING CORP. (via U.S. Certified Mail); MARIA'S HOLDINGS CORP. (via U.S. Certified Mail); BEST ITALIAN KITCHEN IN TOWN, INC. (via U.S. Certified Mail); MARIA'S ITALIAN KITCHEN, INC. (via U.S. Certified Mail); MARIA'S ITALIAN KITCHEN DOWNTOWN LA, INC. (via U.S. Certified Mail); MARIA'S ITALIAN KITCHEN MDR, INC. (via U.S. Certified Mail); MARIA'S ITALIAN KITCHEN NUMBER SIX, LLC (via U.S. Certified Mail); MARIA'S ITALIAN KITCHEN NUMBER SEVEN, LLC (via U.S. Certified Mail); MARIA'S ITALIAN KITCHEN NUMBER EIGHT, INC. (via U.S. Certified Mail); MARIA'S ITALIAN KITCHEN NUMBER NINE, LLC (via U.S. Certified Mail); MARIA'S ITALIAN KITCHEN OXNARD, LLC (via U.S. Certified Mail); MAX ZR (via U.S. Certified Mail); MIK MONTANA LLC (via U.S. Certified Mail); MIK LARCHMONT LLC (via U.S. Certified Mail); NICK AT NORTHRIDGE INC. (via U.S. Certified Mail); THE ORIGINAL MARIA'S ITALIAN KITCHEN, LLC (via U.S. Certified Mail)

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CA 90067

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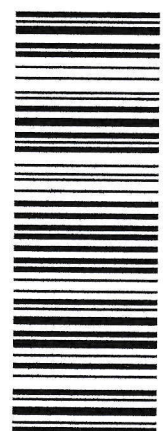
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MARIA'S ITALIAN KITCHEN DOWNTOWN LA, INC.
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2731 97

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VAN NUYS CA 91406

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Reyes V. Maria's
Italian Kitchen
Downtown LA, Inc.

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MARIA'S HOLDINGS CORP.
1653 ARMINTA ST
VAN NUYS CA 90505



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2. Article Number (Transfer from service label)

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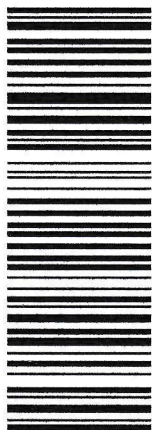
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1653 ARMINTA ST
VAN NUYS CA 90505

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Law Firm
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Van Nuys, CA 90067

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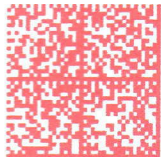
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MARIA'S ITALIAN KITCHEN MDR, LLC
16535 ARMINTA ST
VAN NUYS CA 91406



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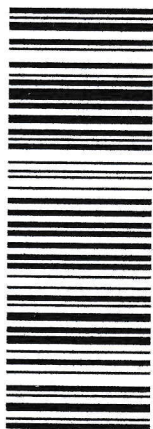
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HereReyes V. Maria's
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LLC

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1000
Park East, Ste 1000
s, CA 90067



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BEST ITALIAN KITCHEN IN TOWN, INC.
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2914 36

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1306

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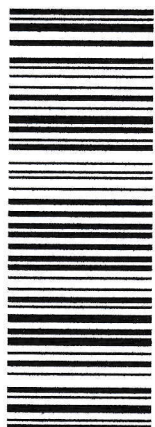
- ☐ Adult Signature
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- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

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- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Registered Mail
Registered Mail Restricted Delivery
at \$500)

Domestic Return Receipt

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

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- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
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- ☐ Adult Signature Restricted Delivery \$

Postage

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Total Postage and Fees

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Street and Apt. No. 16535 ARMINTA ST

City, State, ZIP+4 VAN NUYS CA 91406

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Royce v. Best
Italian Kitchen in
Town, Inc.

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

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

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7020 1810 0000 4166 1313

one

LAW APC

1000
Park East, Ste 1000
San Francisco, CA 94067



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MARIA'S ITALIAN KITCHEN NUMBER SIX,
LLC
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2914 43

2. Article Number (Transfer from service label)

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☐ Agent

☐ Addressee

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C. Date of Delivery

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☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

Insured Mail

over \$500

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

MARIA'S ITALIAN KITCHEN NUMBER SIX, LLC
16535 ARMINTA ST
VAN NUYS CA 91406

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

MARIA'S ITALIAN KITCHEN NUMBER SIX,
LLC

Street and Apt. No., or PO Box No.
16535 ARMINTA ST

City, State, ZIP+4®
VAN NUYS CA 91406

Postmark
Here

Reyes v. Maria's
Italian Kitchen
Number Six, LLC

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:

MARIA'S ITALIAN KITCHEN, INC.
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2914 50

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1320

PS Form 3811, July 2020 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
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

ured Mail
ured Mail Restricted Delivery
er \$500)

Domestic Return Receipt

CERTIFIED MAIL®



7020 1810 0000 4166 1320

MARIA'S ITALIAN KITCHEN, INC.
16535 ARMINTA ST
VAN NUYS CA 91406

**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

MARIA'S ITALIAN KITCHEN, INC.

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

16535 ARMINTA ST

City, State, ZIP+4®

VAN NUYS CA 91406

Postmark
Here

Reyes v. Maria's
Italian Kitchen, Inc.

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

See Reverse for Instructions

one

LAW APC

1000
Park East, Ste 1000
CA 90067

CERTIFIED MAIL®



7020 1810 0000 4166 1337

tone

LAW APC

ury Park East, Ste 1000
es, 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:

MARIA'S ITALIAN KITCHEN NUMBER SEVEN,
LLC
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2725 72

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1337

PS Form 3811, July 2020 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
- ☐ Registered Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

ured Mail
ured Mail Restricted Delivery
ar \$500)

Domestic Return Receipt

MARIA'S ITALIAN KITCHEN NUMBER SEVEN, LLC
16535 ARMINTA ST
VAN NUYS CA 91406

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

\$ 1.65

Total Postage and Fees

\$ 8.08

Sent To

LLC

Street and Apt. No., or Post Box No.
16535 ARMINTA ST

City, State, ZIP+4®
VAN NUYS CA 91406

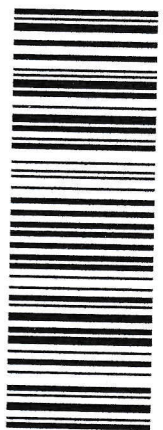
Postmark
Here

Reyes v. Maria's
Italian Kitchen
Number Seven, LLC

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

See Reverse for Instructions

CERTIFIED MAIL



7020 1810 0000 4166 1344

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



MARIA'S ITALIAN KITCHEN NUMBER EIGHT, INC.
16535 ARMINTA ST
VAN NUYS CA 91406

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:

MARIA'S ITALIAN KITCHEN NUMBER EIGHT, INC.
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2725 65

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1344

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery

☐ Registered Mail

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation

☐ Signature Confirmation Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ 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

MARIA'S ITALIAN KITCHEN NUMBER EIGHT, INC.

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

16535 ARMINTA ST

City, State, ZIP+4

VAN NUYS CA 91406

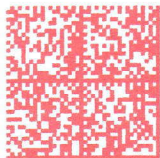
PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Reyes Maria's
Italian Kitchen
Number Eight, Inc.

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



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

MIK LARCHMONT LLC
10645 W PICO BLVD
LOS ANGELES CA 90064



9590 9402 6743 1060 2725 58

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1351

PS Form 3811, July 2020 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
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7020 1810 0000 4166 1351

MIK LARCHMONT LLC
10645 W PICO BLVD
LOS ANGELES CA 90064

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ 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

MIK LARCHMONT LLC

Street and Apt. No., 10645 W PICO BLVD

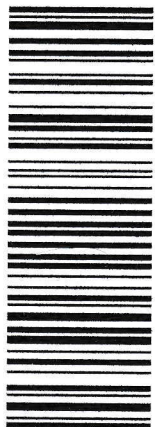
City, State, ZIP+4® LOS ANGELES CA 90064

Postmark
Here

Royce v. MIK
Larchmont LLC

tone
LAW APC
Jury Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL®



7020 1810 0000 4166 1368

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:

MARIA'S ITALIAN KITCHEN NUMBER NINE, LLC
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2725 41

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1368

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes
☐ No

3. Service Type

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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

MARIA'S ITALIAN KITCHEN NUMBER NINE, LLC
16535 ARMINTA ST
VAN NUYS CA 91406

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

MARIA'S ITALIAN KITCHEN NUMBER NINE,
16535 ARMINTA ST
VAN NUYS CA 91406

City, State, ZIP+4®

Postmark
Here

Reyes v. Maria's
Italian Kitchen
Number Nine, LLC

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:

MIK MONTANA LLC
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2725 34

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1375

PS Form 3811, July 2020 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 | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

CERTIFIED MAIL®



7020 1810 0000 4166 1375

MIK MONTANA LLC
16535 ARMINTA ST
VAN NUYS CA 91406

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

MIK MONTANA LLC

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

16535 ARMINTA ST

City, State, ZIP+4®

VAN NUYS CA 91406

Postmark
Here

Reyes v. MIK
Montana LLC

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

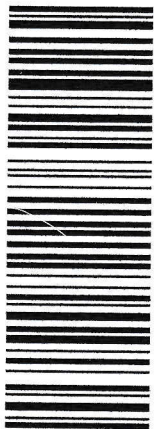
See Reverse for Instructions

tone

LAW APC

ury Park East, Ste 1000
s, CA 90067

CERTIFIED MAIL®



7020 1810 0000 4166 1382

one
LAW APC
1000
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:

MARIA'S ITALIAN KITCHEN OXNARD, LLC
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2725 27

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1382

PS Form 3811, July 2020 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
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

MARIA'S ITALIAN KITCHEN OXNARD, LLC
16535 ARMINTA ST
VAN NUYS CA 91406

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

MARIA'S ITALIAN KITCHEN OXNARD, LLC

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

16535 ARMINTA ST

City, State, ZIP+4®

VAN NUYS CA 91406

Postmark
Here

Reyes V. Maria's
Italian Kitchen
Oxnard, LLC

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:

NICK AT NORTHRIDGE INC.
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2725 10

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1399

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

- ☐ Yes
☐ No

3. Service Type

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

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7020 1810 0000 4166 1399

NICK AT NORTHRIDGE INC.
16535 ARMINTA ST
VAN NUYS CA 91406

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

NICK AT NORTHRIDGE INC.

Street and Apt. No., 16535 ARMINTA ST

City, State, ZIP+4® VAN NUYS CA 91406

Postmark
HereReyes v. Nick at
Northridge Inc.

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

See Reverse for Instructions

Stone
LAW APC
1000
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:

MAX ZR
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2700 04

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1405

PS Form 3811, July 2020 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☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7020 1810 0000 4166 1405

MAX ZR
16535 ARMINTA ST
VAN NUYS CA 91406

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) \$ 2.55☐ 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

MAX ZR
16535 ARMINTA ST
VAN NUYS CA 91406

Postmark
Here

Reyes v. Max ZR

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

See Reverse for Instructions

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

CERTIFIED MAIL®



7020 1810 0000 4166 1412

one

LAW APC

1000
Park East, Ste 1000
S, CA 90067

THE ORIGINAL MARIA'S ITALIAN KITCHEN, LLC
16535 ARMINTA ST
VAN NUYS CA 91406



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:

THE ORIGINAL MARIA'S ITALIAN KITCHEN, LLC
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2725 89

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1412

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

- ☐ Yes
- ☐ No

3. Service Type

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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ 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) \$ 2.55
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 6.5

Total Postage and Fees

\$ 10.08

Sent To

THE ORIGINAL MARIA'S ITALIAN KITCHEN, LLC
16535 ARMINTA ST

City, State, ZIP+4® VAN NUYS CA 91406

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

See Reverse for Instructions

Postmark
Here

Royas v. The Original
Maria's Italian
Kitchen, LLC

7020 1810 0000 4166 1412

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:	
MARIA'S HOLDINGS CORP. 1653 ARMINTA ST VAN NUYS CA 90505	
	
9590 9402 6743 1060 2914 12	
2. Article Number (Transfer from service label)	
7020 1810 0000 4166 1283	
PS Form 3811, July 2000 PSN 7530-02-000-9053	

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X	☐ Agent ☒ Addressee
B. Received by (<i>Printed Name</i>)	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 ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

MARIA'S ITALIAN KITCHEN, INC.
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2914 50

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1320

PS Form 3811, July 2002 PSN 7530-02-000-9052

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X 	☐ Agent ☒ Addressee
B. Received by (<i>Printed Name</i>)	C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	

3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
ured Mail ured Mail Restricted Delivery er \$500)	

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:	
MIK MONTANA LLC 16535 ARMINTA ST VAN NUYS CA 91406	
	
9590 9402 6743 1060 2725 34	
2. Article Number (Transfer from service label)	
7020 1810 0000 4166 1375	
PS Form 3811, July 2005 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	

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:

MAX ZR
16535 ARMINTA ST
VAN NUYS CA 91406

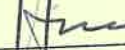


9590 9402 6743 1060 2700 04

2. Article Number *(Transfer from service label)*

7020 1810 0000 4166 1405

PS Form 3811, July 2020 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 ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
Domestic Return Receipt	
COMPLETE THIS SECTION ON DELIVERY	

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

NICK AT NORTHRIDGE INC.
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2725 10

2. Article Number (*Transfer from service label*)

7020 1810 0000 4166 1399

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X 	☐ Agent ☒ Addressee
B. Received by (<i>Printed Name</i>)	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 ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

■ 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:

MARIA'S ITALIAN KITCHEN NUMBER SIX, LLC
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2914 43

2. Article Number *(Transfer from service label)*

7020 1810 0000 4166 1313

PS Form 3811, July 2010 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

A. Signature X		☒ Agent ☒ Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No		
3. Service Type		
☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery		

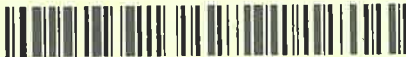
■ Complete items 1, 2, and 3.

■ 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:

BEST ITALIAN KITCHEN IN TOWN, INC.
16535 ARMINA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2914 36

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1306

PS Form 3811, July 2020 PSN 7530-02-000-9053

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 ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery		

Domestic Return Receipt

SENDER ROOM/ LIVE 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:

MARIA'S ITALIAN KITCHEN NUMBER SEVEN,
LLC
16535 ARMINTA ST
VAN NUYS CA 91406



9590 9402 6743 1060 2725 72

2. Article Number (*Transfer from service label*)

7020 1810 0000 4166 1337

PS Form 3811, July 2020 PSN 7530-02-000-9053

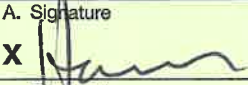
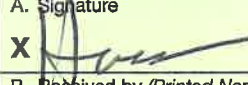
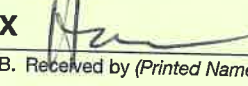
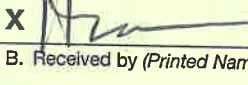
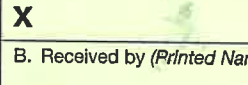
A. Signature 		☒ Agent ☐ Addressee		
B. Received by (<i>Printed Name</i>)		C. Date of Delivery		
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No				
E. Service Type <table border="0"> <tr> <td> ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery ☐ Registered Mail ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery </td> <td> ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery </td> </tr> </table>			☐ 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 ☐ Registered Mail ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery
☐ 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 ☐ Registered Mail ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery			

SENDER: COMPLETE THIS SECTION	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:	
MARIA'S ITALIAN KITCHEN OXNARD, LLC 16535 ARMINTA ST VAN NUYS CA 91406	
	
9590 9402 6743 1060 2725 27	
2. Article Number (Transfer from service label)	
7020 1810 0000 4166 1382	
PS Form 3811, July 2004 PSN 7530-02-000-9053	

COMPLETE THIS SECTION ON DELIVERY	
A. Signature X	☐ Agent ☒ Addressee
B. Received by (<i>Printed Name</i>)	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 ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:	
MARIA'S ITALIAN KITCHEN NUMBER NINE, LLC 16535 ARMINATA ST VAN NUYS CA 91406	
 9590 9402 6743 1060 2725 41	
2. Article Number (Transfer from service label)	
7020 1810 0000 4166 1368	
PS Form 3811, July 2014 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			
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%; vertical-align: top; border: none;"> 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 ver (\$500) </td> <td style="width: 40%; vertical-align: top; border: none;"> ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery </td> </tr> </table>		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 ver (\$500)	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
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 ver (\$500)	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery		

SENDER: COMPLETE THIS SECTION ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: MARIA'S ITALIAN KITCHEN NUMBER EIGHT, INC. 16535 ARMINTA ST VAN NUYS CA 91406  9590 9402 6743 1060 2725 65 2. Article Number (Transfer from service label) 7020 1810 0000 4166 1344 PS Form 3811, July 2020 PSN 7530-02-000-9053		COMPLETE THIS SECTION ON DELIVERY A. Signature X  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 ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt		SENDER: COMPLETE THIS SECTION ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: MARIA'S ITALIAN KITCHEN DOWNTOWN LA, INC. 16535 ARMINTA ST VAN NUYS CA 91406  9590 9402 6743 1060 2731 97 2. Article Number (Transfer from service label) 7020 1810 0000 4166 1276 PS Form 3811, July 2020 PSN 7530-02-000-9053		COMPLETE THIS SECTION ON DELIVERY A. Signature X  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 ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	
SENDER: COMPLETE THIS SECTION ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: MARIA'S ITALIAN KITCHEN MDR, LLC 16535 ARMINTA ST VAN NUYS CA 91406  9590 9402 6743 1060 2914 29 2. Article Number (Transfer from service label) 7020 1810 0000 4166 1290 PS Form 3811, July 2020 PSN 7530-02-000-9053		COMPLETE THIS SECTION ON DELIVERY A. Signature X  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 ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt		SENDER: COMPLETE THIS SECTION ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: MARIA'S HOLDING CORP. 16535 ARMINTA ST VAN NUYS CA 91406  9590 9402 6743 1060 2731 80 2. Article Number (Transfer from service label) 7020 1810 0000 4166 1269 PS Form 3811, July 2020 PSN 7530-02-000-9053		COMPLETE THIS SECTION ON DELIVERY A. Signature X  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 ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	
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