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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

EVELYN MANRIQUEZ, individually, and
on behalf of other members of the general
public similarly situated, and as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiff,

vs.

SONIC - W. SHAW, CORP., a California
corporation; SONIC - 23RD STREET,
CORP., a California corporation;
SONIC - ASHE ROAD, CORP., a
California corporation;
SONIC - BLACKSTONE, CORP., a
California corporation; SONIC - DELANO,
CORP., a California corporation;
SONIC - OLIVE DRIVE, CORP., a
California corporation;
SONIC - ROSEDALE HWY., CORP., a
California corporation;
SONIC - STOCKDALE HWY., CORP., a
California corporation; SONIC - WHITE
LANE, CORP., a California corporation;
SONIC - WILLOW, CORP., a California
corporation; SONIC-CALDWELL AVE.
CORP., a California corporation;
SONIC-HANFORD, CORP., a California
corporation; SONIC-HERNDON, CORP., a
California corporation;
SONIC-KINGSBURG, CORP., a California
corporation; SONIC-MING AVE., CORP., a

Case No.: STK-CV-UOE-2021-6622

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 226(b)-(c), 432, and 1198.5 (Failure to Produce Employment Records);
- (7) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (8) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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California corporation; SONIC-MONTE VISTA, CORP., a California corporation; SONIC-NILES, CORP., a California corporation; SONIC-RIPON, CORP., a California corporation; SONIC-SHAFTER, CORP., a California corporation; SONIC-TAFT HWY., CORP., a California corporation; SONIC-TEHACHAPI, CORP., a California corporation; SONIC-TULARE, CORP., a California corporation; SONIC-TURLOCK CORP., a California corporation; SONIC-VISALIA CORP., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Evelyn Manriquez, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all other aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure section
6 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties and
7 any other available relief on behalf of Plaintiff, the State of California, and other current and
8 former employees who worked for Defendants in California as non-exempt, hourly paid
9 employees and received at least one wage statement and against whom one or more violations of
10 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours
11 and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order were
12 committed, as set forth in this complaint. The monetary damages, penalties, and restitution sought
13 by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
14 according to proof at trial. This Court has jurisdiction over this action pursuant to the California
15 Constitution, Article VI, section 10. The statutes under which this action is brought do not specify
16 any other basis for jurisdiction. Plaintiff’s share of damages, penalties, and other relief sought in
17 this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either citizens
19 of California, have sufficient minimum contacts in California, or otherwise intentionally avail
20 themselves of the California market so as to render the exercise of jurisdiction over them by the
21 California courts consistent with traditional notions of fair play and substantial justice. There is
22 no basis for federal diversity jurisdiction in this action because there is no complete diversity, and
23 this case falls within the statutory exceptions to “minimal diversity” jurisdiction under the Class
24 Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information and belief, two-thirds or more of
25 the class members and Defendants are citizens of California and/or (a) two-thirds of the class
26 members and Defendants are citizens of California; (b) the alleged wage and hour violations
27 occurred in California; (c) significant relief is being sought against Defendants whose violations
28 of California wage and hour laws form a significant basis for Plaintiff’s claims; and (d) no other

1 class action has been filed within the past three (3) years on behalf of the same proposed class
2 against Defendants asserting the same or similar factual allegations.

3 3. Venue is proper in this Court, because Defendants employ persons within the
4 County of San Joaquin, and have violated the requirements of the California Labor Code and
5 applicable Wage Order in this county which give rise to the penalties sought in this action. Cal.
6 Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California
7 Labor Code and applicable Wage Order in at least one restaurant within the County of San
8 Joaquin, including Defendants' restaurant in Ripon (1483 Colony Road, Ripon, California
9 95366). Pursuant to California Civil Code of Procedure section 393, venue is proper for the
10 recovery of a penalty or forfeiture imposed by statute in the county in which the cause, or some
11 part of the cause, arose. Because Defendants have employees in San Joaquin County and Plaintiff
12 could bring this action to recover penalties in San Joaquin County, venue is proper.

13 **THE PARTIES**

14 4. Plaintiff Evelyn Manriquez is a resident of Fresno, in Fresno County, California.
15 Defendants employed Plaintiff as an hourly paid, non-exempt Carhop and Manager from
16 approximately March 2020 to October 2020. Plaintiff worked for Defendants at their Sonic Drive-
17 In restaurant located at 1483 Colony Road, in Ripon, California. During her employment,
18 Plaintiff typically worked five (5) to nine (9) or more hours per day and four (4) to five (5) days
19 per week. Plaintiff's primary job duties included, without limitation, serving food, greeting
20 customers, addressing customer complaints, counting restaurant cash, and cleaning and
21 maintaining the restaurant premises.

22 5. SONIC - W. SHAW, CORP. was and is, upon information and belief, a California
23 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
24 throughout this county and the State of California.

25 6. SONIC - 23RD STREET, CORP. was and is, upon information and belief, a
26 California corporation, and at all times hereinafter mentioned, an employer whose employees are
27 engaged throughout this county and the State of California.

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1 7. SONIC - ASHE ROAD, CORP. was and is, upon information and belief, a
2 California corporation, and at all times hereinafter mentioned, an employer whose employees are
3 engaged throughout this county and the State of California.

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

7 9. SONIC - DELANO, CORP. was and is, upon information and belief, a California
8 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
9 throughout this county and the State of California.

10 10. SONIC - OLIVE DRIVE, CORP. was and is, upon information and belief, a
11 California corporation, and at all times hereinafter mentioned, an employer whose employees are
12 engaged throughout this county and the State of California.

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

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

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

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

25 15. SONIC-CALDWELL AVE. CORP. was and is, upon information and belief, a
26 California corporation, and at all times hereinafter mentioned, an employer whose employees are
27 engaged throughout this county and the State of California.

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1 16. SONIC-HANFORD, CORP. was and is, upon information and belief, a California
2 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
3 throughout this county and the State of California.

4 17. SONIC-HERNDON, CORP. was and is, upon information and belief, a California
5 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
6 throughout this county and the State of California.

7 18. SONIC-KINGSBURG, CORP. was and is, upon information and belief, a
8 California corporation, and at all times hereinafter mentioned, an employer whose employees are
9 engaged throughout this county and the State of California.

10 19. SONIC-MING AVE., CORP. was and is, upon information and belief, a California
11 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
12 throughout this county and the State of California.

13 20. SONIC-MONTE VISTA, CORP. was and is, upon information and belief, a
14 California corporation, and at all times hereinafter mentioned, an employer whose employees are
15 engaged throughout this county and the State of California.

16 21. SONIC-NILES, CORP. was and is, upon information and belief, a California
17 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
18 throughout this county and the State of California.

19 22. SONIC-RIPON, CORP. was and is, upon information and belief, a California
20 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
21 throughout this county and the State of California.

22 23. SONIC-SHAFTER, CORP. was and is, upon information and belief, a California
23 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
24 throughout this county and the State of California.

25 24. SONIC-TAFT HWY., CORP. was and is, upon information and belief, a
26 California corporation, and at all times hereinafter mentioned, an employer whose employees are
27 engaged throughout this county and the State of California.

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1 25. SONIC-TEHACHAPI, CORP. was and is, upon information and belief, a
2 California corporation, and at all times hereinafter mentioned, an employer whose employees are
3 engaged throughout this county and the State of California.

4 26. SONIC-TULARE, CORP. was and is, upon information and belief, a California
5 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
6 throughout this county and the State of California.

7 27. SONIC-TURLOCK CORP. was and is, upon information and belief, a California
8 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
9 throughout this county and the State of California.

10 28. SONIC-VISALIA CORP. was and is, upon information and belief, a California
11 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
12 throughout this county and the State of California.

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

17 30. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
18 were the partners, agents, owners, or managers of SONIC - W. SHAW, CORP.; SONIC - 23RD
19 STREET, CORP.; SONIC - ASHE ROAD, CORP.; SONIC - BLACKSTONE, CORP.;
20 SONIC - DELANO, CORP.; SONIC - OLIVE DRIVE, CORP.; SONIC - ROSEDALE HWY.,
21 CORP.; SONIC - STOCKDALE HWY., CORP.; SONIC - WHITE LANE, CORP.;
22 SONIC - WILLOW, CORP.; SONIC-CALDWELL AVE. CORP.; SONIC-HANFORD, CORP.;
23 SONIC-HERNDON, CORP.; SONIC-KINGSBURG, CORP.; SONIC-MING AVE., CORP.;
24 SONIC-MONTE VISTA, CORP.; SONIC-NILES, CORP.; SONIC-RIPON, CORP.;
25 SONIC-SHAFTER, CORP.; SONIC-TAFT HWY., CORP.; SONIC-TEHACHAPI, CORP.;
26 SONIC-TULARE, CORP.; SONIC-TURLOCK CORP.; and/or SONIC-VISALIA CORP., at all
27 relevant times.

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1 31. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
2 and omissions alleged herein was performed by, or is attributable to, SONIC - W. SHAW, CORP.;
3 SONIC - 23RD STREET, CORP.; SONIC - ASHE ROAD, CORP.; SONIC - BLACKSTONE,
4 CORP.; SONIC - DELANO, CORP.; SONIC - OLIVE DRIVE, CORP.; SONIC - ROSEDALE
5 HWY., CORP.; SONIC - STOCKDALE HWY., CORP.; SONIC - WHITE LANE, CORP.;
6 SONIC - WILLOW, CORP.; SONIC-CALDWELL AVE. CORP.; SONIC-HANFORD, CORP.;
7 SONIC-HERNDON, CORP.; SONIC-KINGSBURG, CORP.; SONIC-MING AVE., CORP.;
8 SONIC-MONTE VISTA, CORP.; SONIC-NILES, CORP.; SONIC-RIPON, CORP.;
9 SONIC-SHAFTER, CORP.; SONIC-TAFT HWY., CORP.; SONIC-TEHACHAPI, CORP.;
10 SONIC-TULARE, CORP.; SONIC-TURLOCK CORP.; SONIC-VISALIA CORP. and/or DOES
11 1 through 10 (collectively, “Defendants” or “SONIC”), each acting as the agent, employee, alter
12 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was
13 acting within the course and scope of such agency, employment, joint venture, or concerted
14 activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were
15 in accordance with, and represent, the official policy of Defendants.

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

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

23 34. Under California law, Defendants are jointly and severally liable as employers for
24 the violations alleged herein because they have each exercised sufficient control over the wages,
25 hours, working conditions, and employment status of Plaintiff and class members. Each
26 Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled
27 their work schedule and/or conditions of employment, determined their rate of pay, and
28 maintained their employment records. Defendants suffered or permitted Plaintiff and class

1 members to work and/or “engaged” Plaintiff and class members so as to create a common-law
2 employment relationship. As joint employers of Plaintiff and class members, Defendants are
3 jointly and severally liable for the civil penalties and all other relief available to Plaintiff and class
4 members under the law.

5 35. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
6 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
7 members because Defendants have:

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

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

25 37. SONIC - W. SHAW, CORP.; SONIC - 23RD STREET, CORP.; SONIC - ASHE
26 ROAD, CORP.; SONIC - BLACKSTONE, CORP.; SONIC - DELANO, CORP.;
27 SONIC - OLIVE DRIVE, CORP.; SONIC - ROSEDALE HWY., CORP.;
28 SONIC - STOCKDALE HWY., CORP.; SONIC - WHITE LANE, CORP.; SONIC - WILLOW,

CORP.; SONIC-CALDWELL AVE. CORP.; SONIC-HANFORD, CORP.; SONIC-HERNDON, CORP.; SONIC-KINGSBURG, CORP.; SONIC-MING AVE., CORP.; SONIC-MONTE VISTA, CORP.; SONIC-NILES, CORP.; SONIC-RIPON, CORP.; SONIC-SHAFTER, CORP.; SONIC-TAFT HWY., CORP.; SONIC-TEHACHAPI, CORP.; SONIC-TULARE, CORP.; SONIC-TURLOCK CORP.; SONIC-VISALIA CORP.; and/or DOES 1 through 10 are therefore alter egos of each other.

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

39. Plaintiff further alleges, upon information and belief, that Defendants SONIC - W. SHAW, CORP.; SONIC - 23RD STREET, CORP.; SONIC - ASHE ROAD, CORP.; SONIC - BLACKSTONE, CORP.; SONIC - DELANO, CORP.; SONIC - OLIVE DRIVE, CORP.; SONIC - ROSEDALE HWY., CORP.; SONIC - STOCKDALE HWY., CORP.; SONIC - WHITE LANE, CORP.; SONIC - WILLOW, CORP.; SONIC-CALDWELL AVE. CORP.; SONIC-HANFORD, CORP.; SONIC-HERNDON, CORP.; SONIC-KINGSBURG, CORP.; SONIC-MING AVE., CORP.; SONIC-MONTE VISTA, CORP.; SONIC-NILES, CORP.; SONIC-RIPON, CORP.; SONIC-SHAFTER, CORP.; SONIC-TAFT HWY., CORP.; SONIC-TEHACHAPI, CORP.; SONIC-TULARE, CORP.; SONIC-TURLOCK CORP.; and SONIC-VISALIA CORP. are alter egos of each other for the following reasons:

(a) On the California Secretary of State's website (<https://businesssearch.sos.ca.gov/>), SONIC - W. SHAW, CORP.; SONIC - 23RD STREET, CORP.; SONIC - ASHE ROAD, CORP.; SONIC - BLACKSTONE, CORP.; SONIC - DELANO, CORP.; SONIC - OLIVE DRIVE, CORP.; SONIC - ROSEDALE HWY., CORP.; SONIC - STOCKDALE HWY., CORP.; SONIC - WHITE LANE, CORP.; SONIC - WILLOW, CORP.; SONIC-CALDWELL AVE. CORP.; SONIC-HANFORD, CORP.; SONIC-HERNDON, CORP.; SONIC-KINGSBURG, CORP.; SONIC-MING AVE., CORP.;

SONIC-MONTE VISTA, CORP.; SONIC-NILES, CORP.; SONIC-RIPON, CORP.; SONIC-SHAFTER, CORP.; SONIC-TAFT HWY., CORP.; SONIC-TEHACHAPI, CORP.; SONIC-TULARE, CORP.; SONIC-TURLOCK CORP.; and SONIC-VISALIA CORP. share the same entity address and mailing address, "1142 SAN MARCOS RD, PASO ROBLES CA 93446;"

(b) According to their Statement of Information forms filed with the California Secretary of State, SONIC - W. SHAW, CORP.; SONIC - 23RD STREET, CORP.; SONIC - ASHE ROAD, CORP.; SONIC - BLACKSTONE, CORP.; SONIC - DELANO, CORP.; SONIC - OLIVE DRIVE, CORP.; SONIC - ROSEDALE HWY., CORP.; SONIC - STOCKDALE HWY., CORP.; SONIC - WHITE LANE, CORP.; SONIC - WILLOW, CORP.; SONIC-CALDWELL AVE. CORP.; SONIC-HANFORD, CORP.; SONIC-HERNDON, CORP.; SONIC-KINGSBURG, CORP.; SONIC-MING AVE., CORP.; SONIC-MONTE VISTA, CORP.; SONIC-NILES, CORP.; SONIC-RIPON, CORP.; SONIC-SHAFTER, CORP.; SONIC-TAFT HWY., CORP.; SONIC-TEHACHAPI, CORP.; SONIC-TULARE, CORP.; SONIC-TURLOCK CORP.; and SONIC-VISALIA CORP. share the same officers and/or directors, including, but not limited to, Scott A. McMillan, who serves as Chief Executive Officer, Chief Financial Officer, Director, and Agent for Service of Process; and Tani M. McMillan, who serves as Secretary and Director; and

(c) On information and belief, SONIC - W. SHAW, CORP.; SONIC - 23RD STREET, CORP.; SONIC - ASHE ROAD, CORP.; SONIC - BLACKSTONE, CORP.; SONIC - DELANO, CORP.; SONIC - OLIVE DRIVE, CORP.; SONIC - ROSEDALE HWY., CORP.; SONIC - STOCKDALE HWY., CORP.; SONIC - WHITE LANE,

CORP.; SONIC - WILLOW, CORP.; SONIC-CALDWELL AVE. CORP.; SONIC-HANFORD, CORP.; SONIC-HERNDON, CORP.; SONIC-KINGSBURG, CORP.; SONIC-MING AVE., CORP.; SONIC-MONTE VISTA, CORP.; SONIC-NILES, CORP.; SONIC-RIPON, CORP.; SONIC-SHAFTER, CORP.; SONIC-TAFT HWY., CORP.; SONIC-TEHACHAPI, CORP.; SONIC-TULARE, CORP.; SONIC-TURLOCK CORP.; and SONIC-VISALIA CORP. utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

40. Defendants own and operate approximately 28 Sonic franchise restaurant locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Paso Robles, 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.

41. In particular, Plaintiff and class members, 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.

42. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Paso Robles, 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 class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees

1 in California, irrespective of their work locations. Upon information and belief, Defendants
2 process payroll for departing employees in the same manner throughout the State of California,
3 regardless of the manner in which each employee's employment ends.

4 43. Defendants continue to employ non-exempt or hourly paid employees in
5 California.

6 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein
7 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
8 advisors knowledgeable about California labor and wage law, employment and personnel
9 practices, and about the requirements of California law.

10 45. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
11 members were not paid for all hours worked because all hours worked were not recorded.

12 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and class members were entitled to receive certain wages for
14 overtime compensation and that they were not receiving certain wages for overtime
15 compensation.

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

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

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

9 50. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and class members were entitled to receive complete and
11 accurate wage statements in accordance with California law. In violation of the California Labor
12 Code, Plaintiff and class members were not provided complete and accurate wage statements.

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

17 52. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that they were required to comply with requests from Plaintiff and class
19 members to inspect or receive a copy of their wage records within 21 days in accordance with
20 the California Labor Code and applicable IWC Wage Order, but willfully, knowingly, and
21 intentionally failed to do so.

22 53. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive copies of
24 instruments that they signed upon request. In violation of the California Labor Code,
25 Defendants denied Plaintiff and class members their right to obtain copies of instruments that
26 they signed.

27 54. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to receive copies of their

1 personnel records no later than 30 days from the date Defendants receive a written request. In
2 violation of the California Labor Code, Defendants denied Plaintiff and class members their
3 right to obtain copies of their personnel records within the statutory time limits.

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

9 56. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and class members were entitled to timely payment of wages
11 during their employment. In violation of the California Labor Code, Plaintiff and class members
12 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
13 wages, and/or meal and rest period premiums, within permissible time periods.

14 57. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to the portion of wages
16 previously paid and subsequently unlawfully deducted by Defendants.

17 58. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to payment of wages as
19 designated by statute. In violation of the California Labor Code, Defendants secretly paid Plaintiff
20 and class members lower wages that required by statute while purporting to pay them proper
21 wages.

22 59. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Defendants were required to provide Plaintiff and class members with
24 suitable resting facilities during work hours for employees to use to cease work and recover
25 during meal or rest periods. In violation of the California Labor Code and applicable IWC
26 Wage Order, Defendants failed to provide Plaintiff and class members suitable resting facilities.

27 60. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to suitable seating and/or were

1 entitled to sit when it did not interfere with the performance of their duties and also have seats
2 nearby to use during a lull in tasks that do require moving about or standing. In violation of the
3 California Labor Code and applicable IWC Wage Order, Defendants failed to provide Plaintiff
4 and class members suitable seating.

5 61. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and/or class members were entitled to receive all reporting time
7 pay when Defendants required Plaintiff and/or class members to report to work but were put to
8 work for less than half of their regular scheduled shift. In violation of the California Labor Code,
9 Plaintiff and/or class members were not paid all reporting time pay.

10 62. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to receive full reimbursement
12 for all business-related expenses and costs they incurred during the course and scope of their
13 employment and that they did not receive full reimbursement of applicable business-related
14 expenses and costs incurred.

15 63. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants knew or should have known that Defendants had a duty to provide
17 Plaintiff and class members with written notice of the material terms of their employment with
18 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

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

25 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

4 66. 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 alleged
6 violations was committed.”

7 67. 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 or
9 former employees and one or more of the alleged violations were committed against them.

10 68. 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 following
12 requirements have been met:

13 (a) The aggrieved employee or representative shall give written notice by
14 online filing with the LWDA and by certified mail to the employer of the
15 specific provisions of the California Labor Code alleged to have been
16 violated, including the facts and theories to support the alleged violation.

17 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
18 2699.3(a) and any employer response to that notice shall be accompanied
19 by a filing fee of seventy-five dollars (\$75).

20 (c) The LWDA shall notify the employer and the aggrieved employee or
21 representative by certified mail that it does not intend to investigate the
22 alleged violation (“LWDA’s Notice”) within sixty (60) calendar days of
23 the postmark date of the aggrieved employee’s notice. Upon receipt of the
24 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
25 calendar days of the postmark date of the aggrieved employee’s notice, the
26 aggrieved employee may commence a civil action pursuant to California
27 Labor Code section 2699 to recover civil penalties.

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

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

9 (b) An aggrieved employee's notice filed with the LWDA pursuant to
10 2699.3(c) and any employer response to that notice shall be accompanied
11 by a filing fee of seventy-five dollars (\$75).

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

21 70. On August 6, 2021, Plaintiff provided written notice by online filing to the LWDA
22 and by certified mail to Defendants of the specific provisions of the California Labor Code alleged
23 to have been violated, including facts and theories to support the alleged violations, in accordance
24 with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the
25 applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed
26 receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-
27 840587-21. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants is
28 attached hereto as "Exhibit 1."

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

4 72. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor
5 Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations
6 of California Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226(b)-(c), 226.7, 432,
7 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

17 74. Defendants, at all times relevant to this complaint, were employers or persons
18 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees' rights
19 by violating various sections of the California Labor Code as set forth above.

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

23 Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a),
24 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney
25 general, seeks assessment and collection of civil penalties for herself, all other aggrieved
26 employees, and the State of California against Defendants for violations of California Labor Code
27 sections 201, 202, 204, 221, 223, 224, 226(a), 226(b)-(c), 226.7, 432, 510, 512(a), 516, 1174(d),
28 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

1 **CLASS ACTION ALLEGATIONS**

2 76. Plaintiff brings this action on her own behalf, as well as on behalf of each and all
3 other persons similarly situated, and thus seeks class certification under California Code of Civil
4 Procedure section 382.

5 77. All claims alleged herein arise under California law for which Plaintiff seeks relief
6 authorized by California law.

7 78. Plaintiff's proposed class consists of and is defined as follows:

8 All persons who worked for Defendants as non-exempt, hourly paid
9 employees in California, within four years prior to the filing of the
initial complaint until the date of trial ("Class").

10 79. Plaintiff's proposed subclass consists of and is defined as follows:

11 All persons who worked for Defendants as non-exempt, hourly paid
12 employees in California and who received at least one wage
13 statement within one (1) year prior to the filing of the initial
complaint until the date of trial ("Subclass").

14 80. Members of the Class and Subclass are referred to herein as "class members."

15 81. Plaintiff reserves the right to redefine the Class and Subclass and to add additional
16 subclasses as appropriate based on further investigation, discovery, and specific theories of
17 liability.

18 82. There are common questions of law and fact as to class members that predominate
19 over questions affecting only individual members, including, but not limited to:

- 20 (a) Whether Defendants required Plaintiff and class members to work over
21 eight (8) hours per day, over twelve (12) hours per day, or over forty (40)
22 hours per week and failed to pay all legally required overtime
23 compensation to Plaintiff and class members;
- 24 (b) Whether Defendants failed to pay Plaintiff and class members at least
25 minimum wages for all hours worked;
- 26 (c) Whether Defendants failed to provide Plaintiff and class members with
27 meal periods;

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- (d) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (g) Whether Defendants failed to produce copies or allow inspection of employees' own personnel and other employment records upon written request within the statutory time limits;
- (h) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (i) Whether Defendants failed to timely pay overtime wages, minimum wages, and/or meal and rest period premiums to Plaintiff and class members during their employment;
- (j) Whether Defendants unlawfully deducted a portion of wages previously paid to Plaintiff and class members, in violation of California Labor Code sections 221 and 224;
- (k) Whether Defendants secretly paid Plaintiff and class members lower wages than required by statute while purporting to pay the proper wages, in violation of California Labor Code section 223;
- (l) Whether Defendants failed to provide Plaintiff and class members suitable resting facilities;
- (m) Whether Defendants failed to provide Plaintiff and/or class members suitable seating;
- (n) Whether Defendants required Plaintiff and/or class members to report to work, but failed to provide them with work or provided them with less than

1 half their scheduled day's work, without properly compensating them as
2 required by California Code of Regulations, Title 8, section 11050,
3 subsection 5;

4 (o) Whether Defendants failed to reimburse Plaintiff and class members for
5 necessary and required business-related expenditures and/or losses
6 incurred by them in the scope of their employment;

7 (p) Whether Defendants failed to provide written notice of information
8 material to Plaintiff's and class members' employment with Defendants;

9 (q) Whether Defendants engaged in unlawful and unfair business practices in
10 violation of California Business & Professions Code sections 17200, *et*
11 *seq.*; and

12 (r) The appropriate amount of damages, restitution, or monetary penalties
13 resulting from Defendants' violations of California law.

14 83. There is a well-defined community of interest in the litigation and the class
15 members are readily ascertainable:

16 (a) Numerosity: The class members are so numerous that joinder of all
17 members would be unfeasible and impractical. The membership of the
18 entire class is unknown to Plaintiff at this time; however, the class is
19 estimated to be greater than one hundred (100) individuals and the identity
20 of such membership is readily ascertainable by inspection of Defendants'
21 employment records.

22 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
23 the interests of each class member with whom she has a well-defined
24 community of interest, and Plaintiff's claims (or defenses, if any) are
25 typical of all class members as demonstrated herein.

26 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
27 the interests of each class member with whom she has a well-defined
28 community of interest and typicality of claims, as demonstrated herein.

1 Plaintiff acknowledges that she has an obligation to make known to the
2 Court any relationship, conflicts or differences with any class member.
3 Plaintiff's attorneys, the proposed class counsel, are versed in the rules
4 governing class action discovery, certification, and settlement. Plaintiff
5 has incurred, and throughout the duration of this action, will continue to
6 incur costs and attorneys' fees that have been, are, and will be necessarily
7 expended for the prosecution of this action for the substantial benefit of
8 each class member.

9 (d) Superiority: The nature of this action makes the use of class action
10 adjudication superior to other methods. A class action will achieve
11 economies of time, effort, and expense as compared with separate lawsuits,
12 and will avoid inconsistent outcomes because the same issues can be
13 adjudicated in the same manner and at the same time for the entire class.

14 (e) Public Policy Considerations: Employers in the State of California violate
15 employment and labor laws every day. Current employees are often afraid
16 to assert their rights out of fear of direct or indirect retaliation. Former
17 employees are fearful of bringing actions because they believe their former
18 employers might damage their future endeavors through negative
19 references and/or other means. Class actions provide the class members
20 who are not named in the complaint with a type of anonymity that allows
21 for the vindication of their rights while simultaneously protecting their
22 privacy.

23 **FIRST CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

25 **(Against all Defendants)**

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

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1 85. Labor Code section 1198 makes it illegal to employ an employee under conditions
2 of labor that are prohibited by the applicable wage order. California Labor Code section 1198
3 requires that "... the standard conditions of labor fixed by the commission shall be the ...
4 standard conditions of labor for employees. The employment of any employee ... under
5 conditions of labor prohibited by the order is unlawful."

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

10 87. Specifically, the applicable IWC Wage Order provides that Defendants are and
11 were required to pay Plaintiff and class members working more than eight (8) hours in a day or
12 more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours
13 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

14 88. The applicable IWC Wage Order further provides that Defendants are and were
15 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
16 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular
17 rate of pay includes all remuneration for employment paid to, or on behalf of, the employee,
18 including nondiscretionary bonuses and incentive pay.

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

25 90. During the relevant time period, Defendants willfully failed to pay all overtime
26 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
27 members were not paid overtime premiums for all of the hours they worked in excess of eight (8)
28 hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a

1 week, because all hours worked were not recorded.

2 91. First, during the relevant time period, Defendants had a company-wide policy
3 and/or practice of requiring Plaintiff and class members to perform tasks off-the-clock, such as
4 picking up restaurant ingredients and supplies from other Defendants' restaurant locations or
5 grocery stores. For example, on three (3) occasions Defendants' supervisors asked Plaintiff to
6 drive and pick up ingredients or supplies from Defendants' other restaurant locations or purchase
7 supplies from a grocery store on her way to work, while off-the-clock, which could take 15
8 minutes each time, work for which she was not paid. Similarly, on several occasions, Plaintiff
9 drove to a grocery store after she clocked out for the day to purchase ingredients for her restaurant,
10 such as hamburger buns and lettuce, but was not compensated for this time. As another example,
11 Plaintiff was required to continue performing work duties after she clocked out, such as throwing
12 out the trash, because the restaurant was busy and short-staffed. Defendants failed to track this
13 time spent working before and after scheduled shifts, and Plaintiff and class members received no
14 compensation for this time.

15 92. Additionally, Defendants required employees with food handling duties to obtain
16 California Food Handler Cards, which led to employees completing online food safety training
17 and testing from home, on their off-days, or during their unpaid meal periods, but did not
18 compensate them for this time. For example, Plaintiff and class members spent 1-2 hours
19 completing mandatory food safety training, but were not paid by Defendants for this time.

20 93. Second, on information and belief, Defendants had, and continue to have, a
21 company-wide policy and/or practice of strictly staffing their restaurant locations based on the
22 labor hours allocated by corporate for each restaurant location. Defendants' uniform use of labor
23 budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to
24 provide Plaintiff and class members with adequate meal period coverage, because there were too
25 few employees on duty to handle the workload and attend to customers. Defendants also had a
26 practice of failing to schedule meal periods, which further caused Plaintiff class members to not
27 be relieved of their duties for compliant meal periods. As a result of this lack of meal period
28 coverage, Plaintiff and class members were not always afforded 30-minute meal periods during

1 shifts when they were entitled to receive a meal period and instead continued worked during
2 unpaid meal periods.

3 94. In conjunction with understaffing their restaurants, on information and belief,
4 Defendants had a requirement that a managerial employee be present on the floor at all times and
5 prohibited managers from leaving the premises unless another manager was also on duty, resulting
6 in a lack of meal period coverage for managerial employees. At the same time, the labor budgets
7 Defendants implemented did not always allow for more than one manager to be on the schedule
8 at all times. As a result, Plaintiff and class members were sometimes the only managers on duty,
9 and were expected to supervise the restaurant and respond to customer complaints at all times.
10 Because managerial employees were effectively prohibited from leaving Defendants' premises
11 for meal periods without coverage, and because there were too few employees and other managers
12 on duty to handle the workload and attend to customers, Plaintiff and class members were denied
13 uninterrupted 30-minute meal periods, and were required to work through and/or to return early
14 from meal periods. For example, Plaintiff's meal periods were interrupted 2-3 times per week to
15 resolve issues for employees, and were interrupted once per week by phone calls from her
16 manager to discuss work-related matters, such as the day's sales.

17 95. Defendants knew or should have known that, as a result of these company-wide
18 practices and/or policies, Plaintiff and class members were performing their assigned duties off-
19 the-clock and during meal periods, and were suffered or permitted to perform work for which they
20 were not paid. Because Plaintiff and class members worked shifts of eight (8) hours a day or
21 more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
22 premium pay. Therefore, Plaintiff and class members were not paid overtime wages for all of the
23 overtime hours they actually worked.

24 96. Defendants' failure to pay Plaintiff and class members the balance of overtime
25 compensation, as required by California law, violates the provisions of California Labor Code
26 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
27 members are entitled to recover their unpaid overtime compensation, as well as interest, costs,
28 and attorneys' fees.

1 **SECOND CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid**

3 **Minimum Wages**

4 **(Against all Defendants)**

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

7 98. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1,
8 and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
9 to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
10 Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time during which an
11 employee is subject to the control of an employer, and includes all the time the employee is
12 suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8,
13 § 11050(2)(K) (defining “Hours Worked”).

14 99. As stated above, Defendants required Plaintiff and class members to perform work
15 off-the-clock, including running errands, such as picking up restaurant ingredients and supplies
16 from Defendants’ other restaurant locations or a grocery store; completing tasks after their shifts;
17 and completing and obtaining work-related certifications and trainings, but did not compensate
18 them for this time. Additionally, as stated above, due to Defendants’ company-wide practices of
19 utilizing labor budgets, assignment of heavy workloads, failure to schedule meal periods,
20 subsequent lack of meal period coverage, and/or policy requiring managerial employees to stay
21 on or near the store premises during meal periods, Plaintiff and class members were impeded from
22 taking all uninterrupted meal periods to which they were entitled and were required to work during
23 their meal periods, time for which they were not paid.

24 100. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
25 and class members. To the extent that these off-the-clock hours did not qualify for overtime
26 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
27 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

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101. As result, Defendants regularly failed to pay at least minimum wages to Plaintiff and class members for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

THIRD CAUSE OF ACTION

Violations of California Labor Code, §§ 226.7, 512(a), 516, and 1198—Meal Period

Violations

(Against all Defendants)

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

103. At all relevant times herein set forth, California Labor Code section 512(a) provides that 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 a 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).

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

105. At all relevant times herein set forth, 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.

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106. As stated above, Defendants had, and continue to have, company-wide policies and/or practices of understaffing locations due to labor budgeting, which, combined with heavy workloads and a failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Plaintiff and class members from taking all timely, uninterrupted meal periods to which they were entitled. In conjunction with understaffing their restaurants, as stated above, on information and belief, Defendants had a requirement that a managerial employee be present on the restaurant floor at all times, but Defendants' labor budgets did not always allow for more than one manager to be on the schedule at all times. As a result, Plaintiff and other managerial employees were sometimes the only managers on duty, and would have their meal periods interrupted or would work through them in order to assist their coworkers and customers. As a result, Plaintiff and class members had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, approximately once per week, Plaintiff was required to take her meal periods late after having worked in excess of five (5) hours or more into her shift in order to meet the restaurant's customer demand. Moreover, Plaintiff's meal periods were interrupted once per week by Defendants' managers calling her personal cellular phone to discuss work related matters, or interrupted for approximately 2-3 minutes in order to assist her coworkers or customers.

107. Moreover, Defendants did not provide Plaintiff and class members with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During her employment, Plaintiff worked at least one shift in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Plaintiff and class members did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

108. At all times mentioned herein, Defendants knew or should have known that as a result of their policies, Plaintiff and class members were not actually relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or should have known that they did not pay Plaintiff and class members meal period premiums when meal periods were late, interrupted, shortened, or missed.

109. Furthermore, Defendants 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, Plaintiff and class members have not received premium pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff and class members compliant meal periods in violation of California Labor Code sections 226.7, 512(a), 516.

110. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations (Against all Defendants)

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

112. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff and class members' employment by Defendants.

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

114. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer

1 must “relinquish any control over how employees spend their break time, and relieve their
2 employees of all duties—including the obligation that an employee remain on call. A rest period,
3 in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-
4 270 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code section
5 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1) additional
6 hour of pay at their regular rates of pay for each work day that a required rest period was not
7 authorized and permitted.

8 115. Defendants regularly failed to authorize and permit Plaintiff and class members to
9 take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof.
10 As with meal periods, Defendants’ company-wide practices of understaffing and assigning heavy
11 workloads prevented Plaintiff and class members from being relieved of all duty to take their rest
12 periods. Additionally, Defendants failed to schedule rest periods, which, coupled with
13 Defendants’ failure to provide adequate rest period coverage, further led to Plaintiff and class
14 members not being authorized and permitted to take compliant rest periods.

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

21 117. As a result of Defendants’ practices and policies, Plaintiff and class members
22 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
23 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
24 Plaintiff would miss her rest periods at least twice per week to meet customer demand and due to
25 a lack of rest period coverage. Plaintiff’s rest periods were also interrupted approximately 3-4
26 times per month by coworkers or management to discuss work-related questions or restaurant
27 operations.

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118. Defendants have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. As a result, Defendants denied Plaintiff and class members rest periods and failed to pay them rest period premiums due, in violation of California Labor Code sections 226.7, 516, and the applicable IWC Wage Order.

119. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records (Against all Defendants)

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

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

122. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

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1 123. Because Defendants did not record the time Plaintiff and Subclass members spent
2 working off the clock, Defendants did not list the correct amount of gross wages and net wages
3 earned by Plaintiff and Subclass members in compliance with section 226(a)(1) and 226(a)(5).
4 For the same reason, Defendants failed to accurately list the total number of hours worked by
5 Plaintiff and Subclass members in violation of section 226(a)(2), and failed to list the applicable
6 hourly rates of pay in effect during the pay period and corresponding accurate number of work
7 hours worked at each hourly rate in violation of section 226(a)(9).

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

15 125. California Labor Code section 1174(d) provides that “[e]very person employing
16 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
17 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants
18 or establishments at which employees are employed, payroll records showing the hours worked
19 daily by and the wages paid to, and the number of piece-rate units earned by and any applicable
20 piece rate paid to, employees employed at the respective plants or establishments. . . .” At all
21 relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to
22 maintain accurate payroll records for Plaintiff and Subclass members showing the daily hours
23 they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that
24 they worked.

25 126. California Labor Code section 1198 provides that the maximum hours of work and
26 the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth
27 in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any
28 employees for longer hours than those fixed by the order or under conditions of labor prohibited

1 by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required
2 to keep accurate time records showing when the employee begins and ends each work period and
3 meal period. During the relevant time period, Defendants failed, on a company-wide basis, to
4 keep accurate records of work period and meal period start and stop times for Plaintiff and
5 Subclass members, in violation of section 1198. Furthermore, in light of Defendants’ failure to
6 provide Plaintiff and Subclass with second 30-minute meal periods to which they were entitled,
7 Defendants kept no records of meal start and end times for second meal periods.

8 127. Plaintiff and Subclass members are entitled to recover from Defendants the greater
9 of their actual damages caused by Defendants’ failure to comply with California Labor Code
10 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
11 employee.

12 **SIXTH CAUSE OF ACTION**

13 **Violation of California Labor Code §§ 226(b)-(c), 432, and 1198.5—Failure to Produce** 14 **and/or Permit Inspection of Records and Instruments Signed**

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

17 129. At all relevant times herein, California Labor Code section 226(b) provides that
18 every employer shall furnish current and former employees the right to inspect or copy records
19 pertaining to their employment, upon reasonable request to the employer. Labor Code Section
20 226(c) provides that an employer must comply with a request made pursuant to Labor Code
21 section 226(b) no later than 21 calendar days from the date of the employee’s request. California
22 Labor Code section 226(f) states “[a] failure by an employer to permit a current or former
23 employee to inspect or copy records within the time set forth in subdivision (c) entitles the current
24 or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750)
25 penalty from the employer.” California Labor Code section 226(h) states “[a]n employee may
26 also bring an action for injunctive relief to ensure compliance with this section, and is entitled to
27 an award of costs and reasonable attorney’s fees.”

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1 130. At all times relevant herein, California Labor Code section 432 states “[i]f an
2 employee or applicant signs any instrument relating to the obtaining or holding of employment,
3 he shall be given a copy of the instrument upon request.” California Labor Code section 433
4 states “[a]ny person violating this article is guilty of a misdemeanor.”

5 131. At all times relevant herein, California Labor Code section 1198.5 requires that an
6 employer provide a copy of an employee’s personnel record no later than 30 days from the date
7 the employer receives a written request. If an employer fails to satisfy this written request, the
8 former employee may recover a penalty of \$750 from the employer. Cal. Lab. Code § 1198.5(k).
9 The former employee may also bring an action for injunctive relief and may recover costs and
10 reasonable attorney’s fees. Cal. Lab. Code § 1198.5(l).

11 132. At all times relevant herein, IWC Wage Order No. 5-2001, subdivision 7(A),
12 provides “[e]very employer shall keep accurate information with respect to each employee
13 including the following: (1) Full name, home address, occupation and social security number. (2)
14 Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the
15 employee begins and ends each work period. Meal periods, split shift intervals and total daily
16 hours worked shall also be recorded. Meal periods during which operations cease and authorized
17 rest periods need not be recorded. (4) Total wages paid each payroll period, including value of
18 board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked
19 in the payroll period and applicable rates of pay. This information shall be made readily available
20 to the employee upon reasonable request.” IWC Wage Order No. 5-2001, subdivision 7(C), also
21 provides “[a]ll required records shall be in the English language and in ink or other indelible form,
22 properly dated, showing month, day and year, and shall be kept on file by the employer for at least
23 three years at the place of employment or at a central location within the State of California. An
24 employee’s records shall be available for inspection by the employee upon reasonable request.”

25 133. During the relevant time period, Plaintiff sent Defendants reasonable written
26 requests for documents and records relating to his employment with Defendants. During the
27 relevant time period, Defendants failed to produce for inspection and copying or otherwise permit
28 inspection and copying of documents and records relating to Plaintiff’s employment. For

1 example, on May 19, 2021, Plaintiff sent a written request to Defendants via FedEx overnight
2 mail. On May 20, 2021, FedEx confirmed Defendants received Plaintiff's written request for
3 records. To date, Defendants have failed to even respond to Plaintiff's written request for her
4 records. Thus, over 21 days have passed from the date that Plaintiff sent Defendants a reasonable
5 written request for documents and records relating to her employment, and Defendants have failed
6 to comply with the request in violation of Labor Code section 226(b) and the applicable IWC
7 Wage Order.

8 134. Plaintiff and class members are therefore entitled to recover statutory penalties of
9 \$750 per employee, injunctive relief, and attorney's fees and costs, pursuant to California Labor
10 Code sections 226(f) and (h) and/or 1198.5 (k) and (l).

11 SEVENTH CAUSE OF ACTION

12 Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon

13 Termination

14 (Against all Defendants)

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

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

23 137. On information and belief, Defendants had a company-wide practice or policy of
24 paying departing employees their final wages on the next regular pay cycle, instead of adhering
25 to the time requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff
26 quit her employment on October 31, 2020, however, Defendants did not provide Plaintiff her final
27 wages until one week later. Thus, Defendants failed to pay Plaintiff her final wages within
28 seventy-two (72) hours from the time she resigned, in violation of Labor Code section 202.

138. Additionally, Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

139. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment (Against all Defendants)

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

141. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums, that were not timely paid to Plaintiff and those class members by Defendants during their employment.

142. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

143. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (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 first (1st) and the tenth (10th) day of the following month.

144. At all times relevant herein, Labor Code section 204 provides 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 times relevant 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 more than seven (7) calendar days following the close of the payroll period.

145. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

146. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

NINTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

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

148. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen 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."

1 149. First, Defendants had a company-wide policy of requiring Plaintiff and class
2 members to utilize their own personal vehicles for work purposes, such as obtaining additional
3 ingredients, food product, and supplies from nearby stores, but failed to reimburse them for all
4 costs of travel, including mileage. For example, Plaintiff periodically was required to drive to
5 Defendants' other restaurants in Clovis or Fresno, California, or to a grocery store to obtain food
6 or restaurant supplies, such as hamburger buns, lettuce, cups, and fly traps. Although Defendants
7 required Plaintiff and class members to utilize their own vehicles to carry out their work-related
8 responsibilities, Defendants did not reimburse them for all of their travel expenses.

9 150. Second, during the relevant time period, Defendants had a company-wide policy
10 of requiring Plaintiff and class members to utilize their own personal cellular phones to carry out
11 their job duties, but Defendants failed to reimburse them for the costs of their work-related cellular
12 phone expenses. As stated, Plaintiff and class members were required to use their personal
13 cellular phones for work-related tasks, including responding to calls from Defendants'
14 management. For example, Plaintiff spent up to 90 minutes per week using her personal cellular
15 phone to discuss work matters with her supervisors. Although Defendants required Plaintiff and
16 class members to utilize their personal cellular phones to carry out their work-related duties,
17 Defendants failed to reimburse them for this cost.

18 151. Third, Defendants, on a company-wide basis, required Plaintiff and class members
19 to obtain and pay for certain certifications, such as a California Food Handler Card, that were
20 required for their continued employment, as well as associated costs such as training and/or
21 examination fees. For example, Plaintiff complied with this requirement and spent approximately
22 \$20 to obtain a food handler's permit, but Defendants did not reimburse her for the costs of
23 obtaining the certification. Thus, Defendants failed to reimburse Plaintiff and class members for
24 all of the costs of obtaining these certifications, including training and/or examination fees.

25 152. Defendants could have provided Plaintiff and class members with the actual tools
26 for use on the job, such as company vehicles and company phones, or Defendants could have
27 reimbursed employees for the costs of their travel, mileage, cellular phone expenses, and
28 certification fees. Instead, Defendants passed these operating costs off onto Plaintiff and class

1 members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

2 153. Defendants' company-wide policy and/or practice of passing on their operating
3 costs to Plaintiff and class members violates California Labor Code section 2802. Defendants
4 have intentionally and willfully failed to reimburse Plaintiff and other class members for
5 necessary business-related expenses and costs.

6 154. Plaintiff and class members are entitled to recover from Defendants their business-
7 related expenses incurred during the course and scope of their employment, plus interest.

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9 **TENTH CAUSE OF ACTION**

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

11 **(Against all Defendants)**

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

14 156. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover civil
15 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
16 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 221, 223, 224, 226(a),
17 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
18 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those
19 Labor Code sections not found in section 2699.5, including sections 226(b)-(c), 432, 516,
20 1182.12, 1198.5, and 2810.5.

21 157. Defendants' conduct, as alleged herein, violates numerous sections of the
22 California Labor Code, including, but not limited to, the following:

- 23 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC
24 Wage Order for Defendants' failure to compensate Plaintiff and other
25 aggrieved employees with all required overtime pay, as alleged herein;
- 26 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198,
27 and the applicable IWC Wage Order for Defendants' failure to compensate
28 Plaintiff and other aggrieved employees with at least minimum wages for

all hours worked, as alleged herein;

- (c) Violation of Labor Code sections 226.7, 512, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other aggrieved employees with meal periods, as alleged herein;
- (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;
- (e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;
- (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;
- (g) Violations of Labor Code sections 226(b)-(c), 432, and 1198.5, and the applicable IWC Wage Order for failure to produce copies or allow inspection of Plaintiff's and other aggrieved employees' own personnel and other employment records upon written request within the statutory time limits, as alleged herein;
- (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;
- (i) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;
- (j) Violation of Labor Code sections 221 and 224 for unlawfully deducting a portion of wages previously paid to Plaintiff and other aggrieved employees, as set forth below;
- (k) Violation of Labor Code section 223 for secretly paying Plaintiff and other aggrieved employees of lower wages than required by statute, while purporting to pay the proper wages, as set forth below;

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- (l) Violation of Labor Code section 1198 and the applicable IWC wage order for failing to provide suitable resting facilities to Plaintiff and other aggrieved employees, as set forth below;
- (m) Violation of Labor Code section 1198 and the applicable IWC wage order for failing to provide suitable seating to Plaintiff and other aggrieved employees, as set forth below;
- (n) Violation of Labor Code section 1198 and the applicable IWC wage order for failure to pay reporting time pay when other aggrieved employees were put to work for less than half of their regular scheduled shifts, as set forth below;
- (o) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein; and
- (p) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and other aggrieved employees' employment with Defendants, as set forth below.

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

159. During the relevant time period, Defendants unlawfully deducted a portion of wages previously paid to Plaintiff and other aggrieved employees in violation of California Labor Code section 221. Defendants systematically, and on a company-wide basis, maintained a loss prevention "policy" that improperly deducted wages from Plaintiff's and other aggrieved employees' pay. Specifically, Defendants required employees to pay cash out-of-pocket to cover any shortages in the cash registers that arose at the close of business, on threat of discipline, even though such shortages occurred in the usual course of business, as a result of a mistake, accident,

1 or simple negligence rather than dishonesty, willfulness, or gross negligence. For example, over
2 the course of her employment, Plaintiff was instructed by Defendants' management to cover cash
3 register shortages totaling \$250. On information and belief, such deductions were not expressly
4 authorized in writing by Plaintiff and other aggrieved employees. Thus, Defendants' company-
5 wide policy and/or practice of deducting money from Plaintiff's and other aggrieved employees'
6 paychecks without their written authorization constitutes an unlawful deduction of wages, in
7 violation of California Labor Code sections 221 and 224.

8 160. Defendants' conduct as alleged herein violates California Labor Code sections 221
9 and 224. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties
10 pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (g).

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

13 162. During the relevant time period, on information and belief, Defendants willfully
14 and systematically deducted money from Plaintiff's and other aggrieved employees' wages
15 without their express written authorization, which resulted in a discount in their wages.
16 Defendants' deduction from their employees' wages resulted in the payment of less than
17 statutorily required wages to Plaintiff and other aggrieved employees. In doing so, Defendants
18 acted with the intent to deprive Plaintiff and other aggrieved employees of statutory wages,
19 including, but not limited to, overtime wages and minimum wages, to which they were entitled to
20 under California law. Thus, Defendants paid Plaintiff and other aggrieved employees lower
21 wages than those they were entitled to, while purporting that Plaintiff and other aggrieved
22 employees were properly paid.

23 163. Defendants' failure to pay Plaintiff and other aggrieved employees the correct
24 designated wage, while purporting to pay legal wages, is a violation of California Labor Code
25 section 223. Plaintiff and other aggrieved employees are therefore entitled to recover civil
26 penalties pursuant to sections 225.5 and/or 2699(a), (f), and (g).

27 164. At all relevant times herein, California Labor Code section 1198 makes it illegal
28 to employ an employee under conditions of labor that are prohibited by the applicable wage order.

1 California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by
2 the commission shall be the . . . standard conditions of labor for employees. The employment of
3 any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code
4 of Regulations, Title 8, section 11050(13)(B) provides that “[s]uitable resting facilities shall be
5 provided in an area separate from the toilet rooms and shall be available to employees during
6 work hours.”

7 165. Plaintiff alleges that Defendants’ California restaurants are generally similar in
8 their layout and design and there was, and continues to be, space that allows for a resting facility
9 that employees may use to cease work and recover during meal or rest periods. Defendants could
10 have provided Plaintiff and other aggrieved employees with a resting facility within their
11 restaurants, with reasonable or no modification, but instead denied, and continues to deny,
12 employees suitable areas to rest (e.g., a breakroom). As a result, Plaintiff and other aggrieved
13 employees were forced to adjust to areas not conducive to resting, such as standing in or sitting
14 on metal countertops in the back of the restaurant’s kitchen, or search for facilities outside of the
15 restaurant which are not designated or reserved for their rest, such as their personal vehicles.

16 166. Defendants did not provide Plaintiff and other aggrieved employees with suitable
17 resting facilities during their work hours, particularly during rest or meal periods. In other words,
18 during the times when Plaintiff and other aggrieved employees were legally allowed to forgo
19 assigned tasks, as in during a meal or rest period, Defendants denied them any area within their
20 locations to cease work and recover. For example, Plaintiff and other aggrieved employees were
21 not allowed to sit in the restaurant’s dining area during working hours. Moreover, Defendants
22 did not inform Plaintiff and other aggrieved employees of their rights to suitable resting facilities
23 under California law.

24 167. As a result of Defendants company-wide policy and/or practice of denying
25 employees any area to rest within their locations and company-wide failure to provide resting
26 facilities in their locations, Plaintiff and other aggrieved employees were forced to adjust to areas
27 not conducive to resting or search for facilities outside their locations to cease work and recover.
28 Defendants’ failure to provide suitable resting facilities to Plaintiff and other aggrieved employees

1 violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision
2 13(B).

3 168. Plaintiff and other aggrieved employees are entitled to recover civil penalties
4 pursuant to Labor Code sections 2699(a), (f), and(g).

5 169. At all relevant times herein, California Labor Code section 1198 makes it illegal
6 to employ an employee under conditions of labor that are prohibited by the applicable wage order.
7 California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by
8 the commission shall be the . . . standard conditions of labor for employees. California Code of
9 Regulations, Title 8, section 11050 (14)(B) provides that “[w]hen employees are not engaged in
10 the active duties of their employment and the nature of the work requires standing, an adequate
11 number of suitable seats shall be placed in reasonable proximity to the work area and employees
12 shall be permitted to use such seats when it does not interfere with the performance of their
13 duties.”

14 170. Plaintiff alleges that Defendants’ California restaurants are generally similar in
15 their layout and design and there was, and continues to be, space near their work areas (with
16 reasonable or no modification to these work areas) to allow for the presence and use of a seat or
17 stool by Plaintiff and other aggrieved employees during lulls in operation. Defendants could
18 provide Plaintiff and other aggrieved employees with a seat or stool in their work areas, but instead
19 deny employees seating and force Plaintiff and other aggrieved employees to stand throughout
20 the day.

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

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

7 173. Plaintiff and other aggrieved employees are entitled to recover civil penalties
8 pursuant to Labor Code section 2699(a), (f), and (g).

9 174. At all relevant times herein, California Labor Code section 1198 dictates that no
10 employer may employ an employee under conditions of labor that are prohibited by the applicable
11 IWC wage order. California Labor Code section 1198 further requires that “. . . the standard
12 conditions of labor fixed by the commission shall be the . . . standard conditions of labor for
13 employees. The employment of any employee . . . under conditions of labor prohibited by the
14 order is unlawful.”

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

24 176. During the relevant time period, Defendants violated California Labor Code
25 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because
26 Defendants failed to pay other aggrieved employees reporting time pay when they reported to
27 work for their scheduled shift but were put to work for less than half of the regularly scheduled
28 day’s work. Although other aggrieved employees reported to work based on the schedule that

Defendants provided to them, Defendants would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay. Accordingly, other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A).

177. Other aggrieved employees are entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

178. At all relevant times herein, California Labor Code section 2810.5 provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

179. During the relevant time period, Defendants failed to provide Plaintiff and other aggrieved employees with written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and other aggrieved employees with written notice of basic information regarding their employment with Defendants is in violation of Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

ELEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unlawful Business Practices

(Against all Defendants)

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

181. Defendants are "persons" as defined by California Business & Professions Code sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or

1 associations.

2 182. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
4 injury in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiff
5 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
6 Procedure section 1021.5.

7 183. Defendants' activities, as alleged herein, are violations of California law, and
8 constitute unlawful business acts and practices in violation of California Business & Professions
9 Code sections 17200, *et seq.*

10 184. A violation of California Business & Professions Code sections 17200, *et seq.* may
11 be predicated on the violation of any state or federal law. In the instant case, Defendants' policies
12 and practices have violated state law in at least the following respects:

- 13 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
14 class members, to work overtime without paying them proper
15 compensation in violation of California Labor Code sections 510 and 1198
16 and the applicable IWC Wage Order, as alleged herein;
- 17 (b) Failing to pay at least minimum wage to Plaintiff and class members in
18 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
19 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 20 (c) Failing to provide uninterrupted meal periods to Plaintiff and class
21 members in violation of California Labor Code sections 226.7, 512(a), 516,
22 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 23 (d) Failing to authorize and permit Plaintiff and class members to take
24 uninterrupted rest periods in violation of California Labor Code sections
25 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged
26 herein;
- 27 (e) Failing to provide Plaintiff and class members with accurate wage
28 statements and failing to maintain accurate payroll records in violation of

California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;

(f) Failing to produce copies or allow inspection of Plaintiff's and class members' own personnel and other employment records upon written request within the statutory time limits, in violation of Labor Code sections 226(b)-(c), 432, and 1198.5, and the applicable IWC Wage Order, as alleged herein;

(g) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;

(h) Collecting or receiving wages already paid from Plaintiff and class members in violation of California Labor Code sections 221 and 224, as set forth below;

(i) Failing to pay the statutorily designated wage scale in violation of California Labor Code section 223, as set forth below;

(j) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and

(k) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

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

186. During the relevant time period, Defendants unlawfully deducted a portion of wages previously paid to Plaintiff and class members in violation of California Labor Code section 221. Defendants systematically, and on a company-wide basis, maintained a loss

1 prevention “policy” that improperly deducted wages from Plaintiff’s and class members’ pay.
2 Specifically, Defendants required employees to pay cash out-of-pocket to cover any shortages in
3 the cash registers that arose at the close of business, on threat of discipline, even though such
4 shortages occurred in the usual course of business, as a result of a mistake, accident, or simple
5 negligence rather than dishonesty, willfulness, or gross negligence. For example, over the course
6 of her employment, Plaintiff was instructed by Defendants’ management to cover cash register
7 shortages totaling \$250. On information and belief, such deductions were not expressly
8 authorized in writing by Plaintiff and class members. Defendants’ policy of deducting money
9 from Plaintiff’s and class members’ paychecks without their written authorization constitutes an
10 unlawful deduction of wages, in violation of California Labor Code sections 221 and 224.

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

13 188. During the relevant time period, as stated, Defendants willfully and systematically
14 deducted money from Plaintiff’s and class members’ wages without their express written
15 authorization, pursuant to their loss prevention policy. Defendants’ deduction from their
16 employees’ wages resulted in the payment of less than statutorily required wages to Plaintiff and
17 class members. In doing so, Defendants acted with the intent to deprive Plaintiff and class
18 members of statutory wages, including, but not limited to, overtime wages and minimum wages,
19 to which they were entitled to under California law. Thus, Defendants paid Plaintiff and class
20 members lower wages than those they were entitled to while purporting that Plaintiff and class
21 members were properly paid.

22 189. Defendants’ failure to pay Plaintiff and class members the correct designated
23 wage, while purporting to pay legal wages, is a violation of California Labor Code section 223.

24 190. At all relevant times herein, California’s Wage Theft Prevention Act was enacted
25 to ensure that employers provide employees with basic information material to their
26 employment relationship at the time of hiring, and to ensure that employees are given written
27 and timely notice of any changes to basic information material to their employment. Codified
28 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the

1 time of hiring, an employer must provide written notice to employees containing basic and
2 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
3 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
4 any rates for overtime, the regular payday designated by the employer, and any allowances
5 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
6 § 2810.5(a)(1)(A)-(C).

7 191. At all relevant times, on information and belief, Defendants failed, on a
8 company-wide basis, to provide written notice to Plaintiff and class members that lists the
9 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
10 to provide Plaintiff and class members with written notice of basic information regarding their
11 employment with Defendants is in violation of Labor Code sections 2810.5(a)(1)(A)-(C).

12 192. As a result of the violations of California law herein described, Defendants
13 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have
14 suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

15 193. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
16 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
17 Defendants during a period that commences four years prior to the filing of this complaint; a
18 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class
19 members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section
20 1021.5 and other applicable laws; and an award of costs.

21 **TWELFTH CAUSE OF ACTION**

22 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

23 **Unfair Business Practices**

24 **(Against all Defendants)**

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

27 195. Defendants are "persons" as defined by California Business & Professions Code
28 sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or

1 associations.

2 196. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and
3 harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact
4 and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to enforce
5 important rights affecting the public interest within the meaning of Code of Civil Procedure
6 section 1021.5.

7 197. Defendants' activities, namely Defendants' company-wide practice and/or policy
8 of not paying Plaintiff and class members all meal and rest period premiums due to them under
9 Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee
10 and enhanced enforcement implemented by section 226.7. The statutory remedy provided by
11 section 226.7 is a "'dual-purpose' remedy intended primarily to compensate employees, and
12 secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th
13 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class
14 members as part of their employment with Defendants, and thus Defendants' practice and/or
15 policy of denying these statutory benefits constitutes an unfair business practice in violation of
16 California Business & Professions Code sections 17200, *et seq.* (*Id.*)

17 198. A violation of California Business & Professions Code sections 17200, *et seq.* may
18 be predicated on any unfair business practice. In the instant case, Defendants' policies and
19 practices have violated the spirit of California's meal and rest period laws and constitute acts
20 against the public policy behind these laws.

21 199. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
22 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
23 benefits implemented by section 226.7 withheld and retained by Defendants during a period that
24 commences four years prior to the filing of this complaint; a permanent injunction requiring
25 Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class
26 members; an award of attorneys' fees pursuant to California Code of Civil Procedure section
27 1021.5 and other applicable laws; and an award of costs.

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

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

2. That this case be certified as a class action;
3. That Plaintiff be appointed as the representative of the Class and Subclass;
4. That counsel for Plaintiff be appointed as class counsel.

5. That the Court declare, adjudge, and decree that Defendants violated California Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to pay overtime wages due to Plaintiff and class members;

6. For general unpaid wages at overtime wage rates and such general and special wages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing on the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

10. That the Court declare, adjudge and decree that Defendants violated California Code sections 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage Order fully failing to pay minimum wages to Plaintiff and class members;

11. For general unpaid wages and such general and special damages as may be

appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not

1 authorized and permitted;

2 25. For all actual, consequential, and incidental losses and damages, according to
3 proof;

4 26. For premiums pursuant to California Labor Code section 226.7(c);

5 27. For pre-judgment interest on any unpaid rest period premiums from the date such
6 amounts were due, or as otherwise provided by law;

7 28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5,
8 or as otherwise provided by law; and

9 29. For such other and further relief as the Court may deem equitable and appropriate.

10 **As to the Fifth Cause of Action**

11 30. That the Court declare, adjudge and decree that Defendants violated the
12 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage
13 Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage
14 statements thereto;

15 31. For all actual, consequential, and incidental losses and damages, according to
16 proof;

17 32. For injunctive relief pursuant to California Labor Code section 226(h);

18 33. For statutory penalties pursuant to California Labor Code section 226(e);

19 34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1);
20 and

21 35. For such other and further relief as the Court may deem equitable and appropriate.

22 **As to the Sixth Cause of Action**

23 36. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 226(b)-(c), 432, and 1198.5 and the applicable IWC Wage Order by failing
25 to produce for inspection and copying or otherwise permit inspection and copying of records
26 relating to Plaintiff's employment with Defendants;

27 37. For statutory penalties pursuant to California Labor Code section 226(f) and
28 1198.5 (k);

38. For general and special damages as may be appropriate;

39. For injunctive relief pursuant to California Labor Code section 226(h) and 1198.5(l) including, but not limited to, an order requiring Defendants to produce for inspection and copying or otherwise permit inspection and copying of records relating to Plaintiff's employment with Defendants as soon as reasonably practical;

40. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 226(h) and 1198.5(l); and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5,
or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, and/or meal and rest period premiums during their employment;

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49. For all actual, consequential and incidental losses and damages, according to proof;

50. For statutory penalties according to proof pursuant to California Labor Code section 210;

51. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

52. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5,
or as otherwise provided by law; and

53. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

55. For unpaid business-related expenses and such general and special damages as may be appropriate;

56. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

57. For all actual, consequential, and incidental losses and damages, according to proof;

58. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

59. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

60. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to

provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 226(b)-(c), 432, and 1198.5 (by failing to produce copies or allow inspection of records and instruments signed); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 221 and 224 (unlawful deduction of wages); 223 (secret payment of lower wages); 1198 and the applicable IWC Wage Order (by failing to provide suitable resting facilities); 1198 and the applicable IWC Wage Order (by failing to provide suitable seating); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of information material to employment);

61. For civil penalties pursuant to California Labor Code sections 210, 225.5, 226.3, 226(f), 256, 558, 1174.5, 1197.1, 1198.5(k), and/or 2699(a), (f) and (g), for violations of California Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226(b)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5;

62. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of California Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226(b)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5;

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

64. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

65. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to produce

1 copies or allow inspection of records and instruments signed, failing timely to pay Plaintiff and
2 class members all earned wages during employment, unlawfully deducting a portion of wages
3 previously paid, secretly paying a lower wage, failing to reimburse Plaintiff and class members
4 for business-related expenses, and failing to provide written notice of material terms of
5 employment, constitutes an unlawful business practice in violation of California Business and
6 Professions Code sections 17200, *et seq.*;

7 66. For restitution of unpaid wages to Plaintiff and all class members and prejudgment
8 interest from the day such amounts were due and payable;

9 67. For the appointment of a receiver to receive, manage and distribute any and all
10 funds disgorged from Defendants and determined to have been wrongfully acquired by
11 Defendants as a result of violations of California Business & Professions Code sections 17200, *et*
12 *seq.*;

13 68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Code of Civil Procedure section 1021.5; and

15 69. For such other and further relief as the Court may deem equitable and appropriate.

16 **As to the Twelfth Cause of Action**

17 70. That the Court declare, adjudge and decree that Defendants' conduct of denying
18 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an
19 unfair business practice in violation of California Business and Professions Code sections 17200,
20 *et seq.*;

21 71. For restitution of the statutory benefits under section 226.7 unfairly withheld from
22 Plaintiff and class members and prejudgment interest from the day such amounts were due and
23 payable;

24 72. For the appointment of a receiver to receive, manage and distribute any and all
25 funds disgorged from Defendants and determined to have been wrongfully acquired by
26 Defendants as a result of violations of California Business & Professions Code sections 17200, *et*
27 *seq.*;

28 ///

1 73. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Code of Civil Procedure section 1021.5;

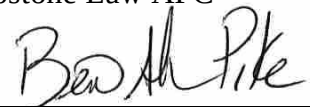
3 74. For pre-judgment and post-judgment interest as provided by law; and

4 75. For such other and further relief as the Court may deem equitable and appropriate.
5

6 Dated: November 9, 2021

Respectfully submitted,

Capstone Law APC

By: 

Bevin Allen Pike

Daniel Jonathan

Trisha K. Monesi

Attorneys for Plaintiff Evelyn Manriquez

EXHIBIT “1”



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ANTHONY CASTILLO
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August 6, 2021

VIA ONLINE SUBMISSION

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

Subject: *Evelyn Manriquez v. Sonic - W. Shaw, Corp., et al.*

Dear PAGA Administrator:

This office represents Evelyn Manriquez in connection with her claims under the California Labor Code. Ms. Manriquez was an employee of SONIC - W. SHAW, CORP.; SONIC - 23RD STREET, CORP.; SONIC - ASHE ROAD, CORP.; SONIC - BLACKSTONE, CORP.; SONIC - DELANO, CORP.; SONIC - OLIVE DRIVE, CORP.; SONIC - ROSEDALE HWY., CORP.; SONIC - STOCKDALE HWY., CORP.; SONIC - WHITE LANE, CORP.; SONIC - WILLOW, CORP.; SONIC-CALDWELL AVE. CORP.; SONIC-HANFORD, CORP.; SONIC-HERNDON, CORP.; SONIC-KINGSBURG, CORP.; SONIC-MING AVE., CORP.; SONIC-MONTE VISTA, CORP.; SONIC-NILES, CORP.; SONIC-RIPON, CORP.; SONIC-SHAFTER, CORP.; SONIC-TAFT HWY., CORP.; SONIC-TEHACHAPI, CORP.; SONIC-TULARE, CORP.; SONIC-TURLOCK CORP.; and/or SONIC-VISALIA CORP. For the purpose of this letter, Ms. Manriquez collectively refers to these entities as "SONIC."

The employers may be contacted directly at the addresses below:

SONIC - W. SHAW, CORP. 1142 SAN MARCOS RD PASO ROBLES CA 93446	SONIC - 23RD STREET, CORP. 1142 SAN MARCOS RD PASO ROBLES CA 93446	SONIC - ASHE ROAD, CORP. 1142 SAN MARCOS RD PASO ROBLES CA 93446
SONIC - BLACKSTONE, CORP. 1142 SAN MARCOS RD PASO ROBLES CA 93446	SONIC - DELANO, CORP. 1142 SAN MARCOS RD PASO ROBLES CA 93446	SONIC - OLIVE DRIVE, CORP. 1142 SAN MARCOS RD PASO ROBLES CA 93446
SONIC - ROSEDALE HWY., CORP. 1142 SAN MARCOS RD PASO ROBLES CA 93446	SONIC - STOCKDALE HWY. 1142 SAN MARCOS RD PASO ROBLES CA 93446	SONIC - WHITE LANE, CORP. 1142 SAN MARCOS RD PASO ROBLES CA 93446

SONIC - WILLOW, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-CALDWELL AVE.
CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-HANFORD, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-HERNDON, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-KINGSBURG, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-MING, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-MONTE VISTA AVE.,
CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-NILES, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-RIPON, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-SHAFTER, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-TAFT HWY., CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-TEHACHAPI, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-TULARE, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-TURLOCK, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SONIC-VISALIA CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

Ms. Manriquez intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Manriquez seeks relief on behalf of herself, the State of California, and other persons who are or were employed by SONIC 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.

SONIC employed Ms. Manriquez as an hourly paid, non-exempt exempt Carhop and Manager from approximately March 2020 to October 2020. Ms. Manriquez worked for SONIC at its Sonic Drive-In restaurant located at 1483 Colony Road, in Ripon, California. Ms. Manriquez typically worked five (5) to nine (9) or more hours per day and four (4) to five (5) days per week. Her job duties include, without limitation, serving food, greeting customers, addressing customer complaints, counting restaurant cash, and cleaning and maintaining the restaurant premises.

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

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

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

SONIC - W. SHAW, CORP.; SONIC - 23RD STREET, CORP.; SONIC - ASHE ROAD, CORP.; SONIC - BLACKSTONE, CORP.; SONIC - DELANO, CORP.; SONIC - OLIVE DRIVE, CORP.; SONIC - ROSEDALE HWY., CORP.; SONIC - STOCKDALE HWY., CORP.; SONIC - WHITE LANE, CORP.; SONIC - WILLOW, CORP.; SONIC-CALDWELL AVE. CORP.; SONIC-HANFORD, CORP.; SONIC-HERNDON, CORP.; SONIC-KINGSBURG, CORP.; SONIC-MING AVE., CORP.; SONIC-MONTE VISTA, CORP.; SONIC-NILES, CORP.; SONIC-RIPON, CORP.; SONIC-SHAFTER, CORP.; SONIC-TAFT HWY., CORP.; SONIC-TEHACHAPI, CORP.; SONIC-TULARE, CORP.; SONIC-TURLOCK CORP.; and SONIC-VISALIA CORP. are California corporations. Together, they own and operate approximately 28 Sonic franchise restaurant locations in California. Upon information and belief, SONIC maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Paso Robles, California for all non-exempt, hourly paid employees working for SONIC in California, including Ms. Manriquez and other aggrieved employees. At all relevant times, SONIC issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Manriquez and other aggrieved employees, regardless of its location or position.

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

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

First, during the relevant time period, SONIC had a company-wide policy and/or practice of requiring Ms. Manriquez and other aggrieved employees to perform tasks off-the-clock, such as picking up restaurant ingredients and supplies from other SONIC's restaurant locations or grocery stores. For example, on three (3) occasions SONIC's supervisors asked Ms. Manriquez to drive and pick up ingredients or supplies from SONIC's other restaurant locations or purchase supplies from a grocery store on her way to work, while off-the-clock, which could take 15 minutes each time, work for which she was not paid. Similarly, on several occasions, Ms. Manriquez drove to a grocery store after she clocked out for the day

to purchase ingredients for her restaurant, such as hamburger buns and lettuce, but was not compensated for this time. As another example, Ms. Manriquez was required to continue performing work duties after she clocked out, such as throwing out the trash, because the restaurant was busy and short-staffed. SONIC failed to track this time spent working before and after scheduled shifts, and Ms. Manriquez and other aggrieved employees received no compensation for this time. Moreover, other aggrieved employees were required to respond to their personal cellular phones and complete other work-related tasks on their days off. For example, other aggrieved employees were called by SONIC on their days off and instructed to travel to their restaurants to handle emergencies and/or break-ins. Additionally, other aggrieved employees were instructed by SONIC's management to cover shifts at other SONIC's restaurants, but were not compensated for the additional time they spent traveling to and from these locations.

Additionally, SONIC required employees with food handling duties to obtain California Food Handler Cards, which led to employees completing online food safety training and testing from home, on their off-days, or during their unpaid meal periods, but did not compensate them for this time. For example, Ms. Manriquez and other aggrieved employees spent 1-2 hours completing mandatory food safety training, but were not paid by SONIC for this time.

Second, on information and belief, SONIC had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours allocated by corporate for each restaurant location. SONIC's uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide Ms. Manriquez and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. SONIC also had a practice of failing to schedule meal periods, which further caused Ms. Manriquez and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Ms. Manriquez and other aggrieved employees were not always afforded 30-minute meal periods during shifts when they were entitled to receive a meal period and instead continued worked during unpaid meal periods.

In conjunction with understaffing its restaurants, on information and belief, SONIC had a requirement that a managerial employee be present on the floor at all times and prohibited managers from leaving the premises unless another manager was also on duty, resulting in a lack of meal period coverage for managerial employees. At the same time, the labor budgets SONIC implemented did not always allow for more than one manager to be on the schedule at all times. As a result, Ms. Manriquez and other aggrieved employees were sometimes the only managers on duty, and were expected to supervise the restaurant and respond to customer complaints at all times. Because managerial employees were effectively prohibited from leaving SONIC's premises for meal periods without coverage, and because there were too few employees and other managers on duty to handle the workload and attend to customers, Ms. Manriquez and other aggrieved employees were denied uninterrupted 30-minute meal periods, and were required to work through and/or to return early from meal periods. For example, Ms. Manriquez's meal periods were interrupted 2-3 times per week to resolve issues for employees, and were interrupted once per week by phone calls from her manager to discuss work-related matters, such as the day's sales.

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

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

SONIC's failure to pay Ms. Manriquez and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Manriquez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

As stated above, SONIC required Ms. Manriquez and other aggrieved employees to perform work off-the-clock, including running errands, such as picking up restaurant ingredients and supplies from SONIC's other restaurant locations or a grocery store; completing tasks after their shifts; traveling to cover shifts at other SONIC restaurants; responding to phone communications from supervisors; and completing and obtaining work-related certifications and trainings, but did not compensate them for this time. Additionally, as stated above, due to SONIC's company-wide practices of utilizing labor budgets, assignment of heavy workloads, failure to schedule meal periods, subsequent lack of meal period coverage, and/or policy requiring managerial employees to stay on or near the store premises during meal periods, Ms. Manriquez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work during their meal periods, time for which they were not paid.

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

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

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

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As stated above, SONIC had, and continues to have, company-wide policies and/or practices of understaffing locations due to labor budgeting, which, combined with heavy workloads and a failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Ms. Manriquez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. In conjunction with understaffing its restaurants, as stated above, on information and belief, SONIC had a requirement that a managerial employee be present on the restaurant floor at all times, but SONIC's labor budgets did not always allow for more than one manager to be on the schedule at all times. As a result, Ms. Manriquez and other managerial employees were sometimes the only managers on duty, and would have their meal periods interrupted or would work through them in order to assist their coworkers and customers. As a result, Ms. Manriquez and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, approximately once per week, Ms. Manriquez was required to take her meal periods late after having worked in excess of five (5) hours or more into her shift in order to meet the restaurant's customer demand. Moreover, Ms. Manriquez's meal periods were interrupted once per week by SONIC's managers calling her personal cellular phone to discuss work related matters, or interrupted for approximately 2-3 minutes in order to assist her coworkers or customers.

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

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

Furthermore, SONIC engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Manriquez and other aggrieved employees have not received premium pay for missed, interrupted, or

late meal periods. Alternatively, to the extent that SONIC did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, SONIC did not pay other aggrieved employees at the correct rate of pay for premiums because SONIC 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, SONIC failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Manriquez and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

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

SONIC regularly failed to authorize and permit Ms. Manriquez 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, SONIC's company-wide practices of understaffing and assigning heavy workloads prevented Ms. Manriquez and other aggrieved employees from being relieved of all duty to take their rest periods. Additionally, SONIC failed to schedule rest periods, which, coupled with SONIC's failure to provide adequate rest period coverage, further led to Ms. Manriquez and other aggrieved employees not being authorized and permitted to take compliant rest periods.

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

As a result of SONIC's practices and policies, Ms. Manriquez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Manriquez would miss her rest periods at least twice per week to meet customer demand and due to a lack of rest period coverage. Ms. Manriquez's rest periods were also interrupted approximately 3-4 times per month by coworkers or management to discuss work-related questions or restaurant operations.

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

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

Furthermore, because SONIC did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, SONIC did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, SONIC also failed to list the correct amount of net wages in violation of section 226(a)(5). SONIC 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).

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 inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; 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), SONIC willfully failed to maintain accurate payroll records for Ms. Manriquez and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, SONIC failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Ms. Manriquez and other aggrieved employees, in violation of section 1198. Furthermore, in light of SONIC’s failure to provide Ms. Manriquez and other aggrieved employees with second 30-minute meal periods to which they were entitled, SONIC kept no records of meal start and end times for second meal periods.

Because SONIC failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Manriquez and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Manriquez and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Manriquez 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 §§ 226(b)-(c), 432, and 1198.5 – Failure to Produce and/or Permit Inspection of Records and Instruments Signed

California Labor Code section 226(b) provides that every employer shall furnish current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer. Labor Code Section 226(c) provides that an employer must comply with a request made pursuant to Labor Code section 226(b) no later than 21 calendar days from the date of the employee’s request. California Labor Code section 226(f) states “[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.” California Labor Code section 226(h) states “[a]n employee may also bring an

action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees."

California Labor Code section 432 states "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." California Labor Code section 433 states "[a]ny person violating this article is guilty of a misdemeanor."

California Labor Code section 1198.5 requires that an employer provide a copy of an employee's personnel record no later than 30 days from the date the employer receives a written request. If an employer fails to satisfy this written request, the former employee may recover a penalty of \$750 from the employer. Cal. Lab. Code § 1198.5(k). The former employee may also bring an action for injunctive relief and may recover costs and reasonable attorney's fees. Cal. Lab. Code § 1198.5(l).

The applicable IWC Wage Order No. 5-2001, section 7(A), provides "[e]very employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request." IWC Wage Order No. 5-2001, section 7(C), also provides "[a]ll required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request."

During the relevant time period, Ms. Manriquez sent SONIC reasonable written requests for documents and records relating to her employment with SONIC. During the relevant time period, SONIC failed to produce for inspection and copying or otherwise permit inspection and copying of documents and records relating to other Ms. Manriquez's employment. For example, On May 19, 2021, Ms. Manriquez sent a written request to SONIC via FedEx overnight Mail. On May 20, 2021, FedEx confirmed SONIC received Ms. Manriquez's written request for records. To date, SONIC has failed to even respond to Ms. Manriquez's written request for her records. Thus, over 21 days have passed from the date that Ms. Manriquez sent SONIC a reasonable written request for documents and records relating to her employment, and SONIC has failed to comply with the request in violation of Labor Code section 226(b) and the applicable IWC Wage Order.

Ms. Manriquez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226(f) and (h), 1198.5(k)-(l), 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, SONIC willfully failed to pay Ms. Manriquez 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.

Ms. Manriquez 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, SONIC had a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Manriquez resigned her employment on October 31, 2020, however, SONIC did not provide Ms. Manriquez her final wages until one week later. Thus, SONIC failed to pay Ms. Manriquez her final wages within seventy-two (72) hours from the time she resigned, in violation of Labor Code section 202.

Additionally, SONIC willfully failed to pay Ms. Manriquez and other aggrieved employees who are no longer employed by SONIC 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 SONIC's employ.

Ms. Manriquez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 221 and 224 – Unlawful Deductions

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

During the relevant time period, SONIC unlawfully deducted a portion of wages previously paid to Ms. Manriquez and other aggrieved employees in violation of California Labor Code section 221. SONIC systematically, and on a company-wide basis, maintained a loss prevention "policy" that improperly deducted wages from Ms. Manriquez's and other aggrieved employees' pay. Specifically, SONIC required employees to pay cash out-of-pocket to cover any shortages in the cash registers that arose at the close of business, on threat of discipline, even though such shortages occurred in the usual course of

business, as a result of a mistake, accident, or simple negligence rather than dishonesty, willfulness, or gross negligence. For example, over the course of her employment, Ms. Manriquez was instructed by SONIC's management to cover cash register shortages totaling \$250. On information and belief, such deductions were not expressly authorized in writing by Ms. Manriquez and other aggrieved employees.

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

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

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

During the relevant time period, as stated, SONIC willfully and systematically deducted money from Ms. Manriquez's and other aggrieved employees' wages without their express written authorization, pursuant to their loss prevention policy. SONIC's deduction from its employees' wages resulted in the payment of less than statutorily required wages to Ms. Manriquez and other aggrieved employees. In doing so, SONIC acted with the intent to deprive Ms. Manriquez and other aggrieved employees of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law. Thus, SONIC paid Ms. Manriquez and other aggrieved employees lower wages than those they were entitled to while purporting that Ms. Manriquez and other aggrieved employees were properly paid.

Ms. Manriquez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 13(B) – Failure to Provide Suitable Resting Facilities

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(13)(B) provides that “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

SONIC's California restaurants are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. SONIC could have provided Ms. Manriquez and other aggrieved employees with a resting facility within its restaurants, with reasonable or no modification, but instead denied, and continues to deny, employees suitable areas to rest (e.g., a breakroom). As a result, Ms. Manriquez and other aggrieved employees were forced to adjust to areas not conducive to resting, such as standing in or sitting on metal countertops in the back of the restaurant's kitchen, or search for facilities outside of the restaurant which are not designated or reserved for their rest, such as their personal vehicles.

SONIC did not provide Ms. Manriquez and other aggrieved employees with suitable resting facilities during their work hours, particularly during rest or meal periods. In other words, during the times when

Ms. Manriquez and other aggrieved employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, SONIC denied them any area within their locations to cease work and recover. For example, Ms. Manriquez and other aggrieved employees were not allowed to sit in the restaurant's dining area during working hours. Moreover, SONIC did not inform Ms. Manriquez and other aggrieved employees of their rights to suitable resting facilities under California law.

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

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

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

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050 subdivision (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.” 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.”

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.*

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

SONIC did not provide Ms. Manriquez and other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. Manriquez and other aggrieved employees engaged in duties in which the nature

of the work required standing, SONIC denied them the use of seats nearby during lulls in their work duties. Moreover, SONIC did not inform Ms. Manriquez and other aggrieved employees of their rights to a seat or stool under California law.

As a result of SONIC'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, Ms. Manriquez and other aggrieved employees were forced to stand during shifts and denied seats. SONIC's failure to provide suitable seating to Ms. Manriquez and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(B).

Ms. Manriquez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring SONIC 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, SONIC violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because SONIC failed to pay or other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the regularly scheduled day's work. Although other aggrieved employees reported to work based on the schedule that SONIC provided to them, SONIC would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay. Accordingly, other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A).

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.”

First, SONIC had a company-wide policy of requiring Ms. Manriquez and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, Ms. Manriquez periodically was required to drive to SONIC's other restaurants in Clovis or Fresno, California, or to a grocery store to obtain food or restaurant supplies, such as hamburger buns, lettuce, cups, and fly traps. As a further example, as stated, other aggrieved employees were required to travel to and cover shifts at SONIC's restaurants in other locations. Although SONIC required Ms. Manriquez and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, SONIC did not reimburse them for all of their travel expenses.

Second, during the relevant time period, SONIC had a company-wide policy of requiring Ms. Manriquez and other aggrieved employees to utilize their own personal cellular phones to carry out their job duties, but SONIC failed to reimburse them for the costs of their work-related cellular phone expenses. As stated, Ms. Manriquez and other aggrieved employees were required to use their personal cellular phones for work-related tasks, including responding to calls from SONIC's management. For example, Ms. Manriquez spent up to 90 minutes per week using her personal cellular phone to discuss work matters with her supervisors. Although SONIC required Ms. Manriquez and other aggrieved employees to utilize their personal cellular phones to carry out their work-related duties, SONIC failed to reimburse them for this cost.

Third, SONIC, on a company-wide basis, required Ms. Manriquez and other aggrieved employees to obtain and pay for certain certifications, such as a California Food Handler Card, that were required for their continued employment, as well as associated costs such as training and/or examination fees. For example, Ms. Manriquez complied with this requirement and spent approximately \$20 to obtain a food handler's permit, but SONIC did not reimburse her for the costs of obtaining the certification. Thus, SONIC failed to reimburse Ms. Manriquez and other aggrieved employees for all of the costs of obtaining these certifications, including training and/or examination fees.

SONIC could have provided Ms. Manriquez and other aggrieved employees with the actual tools for use on the job, such as company vehicles and company phones, or SONIC could have reimbursed employees for the costs of their travel, mileage, cellular phone expenses, and certification fees. Instead, SONIC passed these operating costs off onto Ms. Manriquez and other aggrieved employees. At all relevant times, Ms. Manriquez did not earn at least two (2) times the minimum wage.

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

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

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that

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

SONIC failed to provide Ms. Manriquez and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). SONIC's failure to provide Ms. Manriquez and other aggrieved employees with written notice of basic information regarding their employment with SONIC is in violation of Labor Code section 2810.5.

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

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." SONIC, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Manriquez's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Manriquez seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Manriquez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against SONIC for violations of California Labor Code sections 201, 202, 203, 204, 221, 223, 224, 226(a), 226(b)-(c), 226.7, 432, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5.

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

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

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

Best Regards,



Anthony Castillo

Copy: SONIC - W. SHAW, CORP. (via U.S. Certified Mail); SONIC - 23RD STREET, CORP. (via U.S. Certified Mail); SONIC - ASHE ROAD, CORP. (via U.S. Certified Mail); SONIC - BLACKSTONE, CORP. (via U.S. Certified Mail); SONIC - DELANO, CORP. (via U.S. Certified Mail); SONIC - OLIVE DRIVE, CORP. (via U.S. Certified Mail); SONIC - ROSEDALE HWY., CORP. (via U.S. Certified Mail); SONIC - STOCKDALE HWY., CORP. (via U.S. Certified Mail); SONIC - WHITE LANE, CORP. (via U.S. Certified Mail); SONIC - WILLOW, CORP. (via U.S. Certified Mail); SONIC-CALDWELL AVE. CORP. (via U.S. Certified Mail); SONIC-HANFORD, CORP. (via U.S. Certified Mail); SONIC-HERNDON, CORP. (via U.S. Certified Mail); SONIC-KINGSBURG, CORP. (via U.S. Certified Mail); SONIC-MING AVE., CORP. (via U.S. Certified Mail); SONIC-MONTE VISTA, CORP. (via U.S. Certified Mail); SONIC-NILES, CORP. (via U.S. Certified Mail); SONIC-RIPON, CORP. (via U.S. Certified Mail); SONIC-SHAFTER, CORP. (via U.S. Certified Mail); SONIC-TAFT HWY., CORP. (via U.S. Certified Mail); SONIC-TEHACHAPI, CORP. (via U.S. Certified Mail); SONIC-TULARE, CORP. (via U.S. Certified Mail); SONIC-TURLOCK CORP. (via U.S. Certified Mail); SONIC-VISALIA CORP. (via U.S. Certified Mail)



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Marriguez V.
SONIC - 23rd Street
CORP.

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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

SONIC - BLACKSTONE, CORP.
 1142 SAN MARCOS RD
 PASO ROBLES CA 93446

City, State, ZIP+4®

Postmark
 Here

Manigault v.
 SONIC Blackstone,
 CORP.

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

See Reverse for Instructions

one
 AW APC
 Park East, Ste 1000
 CA 90067

CERTIFIED MAIL



7020 1290 0001 8879 2446

one
AW APC
Park East, Ste 1000
CA 90067



SONIC - DELANO, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON 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.		A. Signature ☐ Agent ☐ Addressee X	
1. Article Addressed to: SONIC - DELANO, CORP. 1142 SAN MARCOS RD PASO ROBLES CA 93446		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	
2. Article Number (Transfer from service label) 7020 1290 0001 8879 2446		3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Collect on Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) 	
PS Form 3811, July 2015 PSN 7530-02-000-9053		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 **SONIC - DELANO, CORP.**

Street and Apt. No., or PO Box No. **1142 SAN MARCOS RD**

City, State, ZIP+4® **PASO ROBLES CA 93446**

Postmark
Here

*Martinez v.
Sonic-Delano,
CORP.*

7020 1290 0001 8879 2446



7020 1810 0000 4166 1450

SONIC - OLIVE DRIVE, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

one
AW APC
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:

SONIC - OLIVE DRIVE, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2506 24

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1450

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 3.80
- ☐ 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

SONIC - OLIVE DRIVE, CORP.

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

1142 SAN MARCOS RD

City, State, ZIP+4®

PASO ROBLES CA 93446

Postmark
Here

Manriquez v.
Sonic Olive Dr.
CORP.

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

See Reverse for Instructions

UNITED STATES POSTAGE
 PITNEY BOWES
 02 1P \$008.08
 0000666553 AUG 06 2021
 MAILED FROM ZIP CODE 90067



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

SONIC - ROSEDALE HWY., CORP.
 1142 SAN MARCOS RD
 PASO ROBLES CA 93446



9590 9402 1512 5362 2506 17

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1443

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

CERTIFIED MAIL®



7020 1810 0000 4166 1443

SONIC - ROSEDALE HWY., CORP.
 1142 SAN MARCOS RD
 PASO ROBLES CA 93446

**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

SONIC - ROSEDALE HWY., CORP.
 1142 SAN MARCOS RD
 PASO ROBLES CA 93446

City, State, ZIP+4®

Postmark
 Here

Manriquez v.
 SONIC - ROSEDALE
 HWY., CORP

one
 AW APC
 y Park East, Ste 1000
 CA 90067

UNITED STATES POSTAGE
 PITNEY BOWES
 \$008.08
 02 1P
 0000666553 AUG 06 2021
 MAILED FROM ZIP CODE 90067



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

SONIC - STOCKDALE HWY.
 1142 SAN MARCOS RD
 PASO ROBLES CA 93446



9590 9402 1512 5362 2506 00

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1467

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL®



7020 1810 0000 4166 1467

SONIC - STOCKDALE HWY.
 1142 SAN MARCOS RD
 PASO ROBLES CA 93446

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

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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

SONIC - STOCKDALE HWY.

Street and Apt. No., or PO Box No.
 1142 SAN MARCOS RD

City, State, ZIP+4®
 PASO ROBLES CA 93446

Postmark
 Here

Muniz V.
 SONIC STOCKDALE
 HWY.

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

See Reverse for Instructions.

one
 AW APC
 Park East, Ste 1000
 CA 90067

UNITED STATES POSTAGE
02 1P \$008.08
0000666553 AUG 06 2021
MAILED FROM ZIP CODE 90067



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

SONIC - WHITE LANE, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2505 94

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1474

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL®



7020 1810 0000 4166 1474

SONIC - WHITE LANE, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

**U.S. Postal Service™
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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

SONIC - WHITE LANE, CORP.

Street and Apt. No. 1142 SAN MARCOS RD

City, State, ZIP PASO ROBLES CA 93446

Postmark
Here

Martinez V.
SONIC-White Lane
corp.

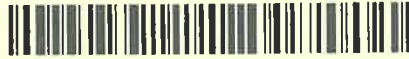
one
AW APC
Park East, Ste 1000
CA 90067

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:

SONIC - WILLOW, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2505 87

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1481

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

UNITED STATES POSTAGE

PITNEY BOWLES
\$008.08
02 1P
0000888853 AUG 08 2021
MAILED FROM ZIP CODE 90067



CERTIFIED MAIL®



7020 1810 0000 4166 1481

SONIC - WILLOW, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

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

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

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 5.08

Sent To

SONIC - WILLOW, CORP.

Street and Apt. No. PO Box

1142 SAN MARCOS RD

City, State, ZIP+4®

PASO ROBLES CA 93446

Postmark
Here

Martinez v.
Sonic-Willow Corp.

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

See Reverse for Instructions

one
 AW APC
 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:

SONIC-CALDWELL AVE. CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2505 70

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1498

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt



CERTIFIED MAIL®



7020 1810 0000 4166 1498

SONIC-CALDWELL AVE. CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

**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

SONIC-CALDWELL AVE. CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

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

City, State, ZIP+4®

Postmark
Here

*Manriquez v.
Sonic-Caldwell Ave.
corp.*

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

See Reverse for Instructions

one
AW APC
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:

SONIC-HANFORD, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2505 63

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1504

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL



7020 1810 0000 4166 1504

SONIC-HANFORD, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

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

SONIC-HANFORD, CORP.

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

1142 SAN MARCOS RD

City, State, ZIP+4®

PASO ROBLES CA 93446

Postmark
HereManriquez V.
Sonic Hanford
corp.

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

See Reverse for Instructions.

one
AW APC

Park East, Ste 1000
CA 90067

one
AW APC
Park East, Ste 1000
CA 90067

CERTIFIED MAIL
7020 1810 0000 4166 1511

UNITED STATES POSTAGE
PITNEY BOWES
02 1P \$008.08
0000686553 AUG 06 2011
MAILED FROM ZIP CODE 90067



SONIC-HERNDON, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON 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.		A. Signature X ☐ Agent ☐ Addressee	
1. Article Addressed to: SONIC-HERNDON, CORP. 1142 SAN MARCOS RD PASO ROBLES CA 93446		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label) 7020 1810 0000 4166 1511		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

7020 1810 0000 4166 1511

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

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

OFFICIAL USE

Certified Mail Fee \$ 3.60	Postmark Here Mariquae V. Sonic-Herndon Corp.
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 SONIC-HERNDON, CORP. 1142 SAN MARCOS RD PASO ROBLES CA 93446	
Street and Apt. No., or PO Box No. City, State, ZIP+4®	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7020 1810 0000 4166 1528

one
AW APC
Park East, Ste 1000
CA 90067

SONIC-KINGSBURG, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



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:

SONIC-KINGSBURG, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2505 49

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1528

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

SONIC-KINGSBURG, CORP.

Street and Apt. No. 1142 SAN MARCOS RD

City, State, ZIP+4® PASO ROBLES CA 93446

Postmark
Here

Manriquez V.
SONIC-Kingsburg Corp

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:

SONIC-MING, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2505 32

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1535

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt



CERTIFIED MAIL



7020 1810 0000 4166 1535

SONIC-MING, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

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

SONIC-MING, CORP.

Street and Apt. No.

1142 SAN MARCOS RD

City, State, ZIP+4

PASO ROBLES CA 93446

Postmark
Here

Martinez V.
Sonic-Ming, Corp.

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

See Reverse for Instructions

one
 AW APC
 y Park East, Ste 1000
 CA 90067

CERTIFIED MAIL



7020 1810 0000 4166 1542

one
AW APC
Park East, Ste 1000
CA 90067



SONIC-MONTE VISTA AVE., CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON 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.		A. Signature ☐ Agent ☐ Addressee X	
1. Article Addressed to: SONIC-MONTE VISTA AVE., CORP. 1142 SAN MARCOS RD PASO ROBLES CA 93446		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label) 7020 1810 0000 4166 1542		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

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

Domestic Return Receipt

7020 1810 0000 4166 1542

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	
SONIC-MONTE VISTA AVE., CORP.	

Street and Apt. No.	
1142 SAN MARCOS RD	

City, State, ZIP+4®	
PASO ROBLES CA 93446	

Postmark
Here

Mariquiza V.
SONIC-MONTE VISTA
AVE. CORP.



7020 1810 0000 4166 1559

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



SONIC-NILES, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

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:

SONIC-NILES, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2505 18

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1559

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

SONIC-NILES, CORP.

Sent To

1142 SAN MARCOS RD

Street and Apt. No.

PASO ROBLES CA 93446

City, State, ZIP+4®

Postmark
Here

Munizquez V.
sonic-niles, corp

7020 1810 0000 4166 1559

CERTIFIED MAIL®



7020 1810 0000 4166 1566

one
AW APC
Park East, Ste 1000
CA 90067



UNITED STATES POSTAGE
02 1P
\$008.08
PITNEY BOWES
0000666553 AUG 06 2021
MAILED FROM ZIP CODE 90067

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

SONIC-RIPON, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2505 01

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1566

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SONIC-RIPON, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

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

\$ 1.60

Total Postage and Fees

\$ 8.08

Sent To

SONIC-RIPON, CORP.

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

1142 SAN MARCOS RD

City, State, ZIP+4®

PASO ROBLES CA 93446

Postmark
Here

Manriquez v.
SONIC-RIPON, CORP.

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

See Reverse for Instructions

7020 1810 0000 4166 1566

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:

SONIC-SHAFTER, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2504 95

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1597

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

UNITED STATES POSTAGE
 PITNEY BOWES
 \$008.08
 02 IP
 0000666553 AUG 06 2021
 MAILED FROM ZIP CODE 90067



7020 1810 0000 4166 1597

SONIC-SHAFTER, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

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

\$ 7.67

Total Postage and Fees

\$ 8.05

Sent To

SONIC-SHAFTER, CORP.

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

1142 SAN MARCOS RD

City, State, ZIP+4®

PASO ROBLES CA 93446

Postmark
Here

Martinez V.
 Sonics Shafter corp.

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

See Reverse for Instructions

one
 AW APC
 Park East, Ste 1000
 CA 90067

CERTIFIED MAIL

CERTIFIED MAIL



7020 1810 0000 4166 1580

one
AW APC
/ Park East, Ste 1000
CA 90067



SONIC-TAFT HWY., CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

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:

SONIC-TAFT HWY., CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2504 88

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1580

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

SONIC-TAFT HWY., CORP.

Street and Apt. No., or PO Box No.
1142 SAN MARCOS RD

PASO ROBLES CA 93446

City, State, ZIP+4®

Postmark
Here

Manriquez V.
SONIC-TAFT HWY.
CORP.

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

See Reverse for Instructions

7020 1810 0000 4166 1580

CERTIFIED MAIL®



7020 1810 0000 4166 1573

one
AW APC
Park East, Ste 1000
CA 90067



UNITED STATES POSTAGE
02 1P
\$008.08
PITNEY BOWES
0000666553 AUG 06 2021
MAILED FROM ZIP CODE 90067

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

SONIC-TEHACHAPI, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2504 71

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1573

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

SONIC-TEHACHAPI, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

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

SONIC-TEHACHAPI, CORP.

1142 SAN MARCOS RD

PASO ROBLES CA 93446

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

City, State, ZIP+4®

Postmark
Here

Martinez V.
Sonic Tehachapi,
Corp.

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

See Reverse for Instructions

7020 1810 0000 4166 1573

UNITED STATES POSTAGE
02 1P \$008.08
PITNEY BOWES
0000666553 AUG 08 2021
MAILED FROM ZIP CODE 90067



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

SONIC-TULARE, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2504 64

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1603

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL



7020 1810 0000 4166 1603

SONIC-TULARE, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

**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

SONIC-TULARE, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

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

City, State, ZIP+4®

Postmark
Here

Martinez v.
Sonic-Tulare, Corp.

one
AW APC
Park East, Ste 1000
CA 90067

CERTIFIED MAIL



7020 1810 0000 4166 1610



one
AW APC
Park East, Ste 1000
CA 90067

SONIC-TURLOCK, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

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:

SONIC-TURLOCK, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2504 57

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1610

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

SONIC-TURLOCK, CORP.

Street and Apt. No., Box or PO Box

1142 SAN MARCOS RD

City, State, ZIP+4®

PASO ROBLES CA 93446

Postmark
Here

Manriquez
Sonic-Turlock Corp.

7020 1810 0000 4166 1610

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:

SONIC-VISALIA CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2504 40

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1627

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt



CERTIFIED MAIL®



7020 1810 0000 4166 1627

SONIC-VISALIA CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446

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

SONIC-VISALIA CORP.

1142 SAN MARCOS RD

PASO ROBLES CA 93446

Postmark
Here

Manriquez V.
Sonic Visalia Corp.

7020 1810 0000 4166 1627

one
AW APC
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:

SONIC - ROSEDALE HWY., CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2506 17

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1443

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

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:

SONIC - OLIVE DRIVE, CORP.
1142 SAN MARCOS RD
PASO ROBLES CA 93446



9590 9402 1512 5362 2506 24

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1450

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On **November 9, 2021**, I served the document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Scott A. McMillan
1142 San Marcos Road
Paso Robles, CA 93446

Registered Agent for Defendants
SONIC - W. SHAW, CORP.; SONIC - 23RD STREET, CORP.; SONIC - ASHE ROAD, CORP.; SONIC - BLACKSTONE, CORP.; SONIC - DELANO, CORP.; SONIC - OLIVE DRIVE, CORP.; SONIC - ROSEDALE HWY., CORP.; SONIC - STOCKDALE HWY., CORP.; SONIC - WHITE LANE, CORP.; SONIC - WILLOW, CORP.; SONIC-CALDWELL AVE. CORP.; SONIC-HANFORD, CORP.; SONIC-HERNDON, CORP.; SONIC-KINGSBURG, CORP.; SONIC-MING AVE., CORP.; SONIC-MONTE VISTA, CORP.; SONIC-NILES, CORP.; SONIC-RIPON, CORP.; SONIC-SHAFTER, CORP.; SONIC-TAFT HWY., CORP.; SONIC-TEHACHAPI, CORP.; SONIC-TULARE, CORP.; SONIC-TURLOCK CORP.; and SONIC-VISALIA CORP.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY PERSONAL SERVICE:** I caused the document(s) to be delivered by hand to the individual(s) listed above, at the address listed above, via messenger service (Prolegal).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **November 9, 2021**, at Los Angeles, California.

Xochitl Tapia
Type or Print Name


Signature