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**ELECTRONICALLY
FILED**

2/14/2022

K. BIEKER, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA - MARTINEZ
A.Stewart, DEPUTY CLERK

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

VANESSA DORANTEZ GALICIA,
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.

M. SAN RAMON, INC., a California
corporation; BAY AREA RESTAURANT
MANAGEMENT CORP., a California
corporation; M PLEASANT HILL II, INC.,
a California corporation; M. ALCOSTA,
INC., a California corporation; M.
ASHLAND, INC., a California corporation;
M. BERNAL, INC., a California
corporation; M. CENTRAL INC., a
California corporation; M. CONTRA
COSTA, INC., a California corporation; M.
DANVILLE, INC., a California
corporation; M. DISCOVERY BAY, INC.,
a California corporation; M.
GREENHOUSE, INC., a California
corporation; M. HESPERIAN, INC., a
California corporation; M. LONETREE,
INC., a California corporation; M.
MARTINEZ, INC., a California
corporation; M. MISSION, INC., a
California corporation; M. MONUMENT,

Case No.: MSC21-01638

**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 §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A) (Failure to

INC., a California corporation; M. OAKLEY, INC., a California corporation; M. PLEASANTON, INC., a California corporation; M. SAN LEANDRO, INC., a California Corporation; M. SHORELINE INC., a California corporation; M. STONERIDGE MALL, INC., a California corporation; M. TENNYSON, INC., a California corporation; M. WATKINS INC., a California corporation; M. DEER VALLEY, INC., a California corporation; M. SUN VALLEY, INC., a California corporation; MAC-D DUBLIN, a California corporation; MACD-ANTIOCH, INC., a California corporation; MACD-CONCORD, a California corporation; MACD-CORDELLIA JCT., INC., a California corporation; MACD-PITTSBURG, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

- Provide Reporting Time Pay);
- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
 - (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 Vanessa Dorantez Galicia, individually and on behalf of all other members of
2 the public similarly situated and as an aggrieved employee and on behalf of all other
3 aggrieved employees, alleges as follows:

4 JURISDICTION AND VENUE

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

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

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

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

10 **THE PARTIES**

11 4. Plaintiff Vanessa Dorantez Galicia is a resident of Livermore, in Alameda
12 County, California. Defendants employed Plaintiff as an hourly paid, non-exempt Crew
13 Member from approximately July 2020 to August 2020. Plaintiff worked for Defendants at
14 their McDonald's restaurant located at 2481 San Ramon Valley Road, in San Ramon,
15 California. During her employment, Plaintiff typically worked eight (8) hours per day and
16 five (5) days per week. Plaintiff's primary job duties included, without limitation, cooking
17 and preparing food, stocking supplies, and cleaning and maintaining the kitchen area.

18 5. M. SAN RAMON, INC. was and is, upon information and belief, a California
19 corporation, and at all times hereinafter mentioned, an employer whose employees are
20 engaged throughout this county and the State of California.

21 6. BAY AREA RESTAURANT MANAGEMENT CORP. was and is, upon
22 information and belief, a California corporation, and at all times hereinafter mentioned, an
23 employer whose employees are engaged throughout this county and the State of California.

24 7. M PLEASANT HILL II, INC. was and is, upon information and belief, a
25 California corporation, and at all times hereinafter mentioned, an employer whose employees
26 are engaged throughout this county and the State of California.

27 8. M. ALCOSTA, INC. was and is, upon information and belief, a California
28 corporation, and at all times hereinafter mentioned, an employer whose employees are

1 engaged throughout this county and the State of California.

2 9. M. ASHLAND, INC. was and is, upon information and belief, a California
3 corporation, and at all times hereinafter mentioned, an employer whose employees are
4 engaged throughout this county and the State of California.

5 10. M. BERNAL, INC. was and is, upon information and belief, a California
6 corporation, and at all times hereinafter mentioned, an employer whose employees are
7 engaged throughout this county and the State of California.

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

11 12. M. CONTRA COSTA, INC. was and is, upon information and belief, a
12 California corporation, and at all times hereinafter mentioned, an employer whose employees
13 are engaged throughout this county and the State of California.

14 13. M. DANVILLE, INC. was and is, upon information and belief, a California
15 corporation, and at all times hereinafter mentioned, an employer whose employees are
16 engaged throughout this county and the State of California.

17 14. M. DISCOVERY BAY, INC. was and is, upon information and belief, a
18 California corporation, and at all times hereinafter mentioned, an employer whose employees
19 are engaged throughout this county and the State of California.

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

23 16. M. HESPERIAN, INC. was and is, upon information and belief, a California
24 corporation, and at all times hereinafter mentioned, an employer whose employees are
25 engaged throughout this county and the State of California.

26 17. M. LONETREE, INC. was and is, upon information and belief, a California
27 corporation, and at all times hereinafter mentioned, an employer whose employees are
28 engaged throughout this county and the State of California.

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

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

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

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

13 22. M. PLEASANTON, INC. was and is, upon information and belief, a California
14 corporation, and at all times hereinafter mentioned, an employer whose employees are
15 engaged throughout this county and the State of California.

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

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

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

25 26. M. TENNYSON, INC. was and is, upon information and belief, a California
26 corporation, and at all times hereinafter mentioned, an employer whose employees are
27 engaged throughout this county and the State of California.

28 27. M. WATKINS INC. was and is, upon information and belief, a California

1 corporation, and at all times hereinafter mentioned, an employer whose employees are
2 engaged throughout this county and the State of California.

3 28. M.DEER VALLEY, INC., CORP. was and is, upon information and belief, a
4 California corporation, and at all times hereinafter mentioned, an employer whose employees
5 are engaged throughout this county and the State of California.

6 29. M.SUN VALLEY, INC. was and is, upon information and belief, a California
7 corporation, and at all times hereinafter mentioned, an employer whose employees are
8 engaged throughout this county and the State of California.

9 30. MAC-D DUBLIN was and is, upon information and belief, a California
10 corporation, and at all times hereinafter mentioned, an employer whose employees are
11 engaged throughout this county and the State of California.

12 31. MACD-ANTIOCH, INC. was and is, upon information and belief, a California
13 corporation, and at all times hereinafter mentioned, an employer whose employees are
14 engaged throughout this county and the State of California.

15 32. MACD-CONCORD was and is, upon information and belief, a California
16 corporation, and at all times hereinafter mentioned, an employer whose employees are
17 engaged throughout this county and the State of California.

18 33. MACD-CORDELLIA JCT., INC. was and is, upon information and belief, a
19 California corporation, and at all times hereinafter mentioned, an employer whose employees
20 are engaged throughout this county and the State of California.

21 34. MACD-PITTSBURG was and is, upon information and belief, a California
22 corporation, and at all times hereinafter mentioned, an employer whose employees are
23 engaged throughout this county and the State of California.

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

28 36. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10

1 were the partners, agents, owners, or managers of M. SAN RAMON, INC.; BAY AREA
2 RESTAURANT MANAGEMENT CORP.; M PLEASANT HILL II, INC.; M. ALCOSTA,
3 INC.; M. ASHLAND, INC.; M. BERNAL, INC.; M. CENTRAL INC.; M. CONTRA
4 COSTA, INC.; M. DANVILLE, INC.; M. DISCOVERY BAY, INC.; M. GREENHOUSE,
5 INC.; M. HESPERIAN, INC.; M. LONETREE, INC.; M. MARTINEZ, INC.; M. MISSION,
6 INC.; M. MONUMENT, INC.; M. OAKLEY, INC.; M. PLEASANTON, INC.; M. SAN
7 LEANDRO, INC.; M. SHORELINE INC.; M. STONERIDGE MALL, INC.; M.
8 TENNYSON, INC.; M. WATKINS INC.; M.DEER VALLEY, INC.; M.SUN VALLEY,
9 INC.; MAC-D DUBLIN; MACD-ANTIOCH, INC.; MACD-CONCORD; MACD-
10 CORDELLIA JCT., INC.; and/or MACD-PITTSBURG, at all relevant times.

11 37. Plaintiff is informed and believes, and thereon alleges, that each and all of the
12 acts and omissions alleged herein was performed by, or is attributable to, M. SAN RAMON,
13 INC.; BAY AREA RESTAURANT MANAGEMENT CORP.; M PLEASANT HILL II, INC.;
14 M. ALCOSTA, INC.; M. ASHLAND, INC.; M. BERNAL, INC.; M. CENTRAL INC.; M.
15 CONTRA COSTA, INC.; M. DANVILLE, INC.; M. DISCOVERY BAY, INC.; M.
16 GREENHOUSE, INC.; M. HESPERIAN, INC.; M. LONETREE, INC.; M. MARTINEZ,
17 INC.; M. MISSION, INC.; M. MONUMENT, INC.; M. OAKLEY, INC.; M. PLEASANTON,
18 INC.; M. SAN LEANDRO, INC.; M. SHORELINE INC.; M. STONERIDGE MALL, INC.;
19 M. TENNYSON, INC.; M. WATKINS INC.; M.DEER VALLEY, INC.; M.SUN VALLEY,
20 INC.; MAC-D DUBLIN; MACD-ANTIOCH, INC.; MACD-CONCORD; MACD-
21 CORDELLIA JCT., INC.; MACD-PITTSBURG; and/or DOES 1 through 10 (collectively,
22 “Defendants” or “MCDONALD’S”), each acting as the agent, employee, alter ego, and/or
23 joint venturer of, or working in concert with, each of the other co-Defendants and was acting
24 within the course and scope of such agency, employment, joint venture, or concerted activity
25 with legal authority to act on the others’ behalf. The acts of any and all Defendants were in
26 accordance with, and represent, the official policy of Defendants.

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

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

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

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

16 41. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
17 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
18 members because Defendants have:

- 19 (a) jointly exercised meaningful control over the work performed by
20 Plaintiff and class members;
- 21 (b) jointly exercised meaningful control over Plaintiff’s and class members’
22 wages, hours, and working conditions, including the quantity, quality
23 standards, speed, scheduling, and operative details of the tasks
24 performed by Plaintiff and class members;
- 25 (c) jointly required that Plaintiff and class members perform work which is
26 an integral part of Defendants’ businesses; and
- 27 (d) jointly exercised control over Plaintiff and class members as a matter of
28 economic reality in that Plaintiff and class members were dependent on

1 Defendants, who shared the power to set the wages of Plaintiff and class
2 members and determined their working conditions, and who jointly
3 reaped the benefits from the underpayment of their wages and
4 noncompliance with other statutory provisions governing their
5 employment.

6 42. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
7 there has existed a unity of interest and ownership between Defendants such that any
8 individuality and separateness between the entities has ceased.

9 43. M. SAN RAMON, INC.; BAY AREA RESTAURANT MANAGEMENT
10 CORP.; M PLEASANT HILL II, INC.; M. ALCOSTA, INC.; M. ASHLAND, INC.; M.
11 BERNAL, INC.; M. CENTRAL INC.; M. CONTRA COSTA, INC.; M. DANVILLE, INC.;
12 M. DISCOVERY BAY, INC.; M. GREENHOUSE, INC.; M. HESPERIAN, INC.; M.
13 LONETREE, INC.; M. MARTINEZ, INC.; M. MISSION, INC.; M. MONUMENT, INC.; M.
14 OAKLEY, INC.; M. PLEASANTON, INC.; M. SAN LEANDRO, INC.; M. SHORELINE
15 INC.; M. STONERIDGE MALL, INC.; M. TENNYSON, INC.; M. WATKINS INC.;
16 M.DEER VALLEY, INC.; M.SUN VALLEY, INC.; MAC-D DUBLIN; MACD-ANTIOCH,
17 INC.; MACD-CONCORD; MACD-CORDELLIA JCT., INC.; MACD-PITTSBURG; and/or
18 DOES 1 through 10 are therefore alter egos of each other.

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

22 45. Plaintiff further alleges, upon information and belief, that Defendants M. SAN
23 RAMON, INC.; BAY AREA RESTAURANT MANAGEMENT CORP.; M PLEASANT
24 HILL II, INC.; M. ALCOSTA, INC.; M. ASHLAND, INC.; M. BERNAL, INC.; M.
25 CENTRAL INC.; M. CONTRA COSTA, INC.; M. DANVILLE, INC.; M. DISCOVERY
26 BAY, INC.; M. GREENHOUSE, INC.; M. HESPERIAN, INC.; M. LONETREE, INC.; M.
27 MARTINEZ, INC.; M. MISSION, INC.; M. MONUMENT, INC.; M. OAKLEY, INC.; M.
28 PLEASANTON, INC.; M. SAN LEANDRO, INC.; M. SHORELINE INC.; M.

1 STONERIDGE MALL, INC.; M. TENNYSON, INC.; M. WATKINS INC.; M.DEER
2 VALLEY, INC.; M.SUN VALLEY, INC.; MAC-D DUBLIN; MACD-ANTIOCH, INC.;
3 MACD-CONCORD; MACD-CORDELLIA JCT., INC.; and/or MACD-PITTSBURG, are
4 alter egos of each other for the following reasons:

5 (a) On the California Secretary of State's website
6 (<https://businesssearch.sos.ca.gov/>), M. SAN RAMON, INC.; BAY
7 AREA RESTAURANT MANAGEMENT CORP.; M PLEASANT
8 HILL II, INC.; M. ALCOSTA, INC.; M. ASHLAND, INC.; M.
9 BERNAL, INC.; M. CENTRAL INC.; M. CONTRA COSTA, INC.; M.
10 DANVILLE, INC.; M. DISCOVERY BAY, INC.; M. GREENHOUSE,
11 INC.; M. HESPERIAN, INC.; M. LONETREE, INC.; M. MARTINEZ,
12 INC.; M. MISSION, INC.; M. MONUMENT, INC.; M. OAKLEY,
13 INC.; M. PLEASANTON, INC.; M. SAN LEANDRO, INC.; M.
14 SHORELINE INC.; M. STONERIDGE MALL, INC.; M. TENNYSON,
15 INC.; M. WATKINS INC.; M.DEER VALLEY, INC.; M.SUN
16 VALLEY, INC.; MAC-D DUBLIN; MACD-ANTIOCH, INC.; MACD-
17 CONCORD; MACD-CORDELLIA JCT., INC.; and/or MACD-
18 PITTSBURG, share the same entity address and mailing address, "2268
19 CAMINO RAMON, SAN RAMON, CA 94583;"

20 (b) According to their most recent "Statement of Information" forms filed
21 with the California Secretary of State, M. SAN RAMON, INC.; M
22 PLEASANT HILL II, INC.; M. ASHLAND, INC.; M. CENTRAL
23 INC.; M. DANVILLE, INC.; M. DISCOVERY BAY, INC.; M.
24 GREENHOUSE, INC.; M. HESPERIAN, INC.; M. MISSION, INC.; M.
25 SAN LEANDRO, INC.; M. SHORELINE INC.; M. TENNYSON,
26 INC.; and/or M. WATKINS INC., share the same directors, managers,
27 partners, and/or officers, including, but not limited to:

28 i. Howard Goldblatt, who serves as Chief Executive Officer and

1 Director for M. SAN RAMON, INC.; Chief Financial Officer
2 and Director for M PLEASANT HILL II, INC.; President for M.
3 DANVILLE, INC.; and Vice President and Director for M.
4 GREENHOUSE, INC.; M. HESPERIAN, INC.; and M.
5 TENNYSON, INC.;

6 ii. Phyllis Goldblatt, who serves as Secretary for M. SAN RAMON,
7 INC. and M. DANVILLE, INC.; Director for M PLEASANT
8 HILL II, INC.; Chief Executive Officer and Director for M.
9 CENTRAL INC.; and Secretary and Director for M.
10 GREENHOUSE, INC.; M. HERSPERIAN, INC.; and M.
11 TENNYSON, INC.;

12 iii. Brad[ley] Goldblatt, who serves as Chief Financial Officer and
13 Director for M. SAN RAMON, INC. and M. GREENHOUSE,
14 INC.; Secretary, Chief Financial Officer, and Director for M.
15 ASHLAND, INC.; M. CENTRAL INC.; M. MISSION, INC.; M.
16 SAN LEANDRO, INC.; and M. WATKINS INC.; Chief
17 Executive Officer, Chief Financial Officer, and Director for M.
18 DISCOVERY BAY, INC. and M. TENNYSON, INC.; and Chief
19 Executive Officer and Director for M. HESPERIAN, INC. and
20 M. SHORELINE, INC.;

21 iv. Jason Goldblatt, who serves as Chief Executive Officer,
22 Secretary, and Director for M PLEASANT HILL II, INC.; Chief
23 Executive Officer and Director for M. ASHLAND, INC.; M.
24 GREENHOUSE, INC.; M. MISSION, INC.; M. SAN
25 LEANDRO, INC.; and M. WATKINS INC.; Secretary and
26 Director of M. DISCOVERY BAY, INC.; Chief Financial
27 Officer and Vice-President of M. HESPERIAN, INC.; Secretary,
28 Chief Financial Officer, and Director of M. SHORELINE, INC.;

and Vice President and Director for M. TENNYSON, INC.;

(c) According to their most recent “Statement of Information” forms filed with the California Secretary of State, M. ALCOSTA, INC.; M. BERNAL, INC.; M. CONTRA COSTA, INC.; M. DANVILLE, INC.; M. LONETREE, INC.; M. MARTINEZ, INC.; M. MONUMENT, INC.; M. PLEASANTON, INC.; M. STONERIDGE MALL, INC.; M. DEER VALLEY, INC.; M. SUN VALLEY, INC.; MAC-D DUBLIN; MACD-CONCORD; and MACD-CORDELLIA JCT., INC., share the same agent for service of process, including, but not limited to, Howard Goldblatt.

(d) According to their most recent “Statement of Information” forms filed with the California Secretary of State, M. SAN RAMON, INC.; M. ASHLAND, INC.; M. CENTRAL INC.; M. DISCOVERY BAY, INC.; M. HESPERIAN, INC.; M. OAKLEY, INC.; M. SAN LEANDRO, INC.; M. SHORELINE, INC.; M. TENNYSON, INC.; MACD-ANTIOCH, INC.; and MACD-PITTSBURG, share the same agent for service of process, including, but not limited to, Bradley Goldblatt.

(e) According to their most recent “Statement of Information” forms filed with the California Secretary of State, BAY AREA RESTAURANT MANAGEMENT CORP; M PLEASANT HILL II, INC.; M. GREENHOUSE, INC.; M. MISSION, INC.; and M. WATKINS INC., share the same agent for service of process, including, but not limited to, Jason Goldblatt.

(f) On information and belief, M. SAN RAMON, INC.; BAY AREA RESTAURANT MANAGEMENT CORP.; M PLEASANT HILL II, INC.; M. ALCOSTA, INC.; M. ASHLAND, INC.; M. BERNAL, INC.; M. CENTRAL INC.; M. CONTRA COSTA, INC.; M. DANVILLE, INC.; M. DISCOVERY BAY, INC.; M. GREENHOUSE, INC.; M.

1 HESPERIAN, INC.; M. LONETREE, INC.; M. MARTINEZ, INC.; M.
2 MISSION, INC.; M. MONUMENT, INC.; M. OAKLEY, INC.; M.
3 PLEASANTON, INC.; M. SAN LEANDRO, INC.; M. SHORELINE
4 INC.; M. STONERIDGE MALL, INC.; M. TENNYSON, INC.; M.
5 WATKINS INC.; M.DEER VALLEY, INC.; M.SUN VALLEY, INC.;
6 MAC-D DUBLIN; MACD-ANTIOCH, INC.; MACD-CONCORD;
7 MACD-CORDELLIA JCT., INC.; and MACD-PITTSBURG, utilize the
8 same standardized employment forms and issue the same employment
9 policies.

10 **GENERAL ALLEGATIONS**

11 46. Defendants own and operate approximately 40 McDonald's restaurant franchise
12 locations in California. Upon information and belief, Defendants maintain a single,
13 centralized Human Resources ("HR") department at their company headquarters in San
14 Ramon, California, which is responsible for the recruiting and hiring of new employees, and
15 communicating and implementing Defendants' company-wide policies, including timekeeping
16 policies and meal and rest period policies, to employees throughout California.

17 47. In particular, Plaintiff and class members, on information and belief, received
18 the same standardized documents and/or written policies. Upon information and belief, the
19 usage of standardized documents and/or written policies, including new-hire documents,
20 indicate that Defendants dictated policies at the corporate level and implemented them
21 company-wide, regardless of their employees' assigned locations or positions. Upon
22 information and belief, Defendants set forth uniform policies and procedures in several
23 documents provided at an employee's time of hire.

24 48. Upon information and belief, Defendants maintain a centralized Payroll
25 department at their company headquarters in San Ramon, California, which processes payroll
26 for all non-exempt, hourly paid employees working for Defendants at their various locations
27 and jobsites in California, including Plaintiff and class members. Based upon information and
28 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid

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

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

6 50. 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
8 and advisors knowledgeable about California labor and wage law, employment and personnel
9 practices, and about the requirements of California law.

10 51. 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 52. 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 53. 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
19 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
20 and class members were not paid at least minimum wages for work done off-the-clock.

21 54. 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
23 accordance with the California Labor Code and applicable IWC Wage Order or payment of
24 one (1) additional hour of pay at their regular rates of pay when they were not provided with
25 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
26 were not provided with all meal periods or payment of one (1) additional hour of pay at their
27 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
28 period.

1 55. 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
3 accordance with the California Labor Code and applicable IWC Wage Order or payment of
4 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
5 permitted to take a compliant rest period. In violation of the California Labor Code, Plaintiff
6 and class members were not authorized and permitted to take compliant rest periods, nor did
7 Defendants provide Plaintiff and class members with payment of one (1) additional hour of
8 pay at their regular rates of pay when they were not authorized and permitted to take a
9 compliant rest period.

10 56. 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 complete and
12 accurate wage statements in accordance with California law. In violation of the California
13 Labor Code, Plaintiff and class members were not provided complete and accurate wage
14 statements.

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

19 58. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to timely payment of all
21 wages earned upon termination of employment. In violation of the California Labor Code,
22 Plaintiff and class members did not receive payment of all wages due, including, but not
23 limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting
24 time pay within permissible time periods.

25 59. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to timely payment of wages
27 during their employment. In violation of the California Labor Code, Plaintiff and class
28 members did not receive payment of all wages, including, but not limited to, overtime wages,

1 minimum wages, meal and rest period premiums, and/or reporting time pay within permissible
2 time periods.

3 60. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and/or class members were entitled to the payment of wages
5 by negotiable instruments or cash on demand, or— only with the express consent of the
6 employee—by direct deposit, or payroll debit card. In violation of the California Labor Code,
7 Defendants unlawfully paid Plaintiff and/or other class members via payroll debit card
8 without the express consent of these employees.

9 61. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and/or class members were entitled to the portion of wages
11 previously paid and subsequently unlawfully deducted by Defendants. In violation of the
12 California Labor Code, Defendants unlawfully deducted a portion of Plaintiff's and/or other
13 class members' wages.

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

19 63. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to receive all reporting time
21 pay when Defendants required Plaintiff and class members were required to report to work but
22 were put to work for less than half of their regular scheduled shift. In violation of the California
23 Labor Code, Plaintiff and class members were not paid all reporting time pay.

24 64. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to receive full
26 reimbursement for all business-related expenses and costs they incurred during the course and
27 scope of their employment and that they did not receive full reimbursement of applicable
28 business-related expenses and costs incurred.

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

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

11 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

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

- 27 (a) The aggrieved employee or representative shall give written notice by
28 online filing with the LWDA and by certified mail to the employer of

1 the specific provisions of the California Labor Code alleged to have
2 been violated, including the facts and theories to support the alleged
3 violation.

4 (b) An aggrieved employee's notice filed with the LWDA pursuant to
5 2699.3(a) and any employer response to that notice shall be
6 accompanied by a filing fee of seventy-five dollars (\$75).

7 (c) The LWDA shall notify the employer and the aggrieved employee or
8 representative by certified mail that it does not intend to investigate the
9 alleged violation ("LWDA's Notice") within sixty (60) calendar days of
10 the postmark date of the aggrieved employee's notice. Upon receipt of
11 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
12 (65) calendar days of the postmark date of the aggrieved employee's
13 notice, the aggrieved employee may commence a civil action pursuant
14 to California Labor Code section 2699 to recover civil penalties.

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

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

24 (b) An aggrieved employee's notice filed with the LWDA pursuant to
25 2699.3(c) and any employer response to that notice shall be
26 accompanied by a filing fee of seventy-five dollars (\$75).

27 (c) The employer may cure the alleged violation within thirty-three (33)
28 calendar days of the postmark date of the notice sent by the aggrieved

1 employee or representative. The employer shall give written notice
2 within that period of time by certified mail to the aggrieved employee or
3 representative and by online filing with the LWDA if the alleged
4 violation is cured, including a description of actions taken, and no civil
5 action pursuant to Section 2699 may commence. If the alleged violation
6 is not cured within the 33-day period, the aggrieved employee may
7 commence a civil action pursuant to Section 2699.

8 72. On August 6, 2021, Plaintiff provided written notice by online filing to the
9 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
10 Code alleged to have been violated, including facts and theories to support the alleged
11 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
12 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
13 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
14 Plaintiff PAGA Case Number LWDA-CM-840580-21. A true and correct copy of Plaintiff's
15 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1".

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

19 74. Thus, Plaintiff has satisfied the administrative prerequisites under California
20 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
21 violations of California Labor Code sections 201, 202, 204, 212, 213, 221, 223, 224, 226(a),
22 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

1 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
2 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
3 to any other civil or criminal penalty provided by law.”

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

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

10 78. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
11 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
12 private attorney general, seeks assessment and collection of civil penalties for himself, all
13 other aggrieved employees, and the State of California against Defendants for violations of
14 California Labor Code sections 201, 202, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 510,
15 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

16 **CLASS ACTION ALLEGATIONS**

17 79. Plaintiff brings this action on her own behalf, as well as on behalf of each and
18 all other persons similarly situated, and thus seeks class certification under California Code of
19 Civil Procedure section 382.

20 80. All claims alleged herein arise under California law for which Plaintiff seeks
21 relief authorized by California law.

22 81. Plaintiff’s proposed class consists of and is defined as follows:

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

25 82. Plaintiff’s proposed subclass consists of and is defined as follows:

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

1 83. Members of the Class and Subclass are referred to herein as “class members.”

2 84. Plaintiff reserves the right to redefine the Class and Subclass and to add
3 additional subclasses as appropriate based on further investigation, discovery, and specific
4 theories of liability.

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

- 7 (a) Whether Defendants required Plaintiff and class members to work over
8 eight (8) hours per day, over twelve (12) hours per day, or over forty
9 (40) hours per week and failed to pay all legally required overtime
10 compensation to Plaintiff and class members;
- 11 (b) Whether Defendants failed to pay Plaintiff and class members at least
12 minimum wages for all hours worked;
- 13 (c) Whether Defendants failed to provide Plaintiff and class members with
14 meal periods;
- 15 (d) Whether Defendants failed to authorize and permit Plaintiff and class
16 members to take rest periods;
- 17 (e) Whether Defendants provided Plaintiff and class members with
18 complete and accurate wage statements as required by California Labor
19 Code section 226(a);
- 20 (f) Whether Defendants maintained accurate payroll records as required by
21 California Labor Code section 1174(d);
- 22 (g) Whether Defendants failed to pay earned overtime wages, minimum
23 wages, meal and rest period premiums, and/or reporting time pay due to
24 Plaintiff and class members upon their discharge;
- 25 (h) Whether Defendants failed to timely pay overtime wages, minimum
26 wages, meal and rest period premiums, and/or reporting time pay to
27 Plaintiff and class members during their employment;
- 28 (i) Whether Defendants unlawfully paid wages to Plaintiff and/or class

- 1 members via payroll debit cards without properly obtaining consent;
- 2 (j) Whether Defendants unlawfully deducted wages from Plaintiff and/or
- 3 class members without properly obtaining consent;
- 4 (k) Whether Defendants secretly paid Plaintiff and/or class members wages
- 5 lower than required by statute while purporting to pay legal wages;
- 6 (l) Whether Defendants required Plaintiff and class members to report to
- 7 work, but failed to provide them with work or provided them with less
- 8 than half their scheduled day's work, without properly compensating
- 9 them as required by California Code of Regulations, Title 8, section
- 10 11050, subsection 5;
- 11 (m) Whether Defendants failed to reimburse Plaintiff and class members for
- 12 necessary and required business-related expenditures and/or losses
- 13 incurred by them in the scope of their employment;
- 14 (n) Whether Defendants failed to provide written notice of information
- 15 material to Plaintiff's and class members' employment with Defendants;
- 16 (o) Whether Defendants engaged in unlawful and unfair business practices
- 17 in violation of California Business & Professions Code sections 17200,
- 18 *et seq.*; and
- 19 (p) The appropriate amount of damages, restitution, or monetary penalties
- 20 resulting from Defendants' violations of California law.

21 86. There is a well-defined community of interest in the litigation and the class

22 members are readily ascertainable:

- 23 (a) Numerosity: The class members are so numerous that joinder of all
- 24 members would be unfeasible and impractical. The membership of the
- 25 entire class is unknown to Plaintiff at this time; however, the class is
- 26 estimated to be greater than one hundred (100) individuals and the
- 27 identity of such membership is readily ascertainable by inspection of
- 28 Defendants' employment records.

- 1 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
2 protect the interests of each class member with whom she has a well-
3 defined community of interest, and Plaintiff's claims (or defenses, if
4 any) are typical of all class members as demonstrated herein.
- 5 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
6 protect the interests of each class member with whom she has a well-
7 defined community of interest and typicality of claims, as demonstrated
8 herein. Plaintiff acknowledges that she has an obligation to make
9 known to the Court any relationship, conflicts or differences with any
10 class member. Plaintiff's attorneys, the proposed class counsel, are
11 versed in the rules governing class action discovery, certification, and
12 settlement. Plaintiff has incurred, and throughout the duration of this
13 action, will continue to incur costs and attorneys' fees that have been,
14 are, and will be necessarily expended for the prosecution of this action
15 for the substantial benefit of each class member.
- 16 (d) Superiority: The nature of this action makes the use of class action
17 adjudication superior to other methods. A class action will achieve
18 economies of time, effort, and expense as compared with separate
19 lawsuits, and will avoid inconsistent outcomes because the same issues
20 can be adjudicated in the same manner and at the same time for the
21 entire class.
- 22 (e) Public Policy Considerations: Employers in the State of California
23 violate employment and labor laws every day. Current employees are
24 often afraid to assert their rights out of fear of direct or indirect
25 retaliation. Former employees are fearful of bringing actions because
26 they believe their former employers might damage their future
27 endeavors through negative references and/or other means. Class
28 actions provide the class members who are not named in the complaint

1 with a type of anonymity that allows for the vindication of their rights
2 while simultaneously protecting their privacy.

3 **FIRST CAUSE OF ACTION**

4 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**
5 **(Against all Defendants)**

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

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

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

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

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

27 92. California Labor Code section 510 codifies the right to overtime compensation
28 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)

1 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
2 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
3 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
4 in a day on the seventh (7th) day of work.

5 93. During the relevant time period, Defendants willfully failed to pay all overtime
6 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
7 class members were not paid overtime premiums for all of the hours they worked in excess of
8 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
9 hours in a week, because all hours worked were not recorded.

10 94. First, Defendants had a company-wide policy and/or practice of failing to
11 accurately record hours worked by their employees. During the relevant time period,
12 Defendants kept all restaurant doors locked due to indoor-dining restrictions, requiring
13 Plaintiff and class members to enter Defendants' restaurants only when other employees were
14 available to open the doors. For example, after reporting to work on time, Plaintiff and class
15 members were forced to wait up to 10 minutes before being able to enter the Defendants'
16 facilities and clock in because there was no one available to open the doors for them. As
17 another example, upon returning to the restaurant at the end of their unpaid meal periods,
18 Plaintiff and class members were forced to wait for up to five (5) minutes for another
19 employee to open the door for them to enter the premises and clock back in. As a result,
20 Plaintiff and class members were forced to work off-the-clock, but were not provided a means
21 by Defendants to account for this time. Thus, Defendants failed to track this time spent
22 working off-the-clock before their scheduled shifts and/or during meal periods, and Plaintiff
23 and class members received no compensation for this time they remained under Defendants'
24 control.

25 95. Additionally, during the relevant period, Defendants implemented, on a
26 company-wide basis, an employer-imposed requirement that Plaintiff and class members
27 undergo mandatory COVID-19 health screenings and temperature checks before clocking in
28 for their scheduled shifts. Prior to each shift, Plaintiff was required to spend up to two (2)

1 minutes per instance waiting and then undergoing the temperature check and health screening
2 at the restaurant entrance, before being permitted to clock in for her shift. Even though
3 Defendants required these health screenings, Defendants did not provide Plaintiff and class
4 members a mechanism to record this time worked so they could be compensated for the time
5 spent undergoing mandatory health screenings and temperature checks.

6 96. Second, Defendants had a company-wide loss prevention policy requiring
7 employees to undergo mandatory security checks by a managerial employee before leaving
8 the premises. As a result of Defendants' policy, Plaintiff and class members were required to
9 undergo security screenings after clocking out at the end of a shift prior to leaving the
10 premises. For example, after clocking out at the end of their shifts, Plaintiff and class
11 members were required to wait up to 10 minutes for a manager to check their persons and/or
12 belongings. Although Defendants' requirement that Plaintiff and class members undergo
13 security checks was mandatory, Defendants did not compensate them for the time it took them
14 to wait in line and undergo these screenings. Thus, Plaintiff and class members were not
15 compensated for the time spent waiting and undergoing security screenings while off-the-
16 clock.

17 97. Third, during the relevant period, Defendants had, and continue to have, a
18 company-wide policy and/or practice of requiring employees to complete work-related tasks
19 while off-the-clock. For example, Defendants required employees with food handling duties
20 to obtain California Food Handler Cards, which led to employees completing online food
21 safety training and testing from home before or after their shifts or on their off-days, but did
22 not compensate them for this time. For example, Plaintiff spent two (2) hours completing a
23 mandatory food safety training course, but was not paid by Defendants for this time.

24 98. Fourth, Defendants had, and continue to have, a company-wide policy and/or
25 practice of strictly staffing their restaurant locations based on the labor hours allocated by
26 corporate for each location. Defendants' uniform use of labor budgets, combined with heavy
27 workloads and pressure to meet a 60-second turnaround target for drive-thru customers,
28 resulted in chronic understaffing and a failure to provide Plaintiff and class members with

adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Defendants also had a practice of failing to schedule meal periods, which further caused Plaintiff and class members to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Plaintiff and class members 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.

99. Further, on information and belief, because Defendants frowned upon employees accruing meal period penalties, Defendants would adjust Plaintiff's and class members' time records and/or pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that Defendants would otherwise owe. Also, Defendants' company-wide timekeeping system further prevented Plaintiff and class members from recording all hours worked when their meal periods were shortened or interrupted, because the system prevented employees from clocking back in from a meal period until 30 minutes elapsed. Thus, Defendants' timekeeping system prevented Plaintiff and class members from recording all hours worked when meal periods were missed, short, and/or interrupted.

100. Defendants knew or should have known that, as a result of these company-wide practices and/or policies, Plaintiff and class members were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Plaintiff and class members 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, Plaintiff and class members were not paid overtime wages for all of the overtime hours they actually worked.

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

SECOND CAUSE OF ACTION
Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid
Minimum Wages
(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, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 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”).

104. As set forth above, due to Defendants’ company-wide policy and/or practice of not permitting employees to record all their hours worked, Defendants failed to record all hours worked by Plaintiff and class members that were outside of their scheduled shifts, such as waiting for entry into Defendants’ restaurants, submitting to off-the-clock health screenings and/or temperature checks, undergoing off-the-clock mandatory security checks, and completing and obtaining work-related certifications.

105. Additionally, as stated above, due to Defendants’ company-wide practices of understaffing restaurants pursuant to labor budgets, assignment of heavy workloads, pressure to meet performance metrics, failure to schedule meal periods, and subsequent lack of meal period coverage, Plaintiff and class members were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work during their meal periods, time for which they were not paid. Moreover, as stated, in order to prevent employees from accruing meal period penalties, Defendants’ management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, but required them to continue working. Also, as set forth above, Defendants systematically failed

1 to pay Plaintiff and class members for actual hours worked during unpaid meal periods,
2 because Defendants' timekeeping system locked out Plaintiff and class members for 30
3 minutes when they clocked out for a meal period.

4 106. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
5 and class members. To the extent that these off-the-clock hours did not qualify for overtime
6 premium payment, Defendants did not pay at least minimum wages for those hours worked
7 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
8 1198.

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

14 **THIRD CAUSE OF ACTION**

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

16 **Violations**

17 **(Against all Defendants)**

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

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

27 110. At all relevant times herein set forth, California Labor Code sections 226.7,
28 512(a), 516, and 1198 provide that no employer shall require an employee to work during any

1 meal period mandated by an applicable order of the IWC.

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

8 112. As stated above, Defendants had, and continue to have, company-wide policies
9 and/or practices of understaffing locations due to labor budgeting, which, combined with
10 heavy workloads, pressure to meet performance metrics, and a failure to schedule meal
11 periods, has resulted in a lack of meal period coverage and prevented Plaintiff and class
12 members from taking all timely, uninterrupted meal periods to which they were entitled. As a
13 result, Plaintiff and class members had to work through all or part of their meal periods, had
14 their meal periods interrupted, and/or had to wait extended periods of time before taking meal
15 periods. For example, approximately five (5) times per week, Plaintiff was required to take
16 her meal periods late after having worked in excess of five (5) hours or more into her shift in
17 order to meet the restaurant's customer demand.

18 113. Moreover, as stated, Defendants kept restaurant doors locked at all times,
19 including during meal periods, which required Plaintiff and class members to wait for other
20 employees to open the restaurant doors for them, resulting in shortened meal periods. For
21 example, during her meal periods, Plaintiff was regularly forced to wait for another employee
22 to open the door for her, cutting her 30-minute unpaid meal period five (5) minutes' short,
23 before being able to enter Defendants' facilities because there was no one available to open
24 the doors for her.

25 114. Furthermore, on information and belief, because Defendants frowned upon
26 employees accruing meal period penalties, Defendants' management would adjust Plaintiff's
27 and class members' time records and/or pressured employees to clock out for meal periods to
28 reflect compliant meal periods, regardless of whether they had received a compliant meal

1 period or not, in order to strictly limit meal penalties that would need to be paid by
2 Defendants. Additionally, as described above, Defendants implemented an electronic
3 timekeeping system that locked out Plaintiff and class members and prevented them from
4 clocking in early before the end of their 30-minute meal period. As a result of Defendants'
5 timekeeping system, Plaintiff and class members were prevented from accurately recording
6 meal period start and stop times on days when they had meal periods that were missed, cut
7 short, and/or interrupted. Plaintiff and class members did not sign valid meal period waivers
8 on days that they were entitled to meal periods and were not relieved of all duties.

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

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

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

26 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
27 require Plaintiff and class members to sign meal period waivers simultaneously at or near their
28 time of hire (as opposed to on a specific work day) renders them invalid and unenforceable,

1 because Defendants’ obligation to provide Plaintiff and class members with meal periods did
2 not arise until they had employed them for a full five (5) hours.

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

8 118. Furthermore, Defendants engaged in a company-wide practice and/or policy of
9 not paying all meal period premiums owed when compliant meal periods are not provided.
10 Because of this practice and/or policy, Plaintiff and class members have not received premium
11 pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide
12 Plaintiff and class members compliant meal periods in violation of California Labor Code
13 sections 226.7, 512(a), 516.

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

18 **FOURTH CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 20 **(Against all Defendants)**

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

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

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

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

4 123. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any rest period mandated by an applicable
6 order of the California IWC. To comply with its obligation to authorize and permit rest
7 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
8 employer must “relinquish any control over how employees spend their break time, and
9 relieve their employees of all duties—including the obligation that an employee remain on
10 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
11 *Inc.*, 2 Cal. 5th 257, 269-270 (2016). Pursuant to the applicable IWC Wage Order and
12 California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover
13 from Defendants one (1) additional hour of pay at their regular rates of pay for each work day
14 that a required rest period was not authorized and permitted.

15 124. Defendants regularly failed to authorize and permit Plaintiff and class members
16 to take a ten (10) minute rest period per each four (4) hour period worked or major fraction
17 thereof. As with meal periods, Defendants’ company-wide practices, including utilizing labor
18 budgets resulting in understaffing, and assigning heavy workloads and pressure to meet
19 performance metrics, prevented Plaintiff and class members from being relieved of all duty to
20 take their rest periods. Additionally, Defendants failed to schedule rest periods, which,
21 coupled with Defendants’ failure to provide adequate rest period coverage, further led to
22 Plaintiff and class members not being authorized and permitted to take compliant rest periods.

23 125. Furthermore, upon information and belief, Defendants maintained a company-
24 wide on-premises rest period policy, which mandated that Plaintiff and class members remain
25 on Defendants’ premises during their rest periods. Because Plaintiff and class members were
26 restricted from leaving the premises during rest periods, they were denied the ability to use
27 their rest periods freely for their own purposes, such as running personal errands. Thus,
28 Defendants effectively maintained control over Plaintiff and class members during rest

1 periods.

2 126. As a result of Defendants' practices and policies, Plaintiff and class members
3 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
4 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
5 Plaintiff missed at least two (2) rest periods due to customer demand and lack of coverage.

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

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

16 **FIFTH CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 18 **Statements and Failure to Maintain Accurate Payroll Records** 19 **(Against all Defendants)**

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

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

27 131. At all relevant times, Defendants have knowingly and intentionally provided
28 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.

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

6 132. Because Defendants did not record the time Plaintiff and Subclass members
7 spent working off the clock and deducted time from their records for meal periods that were
8 interrupted and/or missed (and therefore time for which they should have been paid),
9 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff
10 and Subclass members in compliance with section 226(a)(1) and 226(a)(5). For the same
11 reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and
12 Subclass members in violation of section 226(a)(2), and failed to list the applicable hourly
13 rates of pay in effect during the pay period and corresponding accurate number of work hours
14 worked at each hourly rate in violation of section 226(a)(9).

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

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

1 establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d),
2 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
3 members showing the daily hours they worked and the wages paid thereto as a result of failing
4 to record the off-the-clock hours that they worked.

5 135. California Labor Code section 1198 provides that the maximum hours of work
6 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
7 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
8 employment of any employees for longer hours than those fixed by the order or under
9 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
10 Wage Order, employers are required to keep accurate time records showing when the
11 employee begins and ends each work period and meal period. During the relevant time
12 period, Defendants failed, on a company-wide basis, to keep accurate records of work period
13 and meal period start and stop times for Plaintiff and Subclass members, in violation of
14 section 1198. Also, as stated, Defendants engaged in a company-wide practice and/or policy
15 of falsifying Plaintiff’s and Subclass members’ time records by recording that compliant meal
16 periods were taken regardless of if or when meal periods were actually taken, and thereby
17 failed to keep accurate records of meal start and end times for Plaintiff and Subclass members.

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

22 **SIXTH CAUSE OF ACTION**

23 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 24 **Termination** 25 **(Against all Defendants)**

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

28 138. At all times relevant herein set forth, Labor Code sections 201 and 202 provide

1 that if an employer discharges an employee, the wages earned and unpaid at the time of
2 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
3 her employment, his or her wages shall become due and payable not later than seventy-two
4 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
5 his or her intention to quit, in which case the employee is entitled to his or her wages at the
6 time of quitting.

7 139. On information and belief, Defendants had a company-wide practice or policy
8 of paying departing employees their final wages on the next regular pay cycle, instead of
9 adhering to the time requirements set forth in Labor Code sections 201 and 202. For example,
10 Plaintiff resigned on August 10, 2020, however, Defendants did not provide Plaintiff her final
11 wages until over a week later on or about August 21, 2020. Thus, Defendants failed to pay
12 Plaintiff her final wages within seventy-two (72) hours from the time she resigned, in
13 violation of Labor Code section 202.

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

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

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1 **SEVENTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**

3 **Employment**

4 **(Against all Defendants)**

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

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

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

15 145. At all times relevant herein, Labor Code section 204 provides that all wages
16 earned by any person in any employment between the sixteenth (16th) and the last day,
17 inclusive, of any calendar month, other than those wages due upon termination of an
18 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
19 month.

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

26 147. During the relevant time period, Defendants willfully failed to pay Plaintiff and
27 class members all wages due including, but not limited to, overtime wages, minimum wages,
28 meal and rest period premiums, and/or reporting time pay, within the time periods specified

1 by California Labor Code section 204.

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

5 **EIGHTH CAUSE OF ACTION**

6 **Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section**
7 **11050 Subdivision 5(A)—Failure to Provide Reporting Time Pay**
8 **(Against all Defendants)**

9 149. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and very allegation set forth above.

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

17 151. The applicable IWC wage order, California Code of Regulations, Title 8,
18 section 11050(5)(A), provides that “[e]ach workday an employee is required to report for
19 work and does report, but is not put to work or is furnished less than half said employee’s
20 usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled
21 day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the
22 employee’s regular rate of pay, which shall not be less than the minimum wage.”

23 152. During the relevant time period, Defendants violated California Labor Code
24 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because
25 Defendants failed to pay Plaintiff and class members reporting time pay when they reported to
26 work for their scheduled shift but were put to work for less than half of the regularly
27 scheduled day’s work.

28 153. Defendants had a company-wide practice of sending Plaintiff and class

1 members home early from their shifts, including before they had worked at least half of their
2 regular shift, but would not pay Plaintiff and class members for half of their scheduled shift.
3 For example, Plaintiff would report to work for her scheduled shift, but would be sent home after
4 two (2) hours by Defendants' management because business was slow. Although Plaintiff and
5 class members would report to work based on the schedule that Defendants provided to them,
6 Defendants would send them home before they had worked at least half of their scheduled
7 shifts without giving them reporting time pay.

8 154. Accordingly, Plaintiff and class members were not properly compensated with
9 reporting time pay in violation of California Labor Code section 1198 and California Code of
10 Regulations, Title 8, section 11050(5)(A).

11 **NINTH CAUSE OF ACTION**

12 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 13 **(Against all Defendants)**

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

16 156. At all times herein set forth, California Labor Code section 2802 provides that
17 an employer must reimburse employees for all necessary expenditures and losses incurred by
18 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
19 to prevent employers from passing off their cost of doing business and operating expenses on
20 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
21 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen
22 tools or equipment are required by the employer or are necessary to the performance of a job,
23 such tools and equipment shall be provided and maintained by the employer, except that an
24 employee whose wages are at least two (2) times the minimum wage provided herein may be
25 required to provide and maintain hand tools and equipment customarily required by the trade
26 or craft."

27 157. First, during the relevant time period, Defendants required Plaintiff and class
28 members to wear uniforms bearing the McDonald's company logo, including uniform shirts

1 and/or hats. However, Defendants did not provide their employees with sufficient uniforms to
2 wear for their shifts throughout the week. For example, Defendants only provided Plaintiff
3 and class members with one (1) shirt and one (1) hat, despite being scheduled to work five (5)
4 or more days each week. Because Defendants failed to provide Plaintiff and class members
5 with an adequate number of uniform items in relation to their scheduled shifts and for the
6 tasks they were required to perform, Plaintiff and class members were forced to wash their
7 uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. For
8 example, due to the nature of restaurant work, Plaintiff's and class members' uniforms would
9 become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that they
10 were unable to mix these clothes in with other laundry. As a result, they had to wash their
11 uniform items separately from their other clothing items, thus incurring additional utility and
12 laundry expenses for the upkeep of their uniforms. Thus, Defendants failed to maintain the
13 uniforms they required Plaintiff and class members to wear during their shifts and forced them
14 to incur the cost of maintaining employee uniforms.

15 158. Second, Defendants, on a company-wide basis, required Plaintiff and class
16 members to obtain and pay for certain certifications, such as a California Food Handler Card,
17 that were required for their continued employment, as well as associated costs such as training
18 and/or examination fees. For example, Plaintiff complied with this requirement and spent
19 approximately \$15.00 to obtain a food handler's permit, but Defendants did not reimburse her
20 for the costs of obtaining the certification. Thus, Defendants failed to reimburse Plaintiff and
21 class members for the costs of obtaining these certifications, including training and/or
22 examination fees.

23 159. Defendants could have provided Plaintiff and class members with the actual
24 tools for use on the job, such as an adequate number of uniforms or access to laundering
25 services, or Defendants could have reimbursed employees for the costs of their certification
26 fees and laundering expenses or provided a uniform maintenance allowance. Instead,
27 Defendants passed these operating costs off onto Plaintiff and class members. At all relevant
28 times, Plaintiff did not earn at least two (2) times the minimum wage.

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

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

TENTH CAUSE OF ACTION

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

(Against all Defendants)

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

163. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and 2810.5.

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

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay and failure to properly calculate the overtime rates paid to other aggrieved employees, as alleged herein;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to

1 compensate Plaintiff and other aggrieved employees with at least
2 minimum wages for all hours worked, as alleged herein;

3 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
5 and other aggrieved employees with meal periods, as alleged herein;

6 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
7 applicable IWC Wage Order for Defendants' failure to authorize and
8 permit Plaintiff and other aggrieved employees to take rest periods, as
9 alleged herein;

10 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
11 IWC Wage Order for failure to provide accurate and complete wage
12 statements to Plaintiff and other aggrieved employees, as alleged herein;

13 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
14 IWC Wage Order for failure to maintain payroll records, as alleged
15 herein;

16 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
17 earned wages upon termination, as alleged herein;

18 (h) Violation of Labor Code section 204 for failure to pay all earned wages
19 during employment, as alleged herein;

20 (i) Violation of Labor Code sections 212 and 213 for unlawful direct
21 deposit and discount of wages, as set forth below;

22 (j) Violation of Labor Code sections 221 and 224 for unlawful deductions,
23 as set forth below;

24 (k) Violation of Labor Code section 223 for the secret payment of wages
25 lower than required by statute while purporting to pay legal wages, as
26 set forth below;

27 (l) Violation of Labor Code section 1198 and the applicable IWC Wage
28 Order for failure to pay reporting time pay, as alleged herein;

1 (m) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
2 and other aggrieved employees for all business expenses necessarily
3 incurred, as alleged herein;

4 (n) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
5 provide written notice of material terms of employment to Plaintiff and
6 other aggrieved employees, as alleged herein.

7 165. At all relevant times herein, California Labor Code section 212 prohibits
8 employers from issuing any instruments for the payment of wages unless such instruments are
9 negotiable and payable in cash on demand and without discount. At all relevant times herein,
10 California Labor Code section 213 permits employers to pay employees via direct deposit so
11 long as the employee authorizes payment via direct deposit. Under California law, employers
12 are also permitted to fulfill their wage payment obligations to employees by using payroll
13 debit cards, but only under certain circumstances. Employer use of payroll debit cards is
14 permitted only so long as the employee is given the choice as to whether to accept a payroll
15 debit card as a form of payment. *Johnson v. Sunrise Senior Living Management, Inc.*, No. 16
16 CV 00443 BRO RAOx, 2016 WL 8929249, *9 (C.D. Cal. May 5, 2016).

17 166. During the relevant time period, Defendants had an agreement with a payroll
18 service provider for the issuance of payroll cards to employees, including other aggrieved
19 employees, to discharge its wage payment obligations to its employees. Under Defendants'
20 payroll debit program, on information and belief, Defendants did not permit other aggrieved
21 employees to withdraw their entire wages in at least one transaction without incurring a fee.
22 Additionally, on information and belief, other aggrieved employees also encountered
23 approximately \$1.75 in ATM fees each time they utilized an ATM to withdraw funds from
24 their payroll debit card in addition to a multitude of other transaction fees that Defendants did
25 not disclose or properly inform other aggrieved employees of at the time of issuance of payroll
26 cards, including but not limited to: card replacement fees of approximately \$5.00-\$10.00;
27 inactivity fees of approximately \$5.00 per month; and out-of-network and international ATM
28 balance inquiry fees of approximately \$0.75-\$1.00, among other undisclosed fees.

1 Consequently, these undisclosed payroll debit card fees resulted in a discount in pay to other
2 aggrieved employees. In sum, Defendants' payroll debit card program presented a number of
3 obstacles and hurdles that combined, made it difficult for other aggrieved employees to access
4 their entire wages without discount and without delay. Defendants' company-wide payroll
5 debit card program denies aggrieved employees of easy access to the entirety of their wages,
6 thus, the program violates California Labor Code sections 212 and 213. Other aggrieved
7 employees are entitled to recover civil penalties pursuant to Labor Code sections 225.5 and/or
8 2699(a), (f), and (g).

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

14 168. During the relevant time period, Defendants unlawfully deducted a portion of
15 wages previously paid to other aggrieved employees in violation of California Labor Code
16 section 221. On information and belief, Defendants systematically, and on a company-wide
17 basis, provided other aggrieved employees with payroll debit cards as payment of their wages.
18 Under Defendants' payroll debit card program, other aggrieved employees were assessed
19 various fees in connection with their use of the payroll debit cards. For example, other
20 aggrieved employees were required to pay per-transaction fees, ATM fees, and/or other fees to
21 obtain and/or spend their earned and due wages. The fees charged to other aggrieved
22 employees resulted in a discount of their wages. Defendants' payroll debit card program,
23 which resulted in a discount of wages to employees, is tantamount to taking deductions from
24 other aggrieved employees' paychecks without their written authorization and therefore
25 constitutes an unlawful deduction of wages, in violation of Labor Code sections 221 and 224.
26 Other aggrieved employees are entitled to recover civil penalties pursuant to Labor Code
27 sections 225.5 and/or 2699(a), (f), and (g).

28 169. At all relevant times herein, California Labor Code section 223 makes it

1 unlawful for an employer to secretly pay wages lower than required by statute while
2 purporting to pay legal wages.

3 170. During the relevant time period, Defendants willfully and systematically issued
4 payroll debit cards to other aggrieved employees that discounted their wages by charging
5 various fees in connection with the use of the payroll debit cards. Defendants' payroll debit
6 card program resulted in the payment of less than statutorily required wages to other
7 aggrieved employees. In doing so, Defendants acted with the intent to deprive other
8 aggrieved employees of statutory wages, including, but not limited to, overtime wages and/or
9 minimum wages, to which they were entitled to under California law. Thus, Defendants paid
10 other aggrieved employees lower wages than those they were entitled to while purporting that
11 other aggrieved employees were properly paid. Defendants' failure to pay other aggrieved
12 employees the correct designated wage, while purporting to pay legal wages, is a violation of
13 California Labor Code section 223. Other aggrieved employees are entitled to recover civil
14 penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (g).

15 **ELEVENTH CAUSE OF ACTION**

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

17 **Unlawful Business Practices**

18 **(Against all Defendants)**

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

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

24 173. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
25 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
26 suffered injury in fact and has lost money as a result of Defendants' unlawful business
27 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
28 meaning of Code of Civil Procedure section 1021.5.

1 174. Defendants' activities, as alleged herein, are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business &
3 Professions Code sections 17200, *et seq.*

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

- 7 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
8 class members, to work overtime without paying them proper
9 compensation in violation of California Labor Code sections 510 and
10 1198, and the applicable IWC Wage Order, as alleged herein;
- 11 (b) Failing to pay at least minimum wage to Plaintiff and class members in
12 violation of California Labor Code sections 1182.12, 1194, 1197,
13 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
14 herein;
- 15 (c) Failing to provide uninterrupted meal periods to Plaintiff and class
16 members in violation of California Labor Code sections 226.7, 512(a),
17 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- 18 (d) Failing to authorize and permit Plaintiff and class members to take
19 uninterrupted rest periods in violation of California Labor Code sections
20 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged
21 herein;
- 22 (e) Failing to provide Plaintiff and class members with accurate wage
23 statements and failing to maintain accurate payroll records in violation
24 of California Labor Code sections 226(a), 1174(d), and 1198, and the
25 applicable IWC Wage Order, as alleged herein;
- 26 (f) Failing timely to pay all earned wages to Plaintiff and class members in
27 violation of California Labor Code section 204, as alleged herein;
- 28 (g) Failing to pay reporting time pay in violation of California Labor Code

1 section 1198 and the applicable Industrial Welfare Commission Order,
2 as alleged herein;

- 3 (h) Failing to reimburse Plaintiff and class members for all business
4 expenses necessarily incurred in violation of California Labor Code
5 sections 2802, as alleged herein; and
6 (i) Failing to provide written notice of information material to Plaintiff's
7 and class members' employment with Defendants in violation of
8 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below;

9 176. At all relevant times herein, California's Wage Theft Prevention Act was
10 enacted to ensure that employers provide employees with basic information material to their
11 employment relationship at the time of hiring, and to ensure that employees are given written
12 and timely notice of any changes to basic information material to their employment. Codified
13 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
14 time of hiring, an employer must provide written notice to employees containing basic and
15 material payroll information, including, among other things, the rate(s) of pay and basis
16 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
17 including any rates for overtime, the regular payday designated by the employer, and any
18 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
19 Code § 2810.5(a)(1)(A)-(C).

20 177. At all relevant times, on information and belief, Defendants failed, on a
21 company-wide basis, to provide written notice to Plaintiff and class members that lists the
22 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically,
23 Defendants failed to provide Plaintiff and class members with the hourly rate(s) of pay,
24 including the overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A)-(C). Instead, the
25 wage theft form Defendants provided to Plaintiff is blank where the aforementioned wage
26 information should be filled in. Defendants' failure to provide Plaintiff and class members
27 with written notice of basic information regarding their employment with Defendants is in
28 violation of Labor Code sections 2810.5(a)(1)(A)-(C).

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

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

11 //

12 **TWELFTH CAUSE OF ACTION**

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

14 **Unfair Business Practices**

15 **(Against all Defendants)**

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

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

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

26 183. Defendants' activities, namely Defendants' company-wide practice and/or
27 policy of not paying Plaintiff and class members all meal and rest period premiums due to
28 them under Labor Code section 226.7, deprived Plaintiff and class members of the

1 compensation guarantee and enhanced enforcement implemented by section 226.7. The
2 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
3 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
4 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
5 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
6 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
7 unfair business practice in violation of California Business & Professions Code sections
8 17200, *et seq.* (*Id.*)

9 184. A violation of California Business & Professions Code sections 17200, *et seq.*
10 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
11 and practices have violated the spirit of California’s meal and rest period laws and constitute
12 acts against the public policy behind these laws.

13 185. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
14 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
15 benefits implemented by section 226.7 withheld and retained by Defendants during a period
16 that commences four years prior to the filing of this complaint; a permanent injunction
17 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
18 Plaintiff and class members; an award of attorneys’ fees pursuant to California Code of Civil
19 Procedure section 1021.5 and other applicable laws; and an award of costs.

20 **REQUEST FOR JURY TRIAL**

21 Plaintiff requests a trial by jury.

22 **PRAYER FOR RELIEF**

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

25 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys’ fees in
26 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
27 reserves the right to amend her prayer for relief to seek a different amount.
28

1 **Class Certification**

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

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

- 6 5. That the Court declare, adjudge, and decree that Defendants violated California
- 7 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
- 8 pay all overtime wages due to Plaintiff and class members;
- 9 6. For general unpaid wages at overtime wage rates and such general and special
- 10 damages as may be appropriate;
- 11 7. For pre-judgment interest on any unpaid overtime compensation commencing
- 12 from the date such amounts were due, or as otherwise provided by law;
- 13 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
- 14 California Labor Code section 1194(a); and
- 15 9. For such other and further relief as the Court may deem equitable and
- 16 appropriate.

17 **As to the Second Cause of Action**

- 18 10. That the Court declare, adjudge and decree that Defendants violated California
- 19 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
- 20 Order by willfully failing to pay minimum wages to Plaintiff and class members;
- 21 11. For general unpaid wages and such general and special damages as may be
- 22 appropriate;
- 23 12. For pre-judgment interest on any unpaid compensation from the date such
- 24 amounts were due, or as otherwise provided by law;
- 25 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
- 26 California Labor Code section 1194(a);
- 27 14. For liquidated damages pursuant to California Labor Code section 1194.2; and
- 28 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 authorized and permitted;

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

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

27. For pre-judgment interest on any unpaid rest period premiums from the date

1 such amounts were due, or as otherwise provided by law;

2 28. For attorneys' fees pursuant to California Code of Civil Procedure section
3 1021.5, or as otherwise provided by law; and

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

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

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

11 31. For all actual, consequential, and incidental losses and damages, according to
12 proof;

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

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

15 34. For attorneys' fees and costs pursuant to California Labor Code section
16 226(e)(1); and

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

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

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

24 37. For all actual, consequential and incidental losses and damages, according to
25 proof;

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

28 39. For pre-judgment interest on any unpaid wages from the date such amounts

1 were due, or as otherwise provided by law;

2 40. For attorneys' fees pursuant to California Code of Civil Procedure section
3 1021.5, or as otherwise provided by law; and

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

6 **As to the Seventh Cause of Action**

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

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

13 44. For statutory penalties according to proof pursuant to California Labor Code
14 section 210;

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

17 46. For attorneys' fees pursuant to California Code of Civil Procedure section
18 1021.5, or as otherwise provided by law; and

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

21 **As to the Eighth Cause of Action**

22 48. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A) by
24 failing to provide Plaintiff and class members with reporting time pay;

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

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

1 51. For such other and further relief as the Court may deem equitable and
2 appropriate;

3 **As to the Ninth Cause of Action**

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

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

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

11 55. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 56. For attorneys' fees and costs pursuant to California Labor Code section
14 2802(c), or as otherwise provided by law; and

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

17 **As to the Tenth Cause of Action**

18 58. That the Court declare, adjudge and decree that Defendants violated the
19 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
20 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
21 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
22 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
23 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
24 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
25 earned wages upon termination); 204 (by failing to timely pay all earned wages during
26 employment); 212 and 213 (by unlawfully issuing instruments for the payment of wages that
27 are not negotiable and payable in cash on demand and without discount); 221 and 224 (by
28 unlawfully deducting from wages); 223 (by secretly paying wages lower than required by

statute while purporting to pay legal wages); 1198 and the applicable IWC Wage Order (by failing to pay reporting time pay); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of material terms of employment).

59. For civil penalties pursuant to the California Labor Code, including sections 225.5, 256, 226.3, 558, 1174.5, 1197.1, 2699(a), (f) and (g), for violations of California Labor Code sections 201, 202, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

60. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

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

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

As to the Eleventh Cause of Action

63. 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 timely to pay Plaintiff and class members all earned wages during employment, failing to provide reporting time pay, failing to reimburse Plaintiff and class members for business-related expenses, and failing to provide notice of information material to employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

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

1 65. For the appointment of a receiver to receive, manage and distribute any and all
2 funds disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violations of California Business & Professions Code sections
4 17200, *et seq.*;

5 66. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Code of Civil Procedure section 1021.5; and

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

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

10 68. That the Court declare, adjudge and decree that Defendants' conduct of denying
11 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an
12 unfair business practice in violation of California Business and Professions Code sections
13 17200, *et seq.*;

14 69. For restitution of the statutory benefits under section 226.7 unfairly withheld
15 from Plaintiff and class members and prejudgment interest from the day such amounts were
16 due and payable;

17 70. For the appointment of a receiver to receive, manage and distribute any and all
18 funds disgorged from Defendants and determined to have been wrongfully acquired by
19 Defendants as a result of violations of California Business & Professions Code sections
20 17200, *et seq.*;

21 71. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
22 California Code of Civil Procedure section 1021.5;

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

24 //

25 //

1 73. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: February 14, 2022

Respectfully submitted,

5
6 Capstone Law APC

7 By: 

8 Robert Drexler
9 Molly DeSario
Jonathan Lee

10 Attorneys for Plaintiff Vanessa Dorantez Galicia
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Exhibit 1



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

August 6, 2021

VIA ONLINE SUBMISSION

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

Subject: *Vanessa Dorantez Galicia v. M. San Ramon, Inc., et al.*

Dear PAGA Administrator:

This office represents Vanessa Dorantez Galicia in connection with her claims under the California Labor Code. Ms. Dorantez Galicia was an employee of M. SAN RAMON, INC.; BAY AREA RESTAURANT MANAGEMENT CORP.; M PLEASANT HILL II, INC.; M. ALCOSTA, INC.; M. ASHLAND, INC.; M. BERNAL, INC.; M. CENTRAL INC.; M. CONTRA COSTA, INC.; M. DANVILLE, INC.; M. DISCOVERY BAY, INC.; M. GREENHOUSE, INC.; M. HESPERIAN, INC.; M. LONETREE, INC.; M. MARTINEZ, INC.; M. MISSION, INC.; M. MONUMENT, INC.; M. OAKLEY, INC.; M. PLEASANTON, INC.; M. SAN LEANDRO, INC.; M. SHORELINE INC.; M. STONERIDGE MALL, INC.; M. TENNYSON, INC.; M. WATKINS INC.; M. DEER VALLEY, INC.; M. SUN VALLEY, INC.; MAC-D DUBLIN; MACD-ANTIOCH, INC.; MACD-CONCORD; MACD-CORDELLIA JCT., INC.; and/or MACD-PITTSBURG. For the purpose of this letter, Ms. Dorantez Galicia collectively refers to these entities as "MCDONALDS."

The employers may be contacted directly at the addresses below:

M. SAN RAMON, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

BAY AREA RESTAURANT
MANAGEMENT CORP.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M PLEASANT HILL II, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. ALCOSTA, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. ASHLAND, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. BERNAL, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. CENTRAL INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. CONTRA COSTA, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. DANVILLE, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. DISCOVERY BAY, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. GREENHOUSE, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. HESPERIAN, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. LONETREE, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. MARTINEZ, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. MISSION, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. MONUMENT, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. OAKLEY, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. PLEASANTON, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. SAN LEANDRO, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. SHORELINE INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. STONERIDGE MALL, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. TENNYSON, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M. WATKINS INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M.DEER VALLEY, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

M.SUN VALLEY, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

MAC-D DUBLIN
2268 CAMINO RAMON
SAN RAMON, CA 94583

MACD-ANTIOCH, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

MACD-CONCORD
2268 CAMINO RAMON
SAN RAMON, CA 94583

MACD-CORDELLIA JCT., INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

MACD-PITTSBURG
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

MCDONALDS employed Ms. Dorantez Galicia as an hourly paid, non-exempt exempt Crew Member from approximately July 2020 to August 2020. Ms. Dorantez Galicia worked for MCDONALDS at its McDonalds restaurant located at 2481 San Ramon Valley Road, in San Ramon, California. Ms. Dorantez Galicia typically worked eight (8) hours per day and five (5) days per week. Her job duties included, without limitation, cooking and preparing food, stocking supplies, and cleaning and maintaining the kitchen area.

MCDONALDS committed one or more of the following Labor Code violations against Ms. Dorantez Galicia, 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. Dorantez Galicia's experience and counsel's review of those records currently available relating to Ms. Dorantez Galicia's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee

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

M. SAN RAMON, INC.; BAY AREA RESTAURANT MANAGEMENT CORP.; M PLEASANT HILL II, INC.; M. ALCOSTA, INC.; M. ASHLAND, INC.; M. BERNAL, INC.; M. CENTRAL INC.; M. CONTRA COSTA, INC.; M. DANVILLE, INC.; M. DISCOVERY BAY, INC.; M. GREENHOUSE, INC.; M. HESPERIAN, INC.; M. LONETREE, INC.; M. MARTINEZ, INC.; M. MISSION, INC.; M. MONUMENT, INC.; M. OAKLEY, INC.; M. PLEASANTON, INC.; M. SAN LEANDRO, INC.; M. SHORELINE INC.; M. STONERIDGE MALL, INC.; M. TENNYSON, INC.; M. WATKINS INC.; M. DEER VALLEY, INC.; M. SUN VALLEY, INC.; MAC-D DUBLIN; MACD-ANTIOCH, INC.; MACD-CONCORD; MACD-CORDELLIA JCT., INC.; and MACD-PITTSBURG are California corporations. Together, they own and operate approximately 40 McDonald's franchise restaurant locations in California. Upon information and belief, MCDONALDS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Ramon, California for all non-exempt, hourly paid employees working for MCDONALDS in California, including Ms. Dorantez Galicia and other aggrieved employees. At all relevant times, MCDONALDS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Dorantez Galicia and other aggrieved employees, regardless of its location or position.

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

MCDONALDS willfully failed to pay all overtime wages owed to Ms. Dorantez Galicia and other aggrieved employees. During the relevant time period, Ms. Dorantez Galicia 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.

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. Dorantez Galicia 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.

First, MCDONALDS had a company-wide policy and/or practice of failing to accurately record hours worked by their employees. During the relevant time period, MCDONALDS kept all restaurant doors locked due to indoor-dining restrictions, requiring Ms. Dorantez Galicia and other aggrieved employees to enter MCDONALDS's restaurants only when other employees were available to open the doors. For example, after reporting to work on time, Ms. Dorantez Galicia and other aggrieved employees were forced to wait up to 10 minutes before being able to enter the MCDONALDS's facilities and clock in because there was no one available to open the doors for them. As another example, upon returning to the restaurant at the end of their unpaid meal periods, Ms. Dorantez Galicia and other aggrieved employees were forced to wait for up to five (5) minutes for another employee to open the door for them to enter the premises and clock back in. As a result, Ms. Dorantez Galicia and other aggrieved employees were forced to work off-the-clock, but were not provided a means by MCDONALDS to account for this time. Thus, MCDONALDS failed to track this time spent working off-the-clock before their scheduled shifts and/or during meal periods, and Ms. Dorantez Galicia and other aggrieved employees received no compensation for this time they remained under MCDONALDS's control.

Additionally, during the relevant period, MCDONALDS implemented, on a company-wide basis, an employer-imposed requirement that Ms. Dorantez Galicia and other aggrieved employees undergo mandatory COVID-19 health screenings and temperature checks before clocking in for their scheduled shifts. Prior to each shift, Ms. Dorantez Galicia was required to spend up to two (2) minutes per instance waiting and then undergoing the temperature check and health screening at the restaurant entrance, before being permitted to clock in for her shift. Even though MCDONALDS required these health screenings, MCDONALDS did not provide Ms. Dorantez Galicia and other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent undergoing mandatory health screenings and temperature checks.

Second, MCDONALDS had a company-wide loss prevention policy requiring employees to undergo mandatory security checks by a managerial employee before leaving the premises. As a result of MCDONALDS's policy, Ms. Dorantez Galicia and other aggrieved employees were required to undergo security screenings after clocking out at the end of a shift prior to leaving the premises. For example, after clocking out at the end of their shifts, Ms. Dorantez Galicia and other aggrieved employees were required to wait up to 10 minutes for a manager to check their persons and/or belongings. Although MCDONALDS's requirement that Ms. Dorantez Galicia and other aggrieved employees undergo security checks was mandatory, MCDONALDS did not compensate them for the time it took them to wait in line and undergo these screenings. Thus, Ms. Dorantez Galicia and other aggrieved employees were not compensated for the time spent waiting and undergoing security screenings while off-the-clock.

Third, during the relevant period, MCDONALDS had, and continue to have, a company-wide policy and/or practice of requiring employees to complete work-related tasks while off-the-clock. For example, MCDONALDS 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 before or after their shifts or on their off-days, but did not compensate them for this time. For example, Ms. Dorantez Galicia spent two (2) hours completing a mandatory food safety training course, but was not paid by MCDONALDS for this time. Additionally, other aggrieved employees were instructed by MCDONALDS's management to cover shifts at other MCDONALDS's restaurants, but were not compensated for the additional time they spent traveling to and from these locations.

Fourth, MCDONALDS had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours allocated by corporate for each location. MCDONALDS's uniform use of labor budgets, combined with heavy workloads and pressure to meet a 60-second turnaround target for drive-thru customers, resulted in chronic understaffing and a failure to provide Ms. Dorantez Galicia 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. MCDONALDS also had a practice of failing to schedule meal periods, which further caused Ms. Dorantez Galicia 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. Dorantez Galicia 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.

Further, on information and belief, because MCDONALDS frowned upon employees accruing meal period penalties, MCDONALDS would adjust Ms. Dorantez Galicia's and other aggrieved employees' time records and/or pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that MCDONALDS would otherwise owe. Also, MCDONALDS's company-wide timekeeping system further prevented Ms. Dorantez Galicia and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system prevented employees from clocking back in from a meal period until 30 minutes elapsed. Thus, MCDONALDS's timekeeping system prevented Ms. Dorantez Galicia and other aggrieved employees from recording all hours worked when meal periods were missed, short, and/or interrupted.

MCDONALDS knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Dorantez Galicia and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Dorantez Galicia 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. Dorantez Galicia and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

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

MCDONALDS's failure to pay Ms. Dorantez Galicia 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. Dorantez Galicia 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 set forth above, due to MCDONALDS's company-wide policy and/or practice of not permitting employees to record all their hours worked, MCDONALDS failed to record all hours worked by Ms. Dorantez Galicia and other aggrieved employees that were outside of their scheduled shifts, such as waiting for entry into MCDONALDS's restaurants, submitting to off-the-clock health screenings and/or temperature checks, undergoing off-the-clock mandatory security checks, completing and obtaining work-related certifications, and/or traveling to cover shifts at other MCDONALDS restaurants.

Additionally, as stated above, due to MCDONALDS's company-wide practices of understaffing restaurants pursuant to labor budgets, assignment of heavy workloads, pressure to meet performance metrics, failure to schedule meal periods, and subsequent lack of meal period coverage, Ms. Dorantez Galicia and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work during their meal periods, time for which they were not paid. Moreover, as stated, in order to prevent employees from accruing meal period penalties, MCDONALDS's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, but required them to continue working. Also, as set forth above, MCDONALDS systematically failed to pay Ms. Dorantez Galicia and other aggrieved employees for actual hours worked during unpaid meal periods, because MCDONALDS's timekeeping system locked out Ms. Dorantez Galicia and other aggrieved employees for 30 minutes when they clocked out for a meal period.

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

First, as stated above, MCDONALDS had, and continues to have, company-wide policies and/or practices of understaffing locations due to labor budgeting, which, combined with heavy workloads, pressure to meet performance metrics, and a failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Ms. Dorantez Galicia and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. Dorantez Galicia 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 five (5) times per week, Ms. Dorantez Galicia 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.

Second, as stated, MCDONALDS kept restaurant doors locked at all times, including during meal periods, which required Ms. Dorantez Galicia and other aggrieved employees to wait for other employees to open the restaurant doors for them, resulting in shortened meal periods. For example, during her meal periods, Ms. Dorantez Galicia was regularly forced to wait for another employee to open the door for her, cutting her 30-minute unpaid meal period five (5) minutes' short, before being able to enter MCDONALDS's facilities because there was no one available to open the doors for her.

Third, on information and belief, because MCDONALDS frowned upon employees accruing meal period penalties, MCDONALDS's management would adjust Ms. Dorantez Galicia's and other aggrieved employees' time records and/or pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by MCDONALDS. Additionally, as described above, MCDONALDS implemented an electronic timekeeping system that locked out Ms. Dorantez Galicia and other aggrieved employees and prevented them from clocking in early before the end of their 30-minute meal period. As a result of MCDONALDS's timekeeping system, Ms. Dorantez Galicia and other aggrieved employees were prevented from accurately recording meal period start and stop times on days when they had meal periods that were missed, cut short, and/or interrupted.

Additionally, MCDONALDS did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Dorantez Galicia and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

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

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

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

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That MCDONALDS requires Ms. Dorantez Galicia and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because MCDONALDS's obligation to provide Ms. Dorantez Galicia and other aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

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

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

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

MCDONALDS regularly failed to authorize and permit Ms. Dorantez Galicia 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, MCDONALDS's company-wide practices, including utilizing labor budgets resulting in understaffing, and assigning heavy workloads and pressure to meet performance metrics, prevented Ms. Dorantez Galicia and other aggrieved employees from being relieved of all duty to take their rest periods. Additionally, MCDONALDS failed to schedule rest periods, which, coupled with MCDONALDS's failure to provide adequate rest period coverage, further led to Ms. Dorantez Galicia and other aggrieved employees not being authorized and permitted to take compliant rest periods.

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

As a result of MCDONALDS's practices and policies, Ms. Dorantez Galicia 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. Dorantez Galicia missed at least two (2) rest periods due to customer demand and lack of coverage.

MCDONALDS 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 MCDONALDS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, MCDONALDS did not pay other aggrieved employees at the correct rate of pay for premiums because MCDONALDS 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, MCDONALDS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Dorantez Galicia 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. MCDONALDS has not provided Ms. Dorantez Galicia 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, MCDONALDS has knowingly and intentionally provided Ms. Dorantez Galicia and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, MCDONALDS issued uniform wage statements to Ms. Dorantez Galicia 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, MCDONALDS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because MCDONALDS did not record the time Ms. Dorantez Galicia and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), MCDONALDS did not list the correct amount of gross wages and net wages earned by Ms. Dorantez Galicia and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, MCDONALDS failed to accurately list the total number of hours worked by Ms. Dorantez Galicia 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 MCDONALDS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, MCDONALDS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, MCDONALDS also failed to list the correct amount of net wages in violation of section 226(a)(5). MCDONALDS 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), MCDONALDS willfully failed to maintain accurate payroll records for Ms. Dorantez Galicia 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, MCDONALDS failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Ms. Dorantez Galicia and other aggrieved employees, in violation of section 1198. Also, as stated, MCDONALDS engaged in a company-wide practice and/or policy of falsifying Ms. Dorantez Galicia’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Ms. Dorantez Galicia and other aggrieved employees. Furthermore, in light of MCDONALDS’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, MCDONALDS kept no records of meal start and end times for second meal periods.

Because MCDONALDS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Dorantez Galicia 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. Dorantez Galicia 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. Dorantez Galicia and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, MCDONALDS willfully failed to pay Ms. Dorantez Galicia 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. Dorantez Galicia 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, MCDONALDS 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. Dorantez Galicia resigned on August 10, 2020, however, MCDONALDS did not provide Ms. Dorantez Galicia her final wages until over a week later on or about August 21, 2020. Thus, MCDONALDS failed to pay Ms. Dorantez Galicia her final wages within seventy-two (72) hours from the time she resigned, in violation of Labor Code section 202.

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

Ms. Dorantez Galicia 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 §§ 212 and 213 – Unlawful Direct Deposit and Discount of Wages

California Labor Code section 212 prohibits employers from issuing any instruments for the payment of wages unless such instruments are negotiable and payable in cash on demand and without discount. California Labor Code section 213 permits employers to pay employees via direct deposit so long as the employee authorizes payment via direct deposit. Under California law, employers are also permitted to fulfill their wage payment obligations to employees by using payroll debit cards, but only under certain circumstances. Employer use of payroll debit cards is permitted only so long as the employee is given the choice as to whether to accept a payroll debit card as a form of payment. *Johnson v. Sunrise Senior Living Management, Inc.*, No. 16 CV 00443 BRO RAOx, 2016 WL 8929249, *9 (C.D. Cal. May 5, 2016). In *Johnson*, the court stated that the Division of Labor Standards Enforcement ("DLSE") decision deeming payroll debit card program permissible relied heavily on:

. . . [T]he fact that the pay programs were optional, thereby allowing an employee to either participate in the program or receive his or her pay in some other way, such as direct deposit. Specifically, the DLSE opined that "[t]he success of the described procedure, in practice, will of course require that . . . it is presented as an *alternative* method for wage payment for which [the employees'] participation is optional." The DLSE also stated, "[i]t is significant that the program does not mandate employee participation in the Money Network Service and that it is designed to provide an alternative for employees receiving their wage payment. Employees are also given the option of having their pay direct deposited into an account of their choosing. . . ." (internal citations omitted).

In addition, employers can only utilize payroll debit card programs if they provide employees with effective access to their wages without discount. The DLSE has interpreted Labor Code sections 212 and 213 as permitting employer use of payroll debit cards where the following requirements are satisfied:

- (1) [T]he “wages [are] payable at some established place of business in the state and there be at least 30 days of sufficient funds for payment,”
- (2) the employees are “fully informed of the service and procedures and that it is represented as an alternative method for wage payment for which their participation is optional,”
- (3) the employees receive “an itemized wage statement,” and
- (4) “at least one transaction per pay period [is] without fee.”

Ortiz v. Randstad North America, L.P., No. C-13-5050 MMC, 2015 WL 6202298 at 3.

Further, the DLSE notes that the Labor Code manifests:

... [A] strong public policy that prohibits an employer (or its agent) from imposing conditions or obstacles which interfere with or prevent an employee’s (*sic*) from promptly receiving their due wages *in full*. The imposition of a fee in order to readily *access* one’s earned and paid wages under a payroll card program which is designed to discharge the employer’s wage payment obligations could impermissibly interfere with an employee’s receipt of paid wages by creating a financial condition which would have the *effect* of reducing or discounting wages because such fee would be charged against the same account in which wages are deposited. (emphases in original)

DLSE opinion letter 2008.07.07. The DLSE has also acknowledged that payroll service providers “effectively act as *agents* of the client employers in discharging the employer’s wage payment obligations.” *Id.* In a second opinion letter, the DLSE stated that “[w]hile the Labor Code does not purport to regulate the specific arrangements between employers and payroll service providers, both an employer and, under the express language in Labor Code § 212- their *agent*, must comply with its requirements.” *DLSE opinion letter 2008.07.07.2*.

During the relevant time period, MCDONALDS had an agreement with a payroll service provider for the issuance of payroll cards to employees, including other aggrieved employees, to discharge its wage payment obligations to its employees. Under MCDONALDS’s payroll debit program, on information and belief, MCDONALDS did not permit other aggrieved employees to withdraw their entire wages in at least one transaction without incurring a fee. Additionally, on information and belief, other aggrieved employees also encountered approximately \$1.75 in ATM fees each time they utilized an ATM to withdraw funds from their payroll debit card in addition to a multitude of other transaction fees that MCDONALDS did not disclose or properly inform other aggrieved employees of at the time of issuance of payroll cards, including but not limited to: card replacement fees of approximately \$5.00-\$10.00; inactivity fees of approximately \$5.00 per month; and out-of-network and international ATM balance inquiry fees of approximately \$0.75-\$1.00, among other undisclosed fees. Consequently, these undisclosed payroll debit card fees resulted in a discount in pay to other aggrieved employees. In sum, MCDONALDS’s payroll debit card program presented a number of obstacles and hurdles that combined, made it difficult for other aggrieved employees to access their entire wages without discount and without delay.

California courts recognize a policy favoring the full and prompt payment of wages to employees. MCDONALDS’s payroll card program is inconsistent with this policy. MCDONALDS’s company-wide

payroll debit card program denies aggrieved employees of easy access to the entirety of their wages, thus, the program violates California Labor Code sections 212 and 213. 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 §§ 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, MCDONALDS unlawfully deducted a portion of wages previously paid to other aggrieved employees in violation of California Labor Code section 221.

MCDONALDS systematically, and on a company-wide basis, provided other aggrieved employees with payroll debit cards as payment of their wages and/or final wages. Under MCDONALDS's payroll debit card program, other aggrieved employees were assessed numerous, various fees in connection with their use of the payroll debit cards. Other aggrieved employees were required to pay per-transaction fees, ATM fees, inactivity fees, in-person teller fees, and/or other fees to obtain and/or spend their earned and due wages. The fees charged to other aggrieved employees resulted in a discount of their wages.

MCDONALDS's payroll debit card program, which resulted in a discount of wages to employees, is tantamount to taking deductions from other aggrieved employees' paychecks without their written authorization and therefore constitutes an unlawful deduction of wages, in violation of Labor Code sections 221 and 224. 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, MCDONALDS willfully and systematically issued payroll debit cards to other aggrieved employees. The payroll debit cards discounted the wages of other aggrieved employees by charging a multitude of various fees in connection with the use of the payroll debit cards.

MCDONALDS's payroll debit card program resulted in the payment of less than statutorily required wages to other aggrieved employees. In doing so, MCDONALDS acted with the intent to deprive 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, MCDONALDS paid other aggrieved employees lower wages than those they were entitled to while purporting that other aggrieved employees were properly paid. 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 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, MCDONALDS violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because MCDONALDS failed to pay Ms. Dorantez Galicia and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the regularly scheduled day’s work.

MCDONALDS had a company-wide practice of sending Ms. Dorantez Galicia and other aggrieved employees home early from their shifts, including before they had worked at least half of their regular shift, but would not pay Ms. Dorantez Galicia and other aggrieved employees for half of their scheduled shift. For example, Ms. Dorantez Galicia would report to work for her scheduled shift, but would be sent home after two (2) hours by MCDONALDS’s management because business was slow. Although Ms. Dorantez Galicia and other aggrieved employees would report to work based on the schedule that MCDONALDS provided to them, MCDONALDS would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay.

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

First, during the relevant time period, MCDONALDS required Ms. Dorantez Galicia and other aggrieved employees to wear uniforms bearing the McDonald’s company logo, including uniform shirts and/or hats. However, MCDONALDS did not provide their employees with sufficient uniforms to wear for their shifts throughout the week. For example, MCDONALDS only provided Ms. Dorantez Galicia and other aggrieved employees with one (1) shirt and one (1) hat, despite being scheduled to work five (5) or more

days each week. Because MCDONALDS failed to provide Ms. Dorantez Galicia and other aggrieved employees with an adequate number of uniform items in relation to their scheduled shifts and for the tasks they were required to perform, Ms. Dorantez Galicia and other aggrieved employees were forced to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. For example, due to the nature of restaurant work, Ms. Dorantez Galicia's and other aggrieved employees' uniforms would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that they were unable to mix these clothes in with other laundry. As a result, they had to wash their uniform items separately from their other clothing items, thus incurring additional utility and laundry expenses for the upkeep of their uniforms. Thus, MCDONALDS failed to maintain the uniforms it required Ms. Dorantez Galicia and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

Second, MCDONALDS, on a company-wide basis, required Ms. Dorantez Galicia 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. Dorantez Galicia complied with this requirement and spent approximately \$15.00 to obtain a food handler's permit, but MCDONALDS did not reimburse her for the costs of obtaining the certification. Thus, MCDONALDS failed to reimburse Ms. Dorantez Galicia and other aggrieved employees for the costs of obtaining these certifications, including training and/or examination fees.

Third, MCDONALDS had a company-wide policy of requiring other aggrieved employees to utilize their own personal vehicles or obtain alternate transportation to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, as stated, other aggrieved employees were required to travel to and cover shifts at MCDONALDS's restaurants in other locations. Although MCDONALDS required other aggrieved employees to utilize their own vehicles or obtain alternate transportation to complete their work-related duties, MCDONALDS did not reimburse them for all of their travel expenses.

MCDONALDS could have provided Ms. Dorantez Galicia and other aggrieved employees with the actual tools for use on the job, such as company vehicles and/or an adequate number of uniforms or access to laundering services, or MCDONALDS could have reimbursed employees for the costs of their mileage, travel expenses, certification fees, and/or laundering expenses or provided a uniform maintenance allowance. Instead, MCDONALDS passed these operating costs off onto Ms. Dorantez Galicia and other aggrieved employees. At all relevant times, Ms. Dorantez Galicia did not earn at least two (2) times the minimum wage.

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

Thus, MCDONALDS had, and continues to have, a company-wide policy and/or practice of not reimbursing Ms. Dorantez Galicia and other aggrieved employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Dorantez Galicia 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.

MCDONALDS failed to provide Ms. Dorantez Galicia and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, MCDONALDS failed to provide Ms. Dorantez Galicia and other aggrieved employees with the hourly rate(s) of pay, including the overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A)-(C). Instead, the wage theft form MCDONALDS provided to Ms. Dorantez Galicia is blank where the aforementioned wage information should be filled in.

MCDONALDS’s failure to provide Ms. Dorantez Galicia and other aggrieved employees with written notice of basic information regarding their employment with MCDONALDS is in violation of Labor Code section 2810.5. Ms. Dorantez Galicia 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.” MCDONALDS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Dorantez Galicia’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Dorantez Galicia seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Dorantez Galicia, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties, all other aggrieved employees, and the State of California against MCDONALDS for violations of California Labor Code sections 201, 202, 203, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Dorantez Galicia 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: M. SAN RAMON, INC. (via U.S. Certified Mail); BAY AREA RESTAURANT MANAGEMENT CORP. (via U.S. Certified Mail); M PLEASANT HILL II, INC. (via U.S. Certified Mail); M. ALCOSTA, INC. (via U.S. Certified Mail); M. ASHLAND, INC. (via U.S. Certified Mail); M. BERNAL, INC. (via U.S. Certified Mail); M. CENTRAL INC. (via U.S. Certified Mail); M. CONTRA COSTA, INC. (via U.S. Certified Mail); M. DANVILLE, INC. (via U.S. Certified Mail); M. DISCOVERY BAY, INC. (via U.S. Certified Mail); M. GREENHOUSE, INC. (via U.S. Certified Mail); M. HESPERIAN, INC. (via U.S. Certified Mail); M. LONETREE, INC. (via U.S. Certified Mail); M. MARTINEZ, INC. (via U.S. Certified Mail); M. MISSION, INC. (via U.S. Certified Mail); M. MONUMENT, INC. (via U.S. Certified Mail); M. OAKLEY, INC. (via U.S. Certified Mail); M. PLEASANTON, INC. (via U.S. Certified Mail); M. SAN LEANDRO, INC. (via U.S. Certified Mail); M. SHORELINE INC. (via U.S. Certified Mail); M. STONERIDGE MALL, INC. (via U.S. Certified Mail); M. TENNYSON, INC. (via U.S. Certified Mail); M. WATKINS INC. (via U.S. Certified Mail); M.DEER VALLEY, INC. (via U.S. Certified Mail); M.SUN VALLEY, INC. (via U.S. Certified Mail); MAC-D DUBLIN (via U.S. Certified Mail); MACD-ANTIOCH, INC. (via U.S. Certified Mail); MACD-CONCORD (via U.S. Certified Mail); MACD-CORDELLIA JCT., INC. (via U.S. Certified Mail); MACD-PITTSBURG (via U.S. Certified Mail)

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:

M. SAN RAMON, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2503 41

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2309

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) | |

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7020 1290 0001 8879 2309

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2268 CAMINO RAMON
SAN RAMON, CA 94583

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

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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

M. SAN RAMON, INC.

2268 CAMINO RAMON

SAN RAMON, CA 94583

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HereDorantes v.
M. San Ramon, INC.

W APC
 Park East, Ste 1000
 CA 90067

CERTIFIED MAIL

CERTIFIED MAIL®



7020 1290 0001 8879 2293

one
AW APC
Park East, Ste 1000
CA 90067



BAY AREA RESTAURANT MANAGEMENT CORP.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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- Complete items 1, 2, and 3.
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1. Article Addressed to:

BAY AREA RESTAURANT MANAGEMENT CORP.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2503 72

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2293

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
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Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

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BAY AREA RESTAURANT MANAGEMENT CORP.

Street and Apt. No., or

2268 CAMINO RAMON

City, State, ZIP+4®

SAN RAMON, CA 94583

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Here

Dorantez v.
Bay Area Restaurant
management Corp.

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

See Reverse for Instructions

7020 1290 0001 8879 2293

CERTIFIED MAIL



7020 1290 0001 8879 2286

one
AW APC
Park East, Ste 1000
CA 90067



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- 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:

M PLEASANT HILL II, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2503 89

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2286

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

M PLEASANT HILL II, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

7020 1290 0001 8879 2286

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

M PLEASANT HILL II, INC.

Street and Apt. No. 2268 CAMINO RAMON

City, State, ZIP+4 SAN RAMON, CA 94583

Postmark
Here

Dorantez v.
M Pleasant Hill II,
IPC

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

See Reverse for Instructions

CERTIFIED MAIL®



7020 1290 0001 8879 3313

one
AW APC
Park East, Ste 1000
CA 90067

UNITED STATES POSTAGE
FITNEY BOWES
\$008.08
02 1P
8000666553 AUG 06 2021
MAILED FROM ZIP CODE 90067



M. ALCOSTA, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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:

M. ALCOSTA, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2503 96

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3313

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

M. ALCOSTA, INC.

2268 CAMINO RAMON

SAN RAMON, CA 94583

Postmark
Here

Doi...
M. Alcosta, INC.

7020 1290 0001 8879 3313

UNITED STATES POSTAGE
 PITNEY BOWES
 02 1P \$008.08
 000068855 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:

M. ASHLAND, INC.
 2268 CAMINO RAMON
 SAN RAMON, CA 94583



9590 9402 1512 5362 2504 02

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3344

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 3344

M. ASHLAND, INC.
 2268 CAMINO RAMON
 SAN RAMON, CA 94583

7020 1290 0001 8879 3344

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.65

Total Postage and Fees

\$ 8.08

Sent To

M. ASHLAND, INC.

Street and Apt. 2268 CAMINO RAMON

City, State, ZIP+4 SAN RAMON, CA 94583

Postmark
 Here

Delantez v.
 M. Ashland, INC.

ine
 W 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:

M. BERNAL, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2504 19

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2316

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt



CERTIFIED MAIL®



7020 1290 0001 8879 2316

M. BERNAL, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

M. BERNAL, INC.

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

2268 CAMINO RAMON

City, State, ZIP+4®

SAN RAMON, CA 94583

Postmark
HereDorantes v.
M. Bernal, INC.

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

See Reverse for Instructions

one
AW APC
Park East, Ste 1000
CA 90067



7020 1290 0001 8879 2323

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:

M. CENTRAL INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2502 73

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2323

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

M. CENTRAL INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

**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) \$ 2.35
- ☐ 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

M. CENTRAL INC.

Street and Apt. No. 2268 CAMINO RAMON

City, State, ZIP+4 SAN RAMON, CA 94583

Postmark
Here

Dorantez V
Mcentral INC.

7020 1290 0001 8879 2323

UNITED STATES POSTAGE
FITNEY BOWES
\$008.08
02 1P
000066553 AUG 08 2021
MAILED FROM ZIP CODE 90007



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:

M. CONTRA COSTA, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2502 80

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2330

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 2330

M. CONTRA COSTA, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

**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

M. CONTRA COSTA, INC.
2268 CAMINO RAMON

City, State, ZIP+4® SAN RAMON, CA 94583

Postmark
Here

Dorantez V.
M. Contra Costa, Inc.

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

See Reverse for Instructions

one

AW APC

1 Park East, Ste 1000
CA 90067

7020 1290 0001 8879 2330

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:

M. DANVILLE, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2502 97

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2347

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt



7020 1290 0001 8879 2347

M. DANVILLE, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

M. DANVILLE, INC.

Street and Apt. No. 2268 CAMINO RAMON

City, State, ZIP+4® SAN RAMON, CA 94583

Postmark
HereDorantez v.
M. Danville, INC

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

UNITED STATES POSTAGE
 PITNEY BOWES
 02 IP \$008.08
 000066553 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:

M. DISCOVERY BAY, INC.
 2268 CAMINO RAMON
 SAN RAMON, CA 94583



9590 9402 1512 5362 2503 34

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2354

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 2354

M. DISCOVERY BAY, INC.
 2268 CAMINO RAMON
 SAN RAMON, CA 94583

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- | | |
|---|---------|
| ☒ Return Receipt (hardcopy) | \$ 2.55 |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

M. DISCOVERY BAY, INC.

2268 CAMINO RAMON

SAN RAMON, CA 94583

Postmark
 Here

Domantez v.
 M. Discovery Bay,
 INC.

one
 AW APC
 / Park East, Ste 1000
 CA 90067

CERTIFIED MAIL



7020 1290 0001 8879 2361



one
AW APC
Park East, Ste 1000
CA 90067

M. GREENHOUSE, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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:

M. GREENHOUSE, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2503 10

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2361

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

M. GREENHOUSE, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

Postmark
Here

Don't forget to
M. Greenhouse, Inc.

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

See Reverse for Instructions

7020 1290 0001 8879 2361

UNITED STATES POSTAGE
PITNEY BOWES
\$008.08
02 IP
000066653 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:

M. HESPERIAN, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2503 27

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2378

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 2378

M. HESPERIAN, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

**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

M. HESPERIAN, INC.

Street and Apt. No. 2268 CAMINO RAMON

City, State, ZIP+4® SAN RAMON, CA 94583

Postmark
Here

Delivered to
M. Hesperian, INC

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:

M. LONETREE, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2503 03

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2385

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 2385

M. LONETREE, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 4.08

Sent To

M. LONETREE, INC.

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

2268 CAMINO RAMON

City, State, ZIP+4®

SAN RAMON, CA 94583

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

See Reverse for Instructions

Postmark
HereDomestic V.
M. Lonetree, Inc

one
AW APC
Park East, Ste 1000
CA 90067

7020 1290 0001 8879 2385

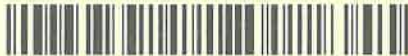


SENDER: COMPLETE THIS SECTION

- 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:

M. MARTINEZ, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2502 66

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2392

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 2392

M. MARTINEZ, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

\$ 7.63

Total Postage and Fees

\$ 8.08

Sent To

M. MARTINEZ, INC.

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

2268 CAMINO RAMON

City, State, ZIP+4®

SAN RAMON, CA 94583

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

See Reverse for Instructions

Postmark
HereDorantez v.
M. Martinez, Inc.

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:

M. MISSION, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2498 57

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2408

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt



7020 1290 0001 8879 2408

M. MISSION, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

M. MISSION, INC.

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

2268 CAMINO RAMON

City, State, ZIP+4®

SAN RAMON, CA 94583

Postmark
HereDomestic v.
M. Mission, Inc.

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:

M. MONUMENT, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2498 64

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2415

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 2415

M. MONUMENT, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

M. MONUMENT, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

City, State, ZIP+4®

Postmark
HereDorantes V.
M. Monument INC.



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

M. OAKLEY, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2498 71

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2422

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 2422

M. OAKLEY, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.55
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

M. OAKLEY, INC.

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

2268 CAMINO RAMON

City, State, ZIP+4®

SAN RAMON, CA 94583

Postmark
HereDorantez v.
M. Oakley, INC.

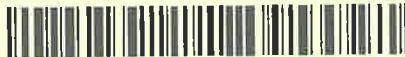


SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

M. PLEASANTON, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2498 88

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2439

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 2439

M. PLEASANTON, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

\$ 4.63

Total Postage and Fees

\$ 8.08

Sent To

M. PLEASANTON, INC.

2268 CAMINO RAMON

SAN RAMON, CA 94583

Postmark
HereDorantes v.
M. Pleasanton, INC.

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

See Reverse for Instructions

one
AW APC
y Park East, Ste 1000
CA 90067

UNITED STATES POSTAGE
PITNEY BOWES
\$008.08
02 1P
0000666553 AUG 06 2011
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:

M. SAN LEANDRO, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2498 95

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3306

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 3306

M. SAN LEANDRO, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.55
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 7.63

Total Postage and Fees

\$ 8.08

Sent To

M. SAN LEANDRO, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

Postmark
Here

Dorantez v.
M. San Leandro, Inc.

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
 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:

M. SHORELINE INC.
 2268 CAMINO RAMON
 SAN RAMON, CA 94583



9590 9402 1512 5362 2499 01

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3290

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 3290

M. SHORELINE INC.
 2268 CAMINO RAMON
 SAN RAMON, CA 94583

one
 AW APC
 Park East, Ste 1000
 CA 90067

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

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.35
- ☐ 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

M. SHORELINE INC.

Street and Apt. No., or PO Box No.
 2268 CAMINO RAMON

City, State, ZIP+4®
 SAN RAMON, CA 94583

Postmark
 Here

Darantez v.
 M.Shoreline INC.

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

See Reverse for Instructions

7020 1290 0001 8879 3290



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:

M. STONERIDGE MALL, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2499 18

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1634

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 1634

M. STONERIDGE MALL, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

M. STONERIDGE MALL, INC.

Street and Apt. No.

2268 CAMINO RAMON

City, State, ZIP+4

SAN RAMON, CA 94583

Postmark
HereDorantez v.
M. Stoneridge
Mall, INC

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

M. TENNYSON, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2499 25

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1641

PS Form 3811, July 2015 PSN 7530-02-000-9059

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
02 1P \$008.08
0000866553 AUG 06 2021
MAILED FROM ZIP CODE 90067



CERTIFIED MAIL



7020 1810 0000 4166 1641

M. TENNYSON, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

M. TENNYSON, INC.

Street and Apt. No.

2268 CAMINO RAMON

City, State, ZIP+4

SAN RAMON, CA 94583

Postmark
HereDorantes v.
M. Tennyson, INC.

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

See Reverse for Instructions

ine
AW APC
Park East, Ste 1000
CA 90067

CERTIFIED MAIL®



7020 1810 0000 4166 1658



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:

M. WATKINS INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2499 32

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1658

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

M. WATKINS INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

7020 1810 0000 4166 1658

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

\$ 4.60

Total Postage and Fees

\$ 8.08

Sent To

M. WATKINS INC.

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

2268 CAMINO RAMON

City, State, ZIP+4®

SAN RAMON, CA 94583

Postmark
Here

Dorantes v. M.
Watkins Inc.

CERTIFIED MAIL®



7020 1810 0000 4166 1665

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:

M.DEER VALLEY, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2499 49

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1665

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

M.DEER VALLEY, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

M.DEER VALLEY, INC.

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

2268 CAMINO RAMON

City, State, ZIP+4®

SAN RAMON, CA 94583

Postmark
Here

Deantez v. M.
Deer Valley, Inc.

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

See Reverse for Instructions.

7020 1810 0000 4166 1665

UNITED STATES POSTAGE
91THREE 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:

M. SUN VALLEY, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2497 58

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1672

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

M. SUN VALLEY, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

**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

M. SUN VALLEY, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

Postmark
Here

Delantez V.
M. Sun Valley Inc

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

See Reverse for Instructions

one
AW APC
Park East, Ste 1000
CA 90067

7020 1810 0000 4166 1672

CERTIFIED MAIL®



7020 1810 0000 4166 1689



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:

MAC-D DUBLIN
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2497 65

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1689

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

Domestic Return Receipt

MAC-D DUBLIN
2268 CAMINO RAMON
SAN RAMON, CA 94583

7020 1810 0000 4166 1689

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

Postmark
Here

Donantez v. Mac-
D Dublin

Sent To

MAC-D DUBLIN

Street and Apt. No., or the box no.
2268 CAMINO RAMON

City, State, ZIP+4®
SAN RAMON, CA 94583

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

See Reverse for Instructions

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



7020 1810 0000 4166 1696

MACD-ANTIOCH, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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:

MACD-ANTIOCH, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2497 72

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1696

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

MACD-ANTIOCH, INC.

2268 CAMINO RAMON

SAN RAMON, CA 94583

Postmark
Here

Dorante v.
Macd-Antioch Inc

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

See Reverse for Instructions

ne
W APC
Park East, Ste 1000
CA 90067

7020 1810 0000 4166 1696



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:

MACD-CONCORD
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2497 89

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1702

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 1702

MACD-CONCORD
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.65

Total Postage and Fees

\$ 8.08

Sent To

MACD-CONCORD

Street and Apt. No. 2268 CAMINO RAMON

City, State, ZIP+4® SAN RAMON, CA 94583

Postmark
HereDomestic V.
Macd-Concord

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 1810 0000 4166 1719



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:

MACD-CORDELLIA JCT., INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2497 96

2. Article Number (Transfer from service label)

7020 1810 0000 4166 1719

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

MACD-CORDELLIA JCT., INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

MACD-CORDELLIA JCT., INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583

Postmark
Here

Dorantez v.
Macd-Cordellia
Jct., INC

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

See Reverse for Instructions

one
AW APC
Park East, Ste 1000
CA 90067

7020 1810 0000 4166 1719

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:

MACD-PITTSBURG
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2498 02

2. Article Number (Transfer from service label)

7020 1290 0001 8879 3283

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt



CERTIFIED MAIL®



7020 1290 0001 8879 3283

MACD-PITTSBURG
2268 CAMINO RAMON
SAN RAMON, CA 94583

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

\$ 6.63

Total Postage and Fees

\$ 8.08

Sent To

MACD-PITTSBURG

Street and Apt. 2268 CAMINO RAMON

City, State, ZIP+4® SAN RAMON, CA 94583

Postmark
HereDorantes v.
Macd-Pittsburg

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

See Reverse for Instructions

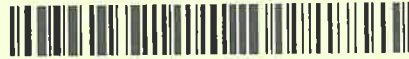
one
AW APC
Park East, Ste 1000
CA 90067

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:

M. GREENHOUSE, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2503 10

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2361

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:

M. OAKLEY, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2498 71

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2422

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X COVID-19 #0262

☒ Agent☐ Addressee

B. Received by (Printed Name)

M. OAKLEY, INC

C. Date of Delivery

08/09/21

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:

M. MISSION, INC.
2268 CAMINO RAMON
SAN RAMON, CA 94583



9590 9402 1512 5362 2498 57

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2408

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

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Diana A

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) | |

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

Domestic Return Receipt

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles. I declare that I am over the age of eighteen
4 (18) and not a party to this action. My business address is: Capstone Law APC, 1875 Century
5 Park East, Suite 1000, Los Angeles, California 90067.

6 On February 14, 2022, I served the within document(s) described below as:

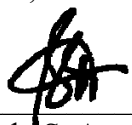
7 **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT**
8 **ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT,**
9 **CALIFORNIA LABOR CODE §§ 2698, ET SEQ.**

10 on the interested parties in this action addressed as follows:

11 Katherine C. Den Bleyker
12 Michael P. Witzak
13 LEWIS BRISBOIS BISGAARD & SMITH LLP
14 633 West 5th Street, Suite 4000
Los Angeles, California 90071
Katherine.DenBleyker@lewisbrisbois.com
Michael.Witzak@lewisbrisbois.com

- 15 (X) **ELECTRONIC SERVICE:** A true and correct copy of the above-referenced
16 document(s) was electronically served on counsel of record by means of transmitting the
17 document to File & ServeXpress in accordance with the Court's Order
18 () **MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelopes
19 were mailed with postage thereon fully prepaid.
20 () **BY E-MAIL:** Due to the National Emergency and public health orders in California
21 related to the coronavirus and COVID-19 pandemic, Capstone Law APC attorneys and
22 staff are working remotely and therefore have limited capabilities to send physical mail in
23 the normal course of business. On this date, I personally transmitted the foregoing
24 document(s) using electronic mail to the e-mail address(es) of the person(s) listed above.
25 () **PERSONAL:** I caused such envelope to be delivered by hand to the
26 individual(s) listed above at the address listed above via a messenger service (Prolegal).
27 () **OVERNIGHT COURIER:** I caused the above-referenced document(s) to be delivered
28 via overnight courier service (FedEx) to the individuals at the address listed above.
- 23 (X) **(STATE)** I declare under penalty of perjury under the laws of the State of California that
24 the above is true and correct.

25 **EXECUTED** this document on February 14, 2022, at Los Angeles, California.

26 
27 _____
28 Sandy S. Acevedo