

1 Bevin Allen Pike (SBN 221936)
2 Bevin.Pike@capstonelawyers.com
3 Daniel Jonathan (SBN 262209)
4 Daniel.Jonathan@capstonelawyers.com
5 Trisha K. Monesi (SBN 303512)
6 Trisha.Monesi@capstonelawyers.com
7 Capstone Law APC
8 1875 Century Park East, Suite 1000
9 Los Angeles, California 90067
10 Telephone: (310) 556-4811
11 Facsimile: (310) 943-0396

12 Attorneys for Plaintiffs Liliam Urrutia
13 and Vanessa Dorantez Galicia

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 FOR THE COUNTY OF CONTRA COSTA

16 LILIAM URRUTIA and VANESSA
17 DORANTEZ GALICIA, as aggrieved
18 employees pursuant to the Private Attorneys
19 General Act ("PAGA"), on behalf of the
20 State of California and other aggrieved
21 employees,

22 Plaintiffs,

23 vs.

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

Defendants.

ELECTRONICALLY
FILED

3/15/2022

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

Case No.: C21-01804

Honorable Edward G. Weil, Dept. 39

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

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

Jury Trial Demanded

1 Plaintiffs Liliam Urrutia and Vanessa Dorantez Galicia, as aggrieved employees and on
2 behalf of the State of California and all other aggrieved employees, allege as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiffs, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations of
9 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
11 were committed, as set forth in this complaint, at any time between one year prior to the filing
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in
13 this case on June 25, 2021, until judgment (“non-party Aggrieved Employees”). Plaintiffs’
14 share of civil penalties sought in this action does not exceed \$75,000.

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

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

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

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

THE PARTIES

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

7. Plaintiff Vanessa Dorantez Galicia is a resident of Livermore, in Alameda County, California. Defendants employed Plaintiff Dorantez Galicia as hourly paid, non-exempt Cook from approximately October 2020 to June 2021. Plaintiff Dorantez Galicia worked for Defendants at their Burger King restaurant located at 4341 North First Street in Livermore, California. Plaintiff Dorantez Galicia typically worked nine (9) hours or more per day, six (6) days per week, and approximately 54 hours per week. At the time Plaintiff Dorantez Galicia's employment with Defendants ended, she was compensated approximately \$14.00 per hour. Her job duties included, without limitation, cleaning food preparation areas, equipment, and the facilities; cooking and preparing food; and washing tableware.

8. On information and belief, Defendants required some employees, including

1 Plaintiffs, to execute a dispute resolution policy and/or arbitration agreement at the time of their
2 hire or during their employment. On further information and belief, Defendants' dispute
3 resolution policy and/or arbitration agreement was and is both procedurally and substantively
4 unconscionable. Specifically, Defendants presented new hires with an Arbitration Agreement
5 ("Arbitration Agreement") during the onboarding process, which had to be reviewed and signed
6 immediately. In fact, upon information and belief, the Arbitration Agreement was one of several
7 documents presented to new employees for signature during the orientation process, including
8 the Employee Meal and Discounts Policy, Day 1 Orientation: New Employee Time Card,
9 Training Acknowledgment Form, Safety Data Sheets Manual Employee Acknowledgment
10 Form, and Personal Protective Equipment Quiz, among other documents. Also, employees did
11 not have a meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather,
12 it was provided to Defendants' employees for them to sign on a take-it or leave-it basis at the
13 time they were hired, along with all of the other on-boarding documents.

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

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

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

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

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

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

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

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

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

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

16 19. Plaintiffs are unaware of the true names or capacities of the Defendants sued
17 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend
18 the complaint and serve such fictitiously named Defendants once their names and capacities
19 become known.

20 20. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10
21 were the partners, agents, owners, or managers of SHAHS OF SHIRAZ, INC.; BUNCH OF
22 BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST FOODS CORP.;
23 EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST BUILDING, INC; QSR WEST
24 BUILDING , LLC; QSR WEST DEVELOPMENT ONE , INC.; and/or QSR WEST
25 DEVELOPMENT, LLC at all relevant times.

26 21. Plaintiffs are informed and believe, and thereon allege, that each and all of the
27 acts and omissions alleged herein was performed by, or is attributable to, SHAHS OF SHIRAZ,
28 INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST

1 FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST BUILDING,
2 INC; QSR WEST BUILDING , LLC; QSR WEST DEVELOPMENT ONE , INC.; QSR WEST
3 DEVELOPMENT, LLC; and/or DOES 1 through 10 (collectively, “Defendants,” “SHAHS,” or
4 “QSR”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in
5 concert with, each of the other co-Defendants and was acting within the course and scope of
6 such agency, employment, joint venture, or concerted activity with legal authority to act on the
7 others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the
8 official policy of Defendants.

9 22. At all relevant times, Defendants, and each of them, ratified each and every act
10 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
11 and abetted the acts and omissions of each and all the other Defendants in proximately causing
12 the damages herein alleged.

13 23. Plaintiffs are informed and believe, and thereon allege, that each of said
14 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
15 omissions, occurrences, and transactions alleged herein.

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

27 25. Plaintiffs are informed and believe, and thereon allege, that at all relevant times,
28 Defendants, and each of them, have acted as joint employers with respect to Plaintiffs and other

1 non-party Aggrieved Employees because Defendants have:

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

19 26. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
20 there has existed a unity of interest and ownership between Defendants such that any
21 individuality and separateness between the entities has ceased.

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

1 28. Plaintiffs are informed and believe, and thereon allege, that at all relevant times,
2 Defendants have acted as a single integrated enterprise because:

- 3 (a) Defendant SHAHS OF SHIRAZ, INC. made final decisions regarding
4 employment matters related to Plaintiffs and other non-party Aggrieved
5 Employees in the same manner and through the same entity, regardless of
6 which entity was acting as Plaintiffs' and other non-party Aggrieved
7 Employees' immediate employer;
- 8 (b) Defendant SHAHS OF SHIRAZ, INC. controlled day-to-day
9 employment decisions of Defendants BUNCH OF BULL, INC.;
10 CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST FOODS
11 CORP.; EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST
12 BUILDING, INC; QSR WEST BUILDING , LLC; QSR WEST
13 DEVELOPMENT ONE , INC.; and QSR WEST DEVELOPMENT,
14 LLC;
- 15 (c) Defendants shared common officers, directors, and/or managers;
- 16 (d) Defendants utilized the same bank accounts, accounting records, lines of
17 credit, payroll preparation, telephone lines, company websites, office
18 space, facilities, employees and/or other facets of operation; and/or
- 19 (e) Defendants were subject to common ownership and financial control.

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

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

28 31. Plaintiffs further allege, upon information and belief, that Defendants SHAHS

1 OF SHIRAZ, INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.;
2 EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST
3 BUILDING, INC; QSR WEST BUILDING , LLC; QSR WEST DEVELOPMENT ONE , INC.;
4 and/or QSR WEST DEVELOPMENT, LLC are alter egos of each other for the following
5 reasons:

6 (a) On the California Secretary of State's website
7 (<https://businesssearch.sos.ca.gov/>), SHAHS OF SHIRAZ, INC.;
8 BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.;
9 EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST
10 BUILDING, INC; QSR WEST BUILDING , LLC; QSR WEST
11 DEVELOPMENT ONE , INC.; and QSR WEST DEVELOPMENT, LLC
12 share the same entity address and/or mailing address, "7011 KOLL
13 CENTER PKWY, SUITE 150, PLEASANTON, CA 94566";

14 (b) According to their most recent "Statement of Information" forms filed
15 with the California Secretary of State, SHAHS OF SHIRAZ, INC.;
16 BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.;
17 EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR
18 WEST ,INC.; QSR WEST BUILDING, INC; QSR WEST BUILDING ,
19 LLC; QSR WEST DEVELOPMENT ONE , INC.; and/or QSR WEST
20 DEVELOPMENT, LLC share the same directors, managers, partners,
21 and/or officers, including, but not limited to:

22 i. Nasser Aliabadi, who serves as Chief Operating Officer of
23 SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.;
24 CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST
25 FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST ,INC.;
26 QSR WEST BUILDING, INC; and QSR WEST BUILDING ,
27 LLC; and

28 ii. Jonathan Aliabadi, who serves as Chief Operating Officer of Chief

Executive Officer of QSR WEST DEVELOPMENT ONE , INC.
and QSR WEST DEVELOPMENT, LLC; and Secretary of
SHAHS OF SHIRAZ, INC.;

- (c) According to their most recent “Statement of Information” forms filed with the California Secretary of State, SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST DEVELOPMENT ONE , INC.; and QSR WEST DEVELOPMENT, LLC share the same Agent for Service of Process, including, but not limited to, Nasser Aliabadi;
- (d) According to their most recent “Statement of Information” forms filed with the California Secretary of State, QSR WEST BUILDING, INC and QSR WEST BUILDING , LLC share the same Agent for Service of Process, including, but not limited to, Jonathan Aliabadi; and
- (e) On information and belief, SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST BUILDING, INC; QSR WEST BUILDING , LLC; QSR WEST DEVELOPMENT ONE , INC.; and QSR WEST DEVELOPMENT, LLC utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

32. Defendants own and operate a chain of Burger King franchise restaurants throughout California. Upon information and belief, Defendants maintain a centralized Human Resources (“HR”) department at their corporate headquarters in Pleasanton, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

1 33. In particular, Plaintiffs and other non-party Aggrieved Employees, on
2 information and belief, received the same standardized documents and/or written policies.
3 Upon information and belief, the usage of standardized documents and/or written policies,
4 including new-hire documents, indicate that Defendants dictated policies at the corporate level
5 and implemented them company-wide, regardless of their employees' assigned locations or
6 positions. Upon information and belief, Defendants set forth uniform policies and procedures
7 in several documents provided at an employee's time of hire.

8 34. Upon information and belief, Defendants maintain a centralized Payroll
9 department at their corporate headquarters in Pleasanton, California, which processes payroll
10 for all non-exempt, hourly paid employees working for Defendants at their various locations
11 and jobsites in California, including Plaintiffs and other non-party Aggrieved Employees.
12 Based upon information and belief, Defendants issue the same formatted wage statements to all
13 non-exempt, hourly paid employees in California, irrespective of their work locations. Upon
14 information and belief, Defendants process payroll for departing employees in the same manner
15 throughout the State of California, regardless of the manner in which each employee's
16 employment ends.

17 35. Defendants continue to employ non-exempt or hourly paid employees in
18 California.

19 36. Plaintiffs are informed and believe, and thereon allege, that at all times herein
20 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
21 advisors knowledgeable about California labor and wage law, employment and personnel
22 practices, and about the requirements of California law.

23 37. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and other
24 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
25 were not recorded.

26 38. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
27 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
28 receive certain wages for overtime compensation and that they were not receiving certain wages

1 for overtime compensation.

2 39. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
3 should have known that other non-party Aggrieved Employees were entitled to be paid at a
4 regular rate of pay, and corresponding overtime rates of pay, that included as eligible income
5 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of
6 compensation, but failed to incorporate all forms of remuneration in calculating the regular rate
7 of pay for other non-party Aggrieved Employees.

8 40. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
9 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
10 receive at least minimum wages for compensation and that they were not receiving at least
11 minimum wages for work that was required to be done off-the-clock. In violation of the
12 California Labor Code, Plaintiffs and other non-party Aggrieved Employees were not paid at
13 least minimum wages for work done off-the-clock.

14 41. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
15 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
16 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or
17 payment of one (1) additional hour of pay at their regular rates of pay when they were not
18 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and other
19 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)
20 additional hour of pay at their regular rates of pay when they did not receive a timely,
21 uninterrupted, thirty (30) minute meal period.

22 42. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
23 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
24 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
25 payment of one (1) additional hour of pay at their regular rates of pay when they were not
26 authorized and permitted to take a compliant rest period. In violation of the California Labor
27 Code, Plaintiffs and other non-party Aggrieved Employees were not authorized and permitted
28 to take compliant rest periods, nor did Defendants provide Plaintiffs and other non-party

1 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of
2 pay when they were not authorized and permitted to take a compliant rest period.

3 43. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
5 receive complete and accurate wage statements in accordance with California law. In violation
6 of the California Labor Code, Plaintiffs and other non-party Aggrieved Employees were not
7 provided complete and accurate wage statements.

8 44. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
9 should have known that they had a duty to maintain accurate and complete payroll records in
10 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
11 knowingly, and intentionally failed to do so.

12 45. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
13 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
14 timely payment of wages during their employment. In violation of the California Labor Code,
15 Plaintiffs and other non-party Aggrieved Employees did not receive payment of all wages,
16 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
17 premiums, within permissible time periods.

18 46. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
19 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
20 timely payment of all wages earned upon termination of employment. In violation of the
21 California Labor Code, Plaintiffs and other non-party Aggrieved Employees did not receive
22 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
23 and/or meal and rest period premiums, within permissible time periods.

24 47. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
25 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
26 one day's rest in seven. In violation of the California Labor Code, Defendants required Plaintiff
27 Dorantez Galicia and other non-party Aggrieved Employees to work more than six consecutive
28 days without a day of rest, where the total hours worked exceeded 30 hours in any week or six

1 hours in any one day thereof.

2 48. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
3 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
4 be paid reporting time pay when they reported to work for their scheduled shift but were put to
5 work for less than half of the regular schedule. In violation of the California Labor Code and
6 applicable IWC Wage Order, Defendants did not pay Plaintiff Dorantez Galicia and other non-
7 party Aggrieved Employees all reporting time pay due.

8 49. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
9 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
10 receive reimbursement for all business-related expenses and costs they incurred during the
11 course and scope of their employment and that they did not receive reimbursement of applicable
12 business-related expenses and costs incurred.

13 50. Plaintiffs are informed and believe, and thereon allege, that at all times herein
14 mentioned, Defendants knew or should have known that they had a duty to provide Plaintiffs
15 and other non-party Aggrieved Employees with written notice of the material terms of their
16 employment with Defendants as required by the California Wage Theft Prevention Act, but
17 failed to do so.

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

24 52. At all times herein set forth, PAGA provides that any provision of law under the
25 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
26 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
27 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
28 behalf of themselves and other current or former employees pursuant to procedures outlined in

1 California Labor Code section 2699.3.

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

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

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

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

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

19 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
20 employer and the aggrieved employee by certified mail that it does not
21 intend to investigate the alleged violation within sixty (60) calendar days
22 of the postmark date of the Employee’s Notice. Upon receipt of the
23 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
24 (65) calendar days of the postmark date of the Employee’s Notice, the
25 aggrieved employee may commence a civil action pursuant to California
26 Labor Code section 2699 to recover civil penalties in addition to any other
27 penalties to which the employee may be entitled.

28 56. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,

1 through Plaintiffs, may pursue a civil action arising under PAGA for violations of any provision
2 other than those listed in Section 2699.5 after the following requirements have been met:

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

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

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

19 57. On June 25, 2021, Plaintiff Urrutia provided written notice by online filing to the
20 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
21 Code alleged to have been violated, including facts and theories to support the alleged
22 violations, in accordance with California Labor Code section 2699.3. Plaintiff Urrutia's written
23 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
24 PAGA Administrator has confirmed receipt of Plaintiff Urrutia's written notice and assigned
25 Plaintiff Urrutia PAGA Case Number LWDA-CM-836180-21. On August 31, 2021, Plaintiff
26 Urrutia filed an amended written notice by online filing to the LWDA and by certified mail to
27 Defendants of the specific provisions of the California Labor Code alleged to have been
28 violated, supplementing and clarifying the facts and theories to support the alleged violations

1 set forth in her original LWDA notice, in accordance with California Labor Code section
2 2699.3. True and correct copies of Plaintiff Urrutia's written notices to the LWDA and
3 Defendants dated June 25, 2021 and August 31, 2021, are attached hereto as "Exhibit 1."

4 58. On September 10, 2021, Plaintiff Dorantez Galicia provided written notice by
5 online filing to the LWDA and by certified mail to Defendants of the specific provisions of the
6 California Labor Code alleged to have been violated, including facts and theories to support the
7 alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff Dorantez
8 Galicia's written notice was accompanied with the applicable filing fee of seventy-five dollars
9 (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff Dorantez Galicia's
10 written notice and assigned Plaintiff Dorantez Galicia PAGA Case Number LWDA-CM-
11 844186-21. A true and correct copy of Plaintiff Dorantez Galicia's written notice to the LWDA
12 and Defendants dated September 10, 2021, is attached hereto as "Exhibit 2."

13 59. As of the filing date of this complaint, over 65 days have passed since Plaintiffs
14 sent the their written notices described above, and the LWDA has not responded that it intends
15 to investigate Plaintiffs' claims, and Defendants have not cured the violations.

16 60. Thus, Plaintiffs have satisfied the administrative prerequisites under California
17 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
18 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
19 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

20 61. Labor Code section 558(a) provides "[a]ny employer or other person acting on
21 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
22 provision regulating hours and days of work in any order of the Industrial Welfare Commission
23 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
24 each underpaid employee for each pay period for which the employee was underpaid. . . . (2)
25 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
26 each pay period for which the employee was underpaid. . . ." Labor Code section 558(c)
27 provides "[t]he civil penalties provided for in this section are in addition to any other civil or
28 criminal penalty provided by law." Plaintiffs, acting in the public interest as private attorneys

1 general, seek assessment and collection of civil penalties under Labor Code section 558 for
2 themselves, all other non-party Aggrieved Employees, and the State of California against
3 Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable
4 IWC Wage Order. Plaintiffs, acting in the public interest as private attorneys general, do not
5 seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations
6 of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC Wage Order.

7 62. Defendants, at all times relevant to this complaint, were employers or persons
8 acting on behalf of an employer(s) who violated Plaintiffs' and other non-party Aggrieved
9 Employees' rights by violating various sections of the California Labor Code as set forth above.

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

13 64. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
14 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiffs, acting in the public interest as private
15 attorney generals, seek assessment and collection of civil penalties for themselves, all other
16 non-party Aggrieved Employees, and the State of California against Defendants for violations
17 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552,
18 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

19 **FIRST CAUSE OF ACTION**

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

21 **(Against all Defendants)**

22 65. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
23 every allegation set forth above.

24 66. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiffs to recover
25 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
26 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
27 512(a), 551, 552, 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits
28 aggrieved employees, including Plaintiffs, to recover civil penalties for violations of those

1 Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and 2810.5.

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

- 4 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
5 Wage Order for Defendants' failure to compensate Plaintiffs and other
6 non-party Aggrieved Employees with all required overtime pay and
7 failure to properly calculate the overtime rates paid to other non-party
8 Aggrieved Employees, as set forth below;
- 9 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the
10 applicable IWC Wage Order for Defendants' failure to compensate
11 Plaintiffs and other non-party Aggrieved Employees with at least
12 minimum wages for all hours worked, as set forth below;
- 13 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
14 applicable IWC Wage Order for Defendants' failure to provide Plaintiffs
15 and other non-party Aggrieved Employees with meal periods, as set forth
16 below;
- 17 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
18 IWC Wage Order for Defendants' failure to authorize and permit
19 Plaintiffs and other non-party Aggrieved Employees to take rest periods,
20 as set forth below;
- 21 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
22 IWC Wage Order for failure to provide accurate and complete wage
23 statements to Plaintiffs and other non-party Aggrieved Employees, as set
24 forth below;
- 25 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
26 IWC Wage Order for failure to maintain payroll records, as set forth
27 below;
- 28 (g) Violation of Labor Code section 204 for failure to pay all earned wages

during employment, as set forth below;

- (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as set forth below;
- (i) Violation of California Labor Code sections 551 and 552 for failure to provide one day's rest in seven to Plaintiff Dorantez Galicia and other non-party Aggrieved Employees, as set forth below;
- (j) Violation of California Labor Code section 1198 and the applicable IWC Wage Order for failure to pay reporting time pay when Plaintiff Dorantez Galicia and other non-party Aggrieved Employees were put to work for less than half of their regular scheduled shifts, as set forth below;
- (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiffs and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below; and
- (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiffs' and other non-party Aggrieved Employees' employment with Defendants, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

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

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

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

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

11 72. California Labor Code section 510 codifies the right to overtime compensation
12 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
13 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
14 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
15 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
16 the seventh (7th) day of work.

17 73. Defendants willfully failed to pay all overtime wages owed to Plaintiffs and other
18 non-party Aggrieved Employees. During the relevant time period, Plaintiffs and other non-
19 party Aggrieved Employees were not paid overtime premiums for all of the hours they worked
20 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of
21 forty (40) hours in a week, because all hours that they worked were not recorded.

22 74. First, during the relevant time period, Defendants had a company-wide policy
23 and/or practice of discouraging and impeding Plaintiffs and other non-party Aggrieved
24 Employees from recording hours worked that were outside of their scheduled shifts, in order to
25 limit the amount of overtime employees could accrue. On information and belief, this limitation
26 on overtime accrual was based on a company-wide policy of staffing restaurant locations strictly
27 based on the labor hours or labor budget set by corporate. This policy of limiting overtime,
28 coupled with Defendants' understaffing policy and assignment of heavy workloads, led

1 Plaintiffs and other non-party Aggrieved Employees to work off-the-clock before their
2 scheduled shift times in order to complete their assigned tasks. For example, Defendants'
3 management would require Plaintiff Urrutia to report to work an hour early and begin cleaning
4 or preparing food before she was permitted to clock in at her scheduled shift start-time.
5 Defendants would also require Plaintiff Dorantez Galicia to report to work thirty minutes early
6 to allow management to open the door for her before she was able to clock in. Although
7 Defendants' supervisors claimed that they would manually adjust time records to account for
8 such off-the-clock work, on information and belief, they failed to adequately capture Plaintiffs'
9 and other non-party Aggrieved Employees' time spent performing this off-the-clock work.
10 Thus, Defendants failed to track this time spent working before scheduled shifts, and Plaintiffs
11 and other non-party Aggrieved Employees received no compensation for this time.

12 75. Second, during the relevant period, Defendants implemented, on a company-
13 wide basis, an employer-imposed requirement that Plaintiff Urrutia and other non-party
14 Aggrieved Employees undergo mandatory COVID-19 temperature checks and/or health
15 screenings before clocking in for their scheduled shifts. Prior to each shift, Plaintiff Urrutia
16 was required to spend time waiting and/or undergoing the temperature check, before being
17 permitted to clock in for her shift. Even though Defendants required these temperature checks
18 and/or health screenings, Defendants did not provide Plaintiff Urrutia and other non-party
19 Aggrieved Employees a mechanism to record this time worked so they could be compensated
20 for the time spent undergoing mandatory temperature checks and/or health screenings.

21 76. Third, as stated, Defendants had, and continue to have, a uniform practice and/or
22 policy of understaffing their restaurant locations which resulted in a lack of adequate meal
23 period coverage, because there were too few employees on duty to handle the heavy workload.
24 Because Defendants did not employ or staff an adequate number of employees to meet their
25 productivity expectations, which included meeting a 180-second time target/goal for drive-thru
26 customers, there was no one available to relieve employees needing meal period coverage, and
27 Plaintiffs and other non-party Aggrieved Employees were not always afforded uninterrupted
28 30-minute meal periods during shifts when they were entitled to receive a meal period. For

1 example, Plaintiffs missed their meal periods and had them interrupted several times per week
2 due to understaffing, the heavy workload, and subsequent lack of coverage, as there would often
3 only be one dedicated cook scheduled per shift. Consequently, Plaintiffs and other non-party
4 Aggrieved Employees were required to work through and/or had their unpaid meal periods
5 interrupted in order to complete their assigned duties and handle customer demand, time for
6 which they were not paid.

7 77. Moreover, Defendants had a practice of failing to schedule meal periods, which
8 further caused Plaintiffs and other non-party Aggrieved Employees to not be relieved of their
9 duties for compliant meal periods. Further, on information and belief, because Defendants
10 frowned upon employees accruing meal period penalties, Defendants pressured Plaintiffs and
11 other non-party Aggrieved Employees to clock out for meal periods, on threat of discipline,
12 and/or adjusted their time records to reflect compliant meal periods, even when they did not
13 receive a compliant meal period, in order to strictly limit meal penalties that Defendants would
14 otherwise owe. Thus, Plaintiffs and other non-party Aggrieved Employees performed work
15 during meal periods for which they were not paid.

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

24 79. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
25 correct overtime rate for the recorded overtime hours that they generated. In addition to an
26 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
27 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
28 California Labor Code, Defendants failed to incorporate all compensation, including incentive

1 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
2 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times
3 when other non-party Aggrieved Employees worked overtime and received these other forms
4 of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than
5 required.

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

11 **FAILURE TO PAY MINIMUM WAGES**

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

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

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

1 otherwise owe, Defendants pressured Plaintiffs and other non-party Aggrieved Employees to
2 clock out for meal periods, on threat of discipline, and/or adjusted employee time records to
3 reflect compliant meal periods.

4 83. Thus, Defendants did not pay at least minimum wages for all hours worked by
5 Plaintiffs and other non-party Aggrieved Employees. To the extent that these off-the-clock
6 hours did not qualify for overtime premium payment, Defendants did not pay at least minimum
7 wages for those hours worked off-the-clock in violation of California Labor Code sections
8 1182.12, 1194, 1197, and 1198.

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

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

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

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

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

28 88. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), and

1 1198, and the applicable IWC Wage Order also require employers to provide a second meal
2 period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or
3 to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if
4 the total hours worked is no more than twelve (12) hours, the second meal period may be waived
5 by mutual consent of the employer and the employee only if the first meal period was not
6 waived.

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

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

1 91. Also, Defendants did not provide Plaintiffs and other non-party Aggrieved
2 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)
3 hours in one day. During their employment, approximately once a week, Plaintiffs worked in
4 excess of ten (10) or more hours per day, but were not provided a second 30-minute meal period.
5 Plaintiffs and other non-party Aggrieved Employees did not sign valid meal period waivers on
6 days that they were entitled to meal periods and were not relieved of all duties.

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

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

22 [A]fter the meal break obligation is triggered . . . an employer is put to a
23 choice: it must (1) afford an off-duty meal period; (2) consent to a
24 mutually agreed-upon waiver if one hour or less will end the shift; or (3)
25 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 Plaintiffs and other non-party Aggrieved Employees to sign meal period waivers
28 simultaneously at or near their time of hire (as opposed to on a specific work day) renders them

1 invalid and unenforceable, because Defendants' obligation to provide Plaintiffs and non-party
2 Aggrieved Employees with meal periods did not arise until they had employed them for a full
3 five (5) hours.

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

9 95. Furthermore, Defendants engaged in a company-wide practice and/or policy of
10 not paying all meal period premiums owed when compliant meal periods are not provided.
11 Because of this practice and/or policy, Plaintiffs and other non-party Aggrieved Employees
12 have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to
13 the extent that Defendants did pay other non-party Aggrieved Employees one (1) additional
14 hour of premium pay for missed, late, and/or interrupted meal periods, Defendants did not pay
15 other non-party Aggrieved Employees at the correct rate of pay for premiums because
16 Defendants systematically failed to include all forms of compensation, such as incentive pay,
17 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

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

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

26 97. At all relevant times herein set forth, the applicable IWC Wage Order and
27 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiffs' and other
28 non-party Aggrieved Employees' employment by Defendants.

1 98. At all relevant times, the applicable IWC Wage Order provides that “[e]very
2 employer shall authorize and permit all employees to take rest periods, which insofar as
3 practicable shall be in the middle of each work period” and that the “rest period time shall be
4 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
5 hours or major fraction thereof” unless the total daily work time is less than three and one-half
6 (3 ½) hours.

7 99. At all relevant times, California Labor Code section 226.7 provides that no
8 employer shall require an employee to work during any rest period mandated by an applicable
9 order of the California IWC. To comply with its obligation to authorize and permit rest periods
10 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
11 must “relinquish any control over how employees spend their break time, and relieve their
12 employees of all duties—including the obligation that an employee remain on call. A rest
13 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
14 257, 269-270 (2016).

15 100. Pursuant to the applicable IWC Wage Order and California Labor Code section
16 226.7(c), Plaintiffs and other non-party Aggrieved Employees are entitled to recover from
17 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
18 required rest period was not authorized and permitted.

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

27 102. Furthermore, Defendants maintained and implemented a company-wide practice
28 and/or policy requiring that Plaintiffs and other non-party Aggrieved Employees remain on the

1 work premises during their rest periods. Because Plaintiffs and other non-party Aggrieved
2 Employees were restricted from leaving the work premises during rest periods, they were denied
3 the ability to use their rest periods freely for their own purposes, such as grabbing a snack nearby
4 or running personal errands. Thus, Defendants effectively maintained control over Plaintiffs
5 and other non-party Aggrieved Employees during rest periods, and, as a result of this rest period
6 policy, Defendants did not relinquish control over Plaintiffs and other non-party Aggrieved
7 Employees during rest periods.

8 103. As a result of Defendants' practices and policies, Plaintiffs and other non-party
9 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
10 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were
11 entitled. For example, Plaintiff Urrutia missed all of her rest periods in order to complete all of
12 the work-related duties Defendants assigned to her. Plaintiff Dorantez Galicia missed
13 approximately half of her rest periods in order to complete all of the work-related duties
14 Defendants assigned to her.

15 104. Defendants have also engaged in a company-wide practice and/or policy of not
16 paying rest period premiums owed when compliant rest periods are not authorized or permitted.
17 Because of this practice and/or policy, Plaintiffs and other non-party Aggrieved Employees
18 have not received premium pay for missed rest periods. Alternatively, to the extent that
19 Defendants did pay other non-party Aggrieved Employees one (1) additional hour of premium
20 pay for missed rest periods, Defendants did not pay other non-party Aggrieved Employees at
21 the correct rate of pay for premiums because Defendants systematically failed to include all
22 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of
23 remuneration, in the regular rate of pay.

24 105. Defendants' conduct violates the applicable IWC Wage Order and California
25 Labor Code sections 226.7, 516, and 1198. Plaintiffs and other non-party Aggrieved Employees
26 are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
27 2699(a), (f), and (g).

28 ///

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

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

107. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiffs and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiffs and other non-party 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, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5) and 226(a)(9).

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

109. Furthermore, because Defendants did not calculate other non-party Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, Defendants did not list the correct amount of gross wages earned by

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

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

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

28 112. California Labor Code section 1174(d) provides that “[e]very person employing

labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiffs and other non-party Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

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

FAILURE TO PAY WAGES DURING EMPLOYMENT

VIOLATION OF LABOR CODE SECTION 204

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

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

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

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

FAILURE TO PAY WAGES UPON TERMINATION

VIOLATION OF LABOR CODE SECTIONS 201 and 202

118. At all times relevant herein set forth, Labor Code sections 201 and 202 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.

119. On information and belief, Defendants have 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, Plaintiff Urrutia was terminated on March 2, 2021, but Defendants did not provide Plaintiff Urrutia her final wages until three (3) days later, on March 5, 2021. Thus, Defendants failed to pay Plaintiff Urrutia her final wages immediately, in violation of Labor Code section 201. As a further example, Plaintiff Dorantez Galicia voluntarily resigned on June 1, 2021, but Defendants did not provide Plaintiff Dorantez Galicia her final wages until she received a check in the mail on August 16, 2021. Thus, Defendants failed to pay Plaintiff Dorantez Galicia her final wages seventy-two (72) hours from the time she resigned, in violation of Labor Code section 202.

120. Additionally, Defendants willfully failed to pay Plaintiffs and other non-party Aggrieved Employees who are no longer employed by Defendants the earned and unpaid wages

1 set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and
2 rest period premiums either at the time of discharge, or within seventy-two (72) hours of their
3 leaving Defendants' employ.

4 121. Defendants' failure to pay Plaintiffs and those non-party Aggrieved Employees
5 who are no longer employed by Defendants their wages earned and unpaid at the time of
6 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
7 California Labor Code sections 201 and 202. Plaintiffs and other non-party Aggrieved
8 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 256
9 and/or 2699(a), (f), and (g).

10 **FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN**

11 **VIOLATION OF LABOR CODE SECTIONS 551 AND 552**

12 122. California Labor Code section 551 provides that every person employed in any
13 occupation of labor is entitled to one day's rest in seven. California Labor Code section 552
14 prohibits employers from requiring employees to work more than six consecutive days without
15 a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest
16 requirement when the total hours worked by an employee do not exceed 30 hours in any week
17 or six hours in any one day thereof.

18 123. During the relevant period, Defendants required Plaintiff Dorantez Galicia and
19 other non-party Aggrieved Employees to work eight (8) or more hours per day and seven (7)
20 consecutive days in a workweek. For example, Plaintiff Dorantez Galicia was required to work
21 approximately fourteen (14) consecutive days. Because Plaintiff Dorantez Galicia and other
22 non-party Aggrieved Employees worked over thirty (30) hours per week and over six (6) hours
23 in any one day in a workweek, they were not exempt from the day-of-rest requirement. To the
24 extent that Plaintiff Dorantez Galicia and other non-party Aggrieved Employees signed
25 purported waivers of their right to a day's rest in seven, such waivers are invalid.

26 124. Thus, Defendants caused Plaintiff Dorantez Galicia and other non-party
27 Aggrieved Employees to work more than six days in seven, in violation of Labor Code sections
28 551 and 552. Plaintiff Dorantez Galicia and other non-party Aggrieved Employees are therefore

1 entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and
2 (g).

3 **FAILURE TO PAY REPORTING TIME PAY**
4 **VIOLATION OF LABOR CODE SECTION 1198**

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

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

20 127. Defendants violated California Labor Code section 1198 and California Code of
21 Regulations, Title 8, section 11050(5), because Defendants failed to pay Plaintiff Dorantez
22 Galicia and other non-party Aggrieved Employees reporting time pay when they reported to
23 work for their scheduled shifts, but were put to work for less than half of the regular schedule.
24 Defendants had a company-wide practice of sending Plaintiff Dorantez Galicia and other non-
25 party Aggrieved Employees home early from their shifts, including before they had worked at
26 least half of their regular shift, but would not pay Plaintiff Dorantez Galicia and other non-party
27 Aggrieved Employees for half of their scheduled shift. Although Plaintiff Dorantez Galicia and
28 other non-party Aggrieved Employees reported to work based on the schedule that Defendants

1 provided to them, Defendants would send them home before they had worked at least half of
2 their scheduled shifts without giving them reporting time pay. Accordingly, Plaintiff Dorantez
3 Galicia and other non-party Aggrieved Employees were not properly compensated with
4 reporting time pay in violation of California Labor Code section 1198 and California Code of
5 Regulations, Title 8, section 11050(5).

6 128. Plaintiff Dorantez Galicia and other non-party Aggrieved Employees are
7 therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
8 (g).

9 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

10 **VIOLATION OF LABOR CODE SECTION 2802**

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

21 130. First, Defendants had a company-wide policy of requiring Plaintiffs and other
22 non-party Aggrieved Employees to utilize their own personal vehicles or obtain alternate
23 transportation to carry out company business, such as to cover shifts at nearby restaurants, but
24 failed to reimburse them for all costs of travel, including mileage. For example, Plaintiff Urrutia
25 was required to travel 25 minutes roundtrip to and from Defendants' restaurant in Walnut Creek,
26 California, to cover a shift for an understaffed location. Although Defendants required Plaintiff
27 Urrutia and other non-party Aggrieved Employees to use their own personal vehicles or obtain
28 alternate transportation to complete their work-related duties, Defendants did not reimburse

1 them for all of their travel expenses.

2 131. Second, during the relevant time period, Defendants required Plaintiffs and other
3 non-party Aggrieved Employees to wear uniforms bearing the Burger King company logo,
4 including uniform shirts and/or hats. However, Defendants did not provide their employees
5 with sufficient uniforms to wear for their shifts throughout the week. For example, Defendants
6 only provided Plaintiff Urrutia with two (2) t-shirts and two (2) hats during her employment,
7 despite being scheduled to work five (5) or more days each week. As a further example,
8 Defendants only provided Plaintiff Dorantez Galicia with three (3) t-shirts and one (1) hat
9 during her employment. Because Defendants failed to provide Plaintiffs and other non-party
10 Aggrieved Employees with an adequate number of uniform items in relation to their scheduled
11 shifts and for the tasks they were required to perform, Plaintiffs and other non-party Aggrieved
12 Employees were forced to wash their uniforms more frequently than they otherwise do laundry,
13 and incur expenses in doing so. For example, due to the nature of restaurant work, Plaintiffs'
14 and other non-party Aggrieved Employees' uniforms would become stained with grease,
15 sweaty, soiled, and/or acquire an unpleasant odor such that they were unable to mix these clothes
16 in with other laundry. As a result, they had to wash their uniform items separately from their
17 other clothing items, thus incurring additional laundry expenses for the upkeep of their
18 uniforms. Specifically, Plaintiff Urrutia was required to wash her uniform items separately
19 from any other clothing items at a laundromat, usually at a cost of \$7 per week. Thus,
20 Defendants failed to maintain uniforms they required Plaintiffs and other non-party Aggrieved
21 Employees to wear during their shifts and forced them to incur the cost of maintaining employee
22 uniforms.

23 132. Defendants could have provided Plaintiffs and other non-party Aggrieved
24 Employees with the actual tools for use on the job, such as company vehicles, as well as an
25 adequate number of uniforms or access to laundering services. Or, Defendants could have
26 reimbursed employees for the costs of their mileage, travel expenses, and laundering expenses
27 or provided a uniform maintenance allowance. Instead, Defendants passed these operating costs
28 off onto Plaintiffs and other non-party Aggrieved Employees. At all relevant times, Plaintiffs

1 did not earn at least two (2) times the minimum wage.

2 133. Defendants' company-wide policy and/or practice of passing on their operating
3 costs to Plaintiffs and other non-party Aggrieved Employees violates California Labor Code
4 section 2802. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to
5 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

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

8 134. California's Wage Theft Prevention Act was enacted to ensure that employers
9 provide employees with basic information material to their employment relationship at the time
10 of hiring, and to ensure that employees are given written and timely notice of any changes to
11 basic information material to their employment. Codified at California Labor Code section
12 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must
13 provide written notice to employees containing basic and material payroll information,
14 including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour,
15 shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the
16 regular payday designated by the employer, and any allowances claims as part of the minimum
17 wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C). Effective
18 January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a
19 statement that the employee may accrue and use sick leave; has a right to request and use
20 accrued paid sick leave; may not be terminated or retaliated against for using or requesting the
21 use of accrued paid sick leave; and has the right to file a complaint against an employer who
22 retaliates.

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

26 136. Defendants' failure to provide Plaintiffs and other non-party Aggrieved
27 Employees with written notice of basic information regarding their employment with
28 Defendants is in violation of Labor Code section 2810.5. Plaintiffs and other non-party

1 Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code
2 section 2699(a), (f), and (g).

3 **REQUEST FOR JURY TRIAL**

4 Plaintiffs request a trial by jury.

5 **PRAYER FOR RELIEF**

6 Plaintiffs, on behalf of all other non-party Aggrieved Employees, pray for relief and
7 judgment against Defendants, jointly and severally, as follows:

8 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
9 (\$25,000). Plaintiffs reserve the right to amend their prayer for relief to seek a different amount.

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

11 2. That the Court declare, adjudge and decree that Defendants violated the
12 following California Labor Code provisions as to Plaintiffs and/or other non-party Aggrieved
13 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
14 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
15 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
16 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
17 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
18 earned wages upon termination); 204 (by failing to timely pay all earned wages during
19 employment); 551 and 552 (by failing to provide one day's rest in seven), 1198 and the
20 applicable IWC Wage Order (by failing to provide reporting time pay); 2802 (by failing to
21 reimburse business expenses); and 2810.5 (by failing to provide written notice of information
22 material to employment);

23 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
24 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,
25 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and
26 2810.5;

27 4. For attorneys' fees and costs pursuant to California Labor Code section
28 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California

1 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12,
2 1194, 1197, 1198, 2802, and 2810.5;

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

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

6
7 Dated: February 1, 2022

Respectfully submitted,

8 Capstone Law APC

9
10 By: 

11 Bevin Allen Pike

Daniel Jonathan

12 Trisha K. Monesi

13 Attorneys for Plaintiffs Liliam Urrutia and
14 Vanessa Dorantez Galicia

EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

August 31, 2021

VIA ONLINE SUBMISSION

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

Subject: *Liliam Urrutia v. Shahs of Shiraz, Inc., et al.*
LWDA Case No. LWDA-CM-836180-21 – AMENDED NOTICE

Dear PAGA Administrator:

This office represents Liliam Urrutia in connection with her claims under the California Labor Code. Ms. Urrutia was an employee of SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST BUILDING, INC; QSR WEST BUILDING , LLC; QSR WEST DEVELOPMENT ONE , INC.; and/or QSR WEST DEVELOPMENT, LLC. For the purpose of this letter, Ms. Urrutia collectively refers to these entities as “SHAHS.” We previously provided notice of Ms. Urrutia’s claims to the California Labor and Workforce Development Agency (“LWDA”) on June 25, 2021, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Ms. Urrutia’s prior LWDA notice and is intended to clarify the facts and theories supporting her claims.

The employers may be contacted directly at the addresses below:

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

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

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

EUREKA FAST FOODS CORP.
5748 KINGSMILL TER
DUBLIN CA 94568

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

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

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

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

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

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

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

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

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

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

SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST ,INC.; QSR WEST BUILDING, INC; QSR WEST DEVELOPMENT ONE , INC. are California corporations, while QSR WEST BUILDING , LLC and QSR WEST DEVELOPMENT, LLC are California limited liability companies. Upon information and belief, SHAHS operate numerous Burger King-branded franchise restaurant locations in California. Upon information and belief, SHAHS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Pleasanton, California, for all non-exempt, hourly paid employees working for SHAHS in California, including Ms. Urrutia and other aggrieved employees. At all relevant times, SHAHS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt,

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

hourly paid employees in California, including Ms. Urrutia and other aggrieved employees, regardless of their location or position.

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

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

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

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

Second, during the relevant period, SHAHS implemented, on a company-wide basis, an employer-imposed requirement that Ms. Urrutia and other aggrieved employees undergo mandatory COVID-19 temperature checks and/or health screenings before clocking in for their scheduled shifts. Prior to

each shift, Ms. Urrutia was required to spend time waiting and/or undergoing the temperature check, before being permitted to clock in for her shift. Even though SHAHS required these temperature checks and/or health screenings, SHAHS did not provide Ms. Urrutia and other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent undergoing mandatory temperature checks and/or health screenings.

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

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

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

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

SHAHS's failure to pay Ms. Urrutia and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Urrutia and other aggrieved employees are entitled to recover civil

penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

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

As stated above, due to SHAHS's restrictions on overtime accrual, SHAHS systematically failed to record all hours worked and Ms. Urrutia and other aggrieved employees were forced to work off-the-clock before their scheduled shifts to complete their assigned duties and submit to off-the-clock health screenings. Additionally, as set forth above, due to SHAHS's uniform practices of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Ms. Urrutia and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Additionally, as stated above, on information and belief, in order to limit meal penalties that SHAHS would otherwise owe, SHAHS pressured Ms. Urrutia and other aggrieved employees to clock out for meal periods, on threat of discipline, and/or adjusted employee time records to reflect compliant meal periods.

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

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

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

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

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

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

Additionally, as stated, on information and belief, because SHAHS frowned upon employees accruing meal period penalties, SHAHS's management pressured employees to clock out for meal periods, upon threat of discipline, and/or would adjust Ms. Urrutia's and other aggrieved employees' time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by SHAHS. For example, at SHAHS's management's direction, Ms. Urrutia would frequently clock out for her meal period within the first five (5) hours of her shift, but would continue performing work and attempt to take her meal period later in the evening when she finally had coverage.

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

Moreover, SHAHS had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. SHAHS 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, SHAHS's meal period waiver form requires employees provide written notice should they wish to revoke the waiver. SHAHS'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. Urrutia 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 SHAHS require Ms. Urrutia 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 SHAHS’s obligation to provide Ms. Urrutia and aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

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

Furthermore, SHAHS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Urrutia and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that SHAHS did pay other aggrieved employees for missed, late, and interrupted meal periods, SHAHS did not pay other aggrieved employees at the correct rate of pay for premiums because SHAHS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

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

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

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

During the relevant time period, SHAHS regularly failed to authorize and permit Ms. Urrutia and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, SHAHS’s policies and/or practices of understaffing and assigning heavy workloads prevented Ms. Urrutia and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. SHAHS also failed to schedule rest periods, which, coupled with SHAHS’s failure to provide adequate rest period coverage, further led to Ms. Urrutia and other aggrieved employees not being authorized and permitted to take rest periods.

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

As a result of SHAHS’s practices and policies, Ms. Urrutia and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Urrutia missed all of her rest periods in order to complete all of the work-related duties SHAHS assigned to her.

SHAHS also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Urrutia and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that SHAHS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, SHAHS did not pay other aggrieved employees at the correct rate of pay for premiums because SHAHS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, SHAHS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Urrutia and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. SHAHS has not provided Ms. Urrutia and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an

employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, SHAHS has knowingly and intentionally provided Ms. Urrutia and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SHAHS issued uniform wage statements to Ms. Urrutia and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including 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, SHAHS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

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

Furthermore, because SHAHS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, SHAHS did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). SHAHS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct 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, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the 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 hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that

employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), SHAHS willfully failed to maintain accurate payroll records for Ms. Urrutia and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

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

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

Ms. Urrutia and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

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

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

During the relevant time period, SHAHS failed to pay Ms. Urrutia and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

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

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

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

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

Additionally, SHAHS willfully failed to pay Ms. Urrutia and other aggrieved employees who are no longer employed by SHAHS all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving SHAHS's employ.

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

First, SHAHS had a company-wide policy of requiring Ms. Urrutia and other aggrieved employees to utilize their own personal vehicles for work purposes, such as to cover shifts at nearby restaurants, but failed to reimburse them for all costs of travel, including mileage. For example, Ms. Urrutia was required to drive for approximately 25 minutes roundtrip to a nearby SHAHS's Burger King restaurant in Walnut Creek, California, to cover a shift for an understaffed location. Although SHAHS required Ms. Urrutia and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, SHAHS did not reimburse them for all of their travel expenses.

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

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

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

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

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

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

aggrieved employees with written notice of basic information regarding their employment with SHAHS is in violation of Labor Code section 2810.5.

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

California Labor Code § 558(a)

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

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

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

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: SHAHS OF SHIRAZ, INC. (via U.S. Certified Mail); BUNCH OF BULL, INC. (via U.S. Certified Mail); CENTRAL VALLEY FAST FOODS, INC. (via U.S. Certified Mail); EUREKA FAST FOODS CORP. (via U.S. Certified Mail); EUREKA FORTUNE, INC. (via U.S. Certified Mail); QSR WEST ,INC. (via U.S. Certified Mail); QSR WEST BUILDING, INC (via U.S. Certified Mail); QSR WEST BUILDING , LLC (via U.S. Certified Mail); QSR WEST DEVELOPMENT ONE , INC. (via U.S. Certified Mail); QSR WEST DEVELOPMENT, LLC (via U.S. Certified Mail)



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:

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



9590 9402 1512 5362 2487 99

2. Article Number (Transfer from service label)

7021 1970 0000 0191 1946

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
- ☐ Registered 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®



7021 1970 0000 0191 1946

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

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

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

Postmark
Here

Urrutia V. Shahs of
Shiraz, Inc.

one
AW APC
y Park East, Ste 1000
CA 90067

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

See Reverse for Instructions

CERTIFIED MAIL®



7021 1970 0000 0191 1953

one

LAW APC

1000 Park East, Ste 1000
Pleasanton, CA 94566

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



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2487 82

2. Article Number (Transfer from service label)

7021 1970 0000 0191 1953

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) \$ 2.55
- ☐ 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

BUNCH OF BULL, INC.

Street and Apt. No., City, State, ZIP+4®

7011 KOLL CENTER PHWY, STE 150

City, State, ZIP+4®

PLEASANTON CA 94566

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

See Reverse for Instructions

Postmark
Here

Debra A. V. Bunch of
Bull, Inc.

CERTIFIED MAIL®



7021 1970 0000 0191 1960

one
_AW APC
y Park East, Ste 1000
, CA 90067



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2487 75

2. Article Number (Transfer from service label)

7021 1970 0000 0191 1960

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

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

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 6.63

Total Postage and Fees

\$ 8.08

Sent To

CENTRAL VALLEY FAST FOODS, INC.

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

7011 KOLL CENTER PKWY, #150

City, State, ZIP+4®

PLEASANTON CA 94566

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

See Reverse for Instructions

Postmark
Here

Arrivation to Central
Valley fast foods,
Inc.

7021 1970 0000 0191 1960

one
LAW APC
Park East, Ste 1000
CA 90067

CERTIFIED MAIL®



7021 1970 0000 0191 2011

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



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2487 20

2. Article Number (Transfer from service label)

7021 1970 0000 0191 2011

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
- ☐ Registered Mail Restricted Delivery (over \$500)

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ **3.60**

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

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

Postage

\$ **1.63**

Total Postage and Fees

\$ **8.08**

Sent To

QSR WEST BUILDING, LLC

Street and Apt. No.

7011 KOLL CENTER PHWY, STE 150

City, State, ZIP+4®

PLEASANTON CA 94566

Postmark
Here

Urutian v. QSR
West Building,
LLC

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

See Reverse for Instructions

7021 1970 0000 0191 2011



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

EUREKA FAST FOODS CORP.
5748 KINGSMILL TER
DUBLIN CA 94568



9590 9402 1512 5362 2487 68

2. Article Number (Transfer from service label)

7021 1970 0000 0191 1977

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

CERTIFIED MAIL®



7021 1970 0000 0191 1977

EUREKA FAST FOODS CORP.
5748 KINGSMILL TER
DUBLIN CA 94568

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

EUREKA FAST FOODS CORP.

Street and Apt. No. 5748 KINGSMILL TER

City, State, ZIP+4® DUBLIN CA 94568

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

See Reverse for Instructions

Postmark
HereDorothy V. Eureka
Fast Foods Corp

one
AW APC
Park East, Ste 1000
CA 90067



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2487 51

2. Article Number (Transfer from service label)

7021 1970 0000 0191 1984

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®



7021 1970 0000 0191 1984

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

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

EUREKA FORTUNE, INC.

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

7011 KOLL CENTER PKWY #150

City, State, ZIP+4®

PLEASANTON CA 94566

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

See Reverse for Instructions

Postmark
HereUreka V. Eureka
Fortune, Inc.

one
LAW APC
1000
Park East, Ste 1000
CA 90067

CERTIFIED MAIL®



7021 1970 0000 0191 1991

one
AW APC
Park East, Ste 1000
CA 90067

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



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2487 44

2. Article Number (Transfer from service label)

7021 1970 0000 0191 1991

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? If YES, enter delivery address below:** ☐ Yes ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail
- ☐ Registered 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) \$ 2.55
- ☐ 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

QSR WEST, INC.

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

City, State, ZIP+4® PLEASANTON CA 94566

Postmark
Here

Urrutia V. QSR
West, Inc.

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

See Reverse for Instructions

CERTIFIED MAIL®



7021 1970 0000 0191 2004

one
LAW APC
y Park East, Ste 1000
, CA 90067

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



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2487 37

2. Article Number (Transfer from service label)

7021 1970 0000 0191 2004

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
- ☐ Registered 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) \$ 2.55
- ☐ 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

QSR WEST BUILDING, INC

7011 KOLL CENTER PHWY, STE 150

PLEASANTON CA 94566

Postmark
Here

Unitria V. QSR
West Building, Inc.

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

See Reverse for Instructions

7021 1970 0000 0191 2004

CERTIFIED MAIL®



7021 1970 0000 0191 2028

tone

LAW APC

ury Park East, Ste 1000
s, CA 90067

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



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2487 13

2. Article Number (Transfer from service label)

7021 1970 0000 0191 2028

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

☒ Return Receipt (hardcopy) \$ 2.85

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

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

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

See Reverse for Instructions

Postmark
Here

Corrution V. QSR
West Development
One, Inc.

7021 1970 0000 0191 2028

CERTIFIED MAIL®



7021 1970 0000 0191 2035

one
LAW APC
1000
Park East, Ste 1000
CA 90067



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2487 06

2. Article Number (Transfer from service label)

7021 1970 0000 0191 2035

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

ured Mail
ured Mail Restricted Delivery
er \$500)

Domestic Return Receipt

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

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

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

Postmark
Here

Urrutia v. QSR
West Development,
LLC

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

See Reverse for Instructions

7021 1970 0000 0191 2035

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

EUREKA FAST FOODS CORP.
5748 KINGSMILL TER
DUBLIN CA 94568



9590 9402 1512 5362 2487 68

2. Article Number (Transfer from service label)

7021 1970 0000 0191 1977

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

9-2

- 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 |
| ☐ Registered Mail | |
| ☐ Registered Mail Restricted Delivery (over \$500) | |

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION ☐ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you. ☒ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: QSR WEST BUILDING, LLC 7011 KOLL CENTER PHWY, STE 150 PLEASANTON CA 94566	COMPLETE THIS SECTION ON DELIVERY A. Signature X B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
2. Article Number (Transfer from service label)  9590 9402 1512 5362 2487 20	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION ☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: _____ EUREKA FORTUNE, INC. 7011 KOLL CENTER PKWY #150 PLEASANTON CA 94566	COMPLETE THIS SECTION ON DELIVERY A. Signature _____ X <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> B. Received by (Printed Name) S. SHARPE </td> <td style="width: 50%; padding: 5px;"> C. Date of Delivery 9-27 </td> </tr> </table> D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below: _____	B. Received by (Printed Name) S. SHARPE	C. Date of Delivery 9-27
B. Received by (Printed Name) S. SHARPE	C. Date of Delivery 9-27		
2. Article Number (Transfer from service label) 7021 1970 0000 0191 1984	3. Service Type <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Registered Mail ☐ Registered Mail Restricted Delivery </td> <td style="width: 50%; vertical-align: top;"> ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery </td> </tr> </table>	☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Registered Mail ☐ Registered Mail Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Registered Mail ☐ Registered Mail Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery		

SENDER: COMPLETE THIS SECTION 1. Article Addressed to: SHAHS OF SHIRAZ, INC. 7011 KOLL CENTER PKWY, #150 PLEASANTON CA 94566	COMPLETE THIS SECTION ON DELIVERY A. Signature ☐ Agent X ☒ Addressee B. Received by (Printed Name) ☐ Date of Delivery C. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
2. Article Number (Transfer from service label) 7021 1970 0000 0191 1946	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

9590 9402 1512 5362 2487 44

2. Article Number (Transfer from service label)

7021 1970 0000 0191 1991

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
YK
☒ 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 Restrict Delivery
☐ Certified Mail Restricted Delivery	☐ Return Receipt for Merchandise
☐ Collect on Delivery	☐ Signature Confirmation
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery

☐ Registered Mail
 (\$500)

☐ Restricted Delivery

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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

Domestic Return Receipt

A. Signature ☐ Agent

X

B. Received by (Printed Name) <i>S. Clark</i>	C. Date of Delivery <i>8-20</i>
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D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

2. Article Number (Transfer from service label)

9590 9402 1512 5362 2487 13



7021 1970 0000 0191 2028

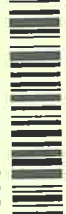
3. Service Type

☐ 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 Restricted Delivery
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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: QSR WEST BUILDING, INC 7011 KOLL CENTER PHWY, STE 150 PLEASANTON CA 94566	COMPLETE THIS SECTION ON DELIVERY A. Signature ☐ Agent X B. Received by (<i>Printed Name</i>) ☐ Address C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
9590 9402 1512 5362 2487 37 	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery ☐ Priority Mail Express®

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: BUNCH OF BULL, INC. 7011 KOLL CENTER PHWY, STE 150 PLEASANTON CA 94566	COMPLETE THIS SECTION ON DELIVERY A. Signature X [Signature] B. Received by (<i>Printed Name</i>) ✓ [Signature] C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
2. Article Number (<i>Transfer from service label</i>) 7021 1970 0000 0191 1953	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 ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

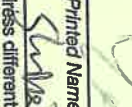


9590 9402 1512 5362 2487 82

PS Form 3811, July 1995 PSN 7530-02-000-9053

Domestic Return Receipt

7021 1970 0000 0191 1940 PS Form 3811, July 2015 PSN 7530-02-000-9053 SENDER: COMPLETE THIS SECTION ☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse so that we can return the card to you. ☐ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: CENTRAL VALLEY FAST FOODS, INC. 7011 KOLL CENTER PKWY, #150 PLEASANTON CA 94566 9590 9402 1512 5362 2487 75 	COMPLETE THIS SECTION ON DELIVERY A. Signature ☐ Agent X ☒ Address B. Received by (Printed Name) <u>Shirley</u> C. Date of Delivery <u>9/24</u> D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:
2. Article Number (Transfer from service label)	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 ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION	
1. Article Addressed to: OSR WEST DEVELOPMENT, LLC 7011 KOLL CENTER HWY, STE 150 PLEASANTON CA 94566	
2. Article Number (Transfer from service label) 702J 197D 0000 0191 2035	
3. 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.	
COMPLETE THIS SECTION ON DELIVERY	
A. Signature X 	
B. Received by (Printed Name) S. Schwartz	
C. Date of Delivery 9/19	
D. Is delivery address different from item 1? ☒ Yes ☐ No If YES, enter delivery address below:	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Priority Mail Express®	
Domestic Return Receipt	

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

Domestic Return Receipt

(over \$500)

EXHIBIT “2”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

TRISHA MONESI
310.712.8014 Direct
Trisha.Monesi@capstonelawyers.com

September 10, 2021

VIA ONLINE SUBMISSION

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

Subject: *Vanessa Dorantez Galicia v. Shahs of Shiraz, 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 SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST, INC.; QSR WEST BUILDING, INC; QSR WEST BUILDING, LLC; QSR WEST DEVELOPMENT ONE, INC.; and/or QSR WEST DEVELOPMENT, LLC. For the purpose of this letter, Ms. Dorantez Galicia collectively refers to these entities as "SHAHS."

The employers may be contacted directly at the addresses below:

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

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

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

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

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

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

EUREKA FAST FOODS CORP.
5748 KINGSMILL TER
DUBLIN CA 94568

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

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

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

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 SHAHS in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SHAHS employed Ms. Dorantez Galicia as a non-exempt, hourly paid Cook from approximately October 2020 to June 2021. Ms. Dorantez Galicia worked for SHAHS at its Burger King restaurant located at 4341 North First St. in Livermore, California. She typically worked nine (9) hours or more per day, six (6) days per week, and approximately 54 hours per week. At the time her employment ended, Ms. Dorantez Galicia was compensated approximately \$14.00 per hour. Her job duties included, without limitation, cleaning food preparation areas, equipment, and the facilities; cooking and preparing food; and washing tableware.

SHAHS has 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©:¹

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

SHAHS OF SHIRAZ, INC.; BUNCH OF BULL, INC.; CENTRAL VALLEY FAST FOODS, INC.; EUREKA FAST FOODS CORP.; EUREKA FORTUNE, INC.; QSR WEST, INC.; QSR WEST BUILDING, INC; QSR WEST DEVELOPMENT ONE, INC. are California corporations, while QSR WEST BUILDING, LLC and QSR WEST DEVELOPMENT, LLC are California limited liability companies. Upon information and belief, SHAHS operate numerous Burger King-branded franchise restaurant locations in California. Upon information and belief, SHAHS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Pleasanton, California, for all non-exempt, hourly paid employees working for SHAHS in California, including Ms. Dorantez Galicia and other aggrieved employees. At all relevant times, SHAHS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Dorantez Galicia and other aggrieved employees, regardless of their location or position.

Upon information and belief, SHAHS maintains a centralized Payroll department at its corporate headquarters in Pleasanton, California, which processes payroll for all non-exempt, hourly paid employees working for SHAHS in California, including Ms. Dorantez Galicia and other aggrieved employees. Further, SHAHS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Dorantez Galicia and other aggrieved employees, irrespective of their location, position, or manner in which each employee's

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 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.

employment ended. In other words, SHAHS 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.

SHAHS 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.

First, during the relevant time period, SHAHS had a company-wide policy and/or practice of discouraging and impeding Ms. Dorantez Galicia and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. On information and belief, this limitation on overtime accrual was based on a company-wide policy of staffing restaurant locations strictly based on the labor hours or labor budget set by corporate. This policy of limiting overtime, coupled with SHAHS’s understaffing policy and assignment of heavy workloads, led Ms. Dorantez Galicia and other aggrieved employees to work off-the-clock before their scheduled shift times in order to complete their assigned tasks. For example, SHAHS’s management would require Ms. Dorantez Galicia to report to work thirty minutes early to allow management to open the door for her before she was able to clock in. On information and belief, SHAHS’s management would also require other aggrieved employees to report to work an hour early and begin cleaning or preparing food before they were permitted to clock in at their scheduled shift start-time. Although SHAHS’s supervisors claimed that they would manually adjust time records to account for such off-the-clock work, on information and belief, they failed to adequately capture Ms. Dorantez Galicia’s and other aggrieved employees’ time spent performing this off-the-clock work. Thus, SHAHS failed to track this time spent working before scheduled shifts, and Ms. Dorantez Galicia and other aggrieved employees received no compensation for this time.

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

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

Moreover, SHAHS had a practice of failing to schedule meal periods, which further caused Ms. Dorantez Galicia and other aggrieved employees to not be relieved of their duties for compliant meal periods. Further, on information and belief, because SHAHS frowned upon employees accruing meal period penalties, SHAHS pressured Ms. Dorantez Galicia and other aggrieved employees to clock out for meal periods, on threat of discipline, and/or adjusted their time records to reflect compliant meal periods, even when they did not receive a compliant meal period, in order to strictly limit meal penalties that SHAHS would otherwise owe. Thus, Ms. Dorantez Galicia and other aggrieved employees performed work during meal periods for which they were not paid.

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

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

SHAHS's failure to pay Ms. 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 stated above, due to SHAHS’s restrictions on overtime accrual, SHAHS systematically failed to record all hours worked and Ms. Dorantez Galicia and other aggrieved employees were forced to work off-the-clock before their scheduled shifts to complete their assigned duties and submit to off-the-clock health screenings. Additionally, as set forth above, due to SHAHS’s uniform practices of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Ms. Dorantez Galicia and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Additionally, as stated above, on information and belief, in order to limit meal penalties that SHAHS would otherwise owe, SHAHS pressured Ms. Dorantez Galicia and other aggrieved employees to clock out for meal periods, on threat of discipline, and/or adjusted employee time records to reflect compliant meal periods.

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

Accordingly, SHAHS regularly failed to pay at least minimum wages to Ms. 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.

As stated, SHAHS had, and continues to have, company-wide policies and/or practices of understaffing pursuant to its labor budget practices, while simultaneously assigning heavy workloads, and failing to schedule meal periods, which resulted in a lack of meal period coverage and prevented

Ms. 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, Ms. Dorantez Galicia was required to work through her meal periods several times per week due to the heavy workload and to meet the restaurant's customer demand. Moreover, Ms. Dorantez Galicia also took her meal periods late, after having worked in excess of six (6) hours or more into her shift, in order to handle the heavy workload, as there would often only be one dedicated cook scheduled per shift.

Additionally, as stated, on information and belief, because SHAHS frowned upon employees accruing meal period penalties, SHAHS's management pressured employees to clock out for meal periods, upon threat of discipline, and/or would adjust Ms. Dorantez Galicia's and other aggrieved employees' time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by SHAHS. For example, at SHAHS's management's direction, Ms. Dorantez Galicia would frequently clock out for her meal period within the first five (5) hours of her shift, but would continue performing work and attempt to take her meal period later in the evening when she finally had coverage.

Also, SHAHS did not provide Ms. Dorantez Galicia and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During her employment, approximately once a week, Ms. Dorantez Galicia worked in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. 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, SHAHS had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. SHAHS 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, SHAHS's meal period waiver form requires employees provide written notice should they wish to revoke the waiver. SHAHS'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 SHAHS required 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 SHAHS's obligation to provide Ms. Dorantez Galicia and aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

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

Furthermore, SHAHS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Dorantez Galicia and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that SHAHS did pay other aggrieved employees for missed, late, and interrupted meal periods, SHAHS did not pay other aggrieved employees at the correct rate of pay for premiums because SHAHS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, SHAHS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. 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).

During the relevant time period, SHAHS 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, SHAHS's policies and/or practices of understaffing and assigning heavy workloads prevented Ms. Dorantez Galicia and other aggrieved

employees from being relieved of all duty in order to take compliant rest periods. SHAHS also failed to schedule rest periods, which, coupled with SHAHS's failure to provide adequate rest period coverage, further led to Ms. Dorantez Galicia and other aggrieved employees not being authorized and permitted to take rest periods.

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

As a result of SHAHS'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 approximately half of her rest periods in order to complete all of the work-related duties SHAHS assigned to her.

SHAHS also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Dorantez Galicia and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that SHAHS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, SHAHS did not pay other aggrieved employees at the correct rate of pay for premiums because SHAHS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, SHAHS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. 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. SHAHS 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, SHAHS has knowingly and intentionally provided Ms. Dorantez Galicia and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SHAHS 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, SHAHS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SHAHS did not record the time Ms. Dorantez Galicia and other aggrieved employees spent working off-the-clock and during deducted time from their meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), SHAHS did not list the correct amount of gross wages and net wages earned by Ms. Dorantez Galicia and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, SHAHS failed to accurately list the total number of the hours worked by Ms. 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 SHAHS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, SHAHS did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). SHAHS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct 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, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the 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 hours worked off-the-clock.

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

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

Ms. 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, SHAHS has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Dorantez Galicia voluntarily resigned on June 1, 2021, but SHAHS did not provide Ms. Dorantez Galicia her final wages until she received a check in the mail on August 16, 2021. Thus, SHAHS failed to pay Ms. Dorantez Galicia her final wages immediately, in violation of Labor Code section 201. Additionally, SHAHS willfully failed to pay Ms. Dorantez Galicia and other aggrieved employees who are no longer employed by SHAHS all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving SHAHS's employ.

Ms. 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 §§ 551 and 552 – Failure to Provide One Day's Rest in Seven

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six hours in any one day thereof.

During the relevant period, SHAHS required Ms. Dorantez Galicia and other aggrieved employees to work eight (8) or more hours per day and seven (7) consecutive days in a workweek. For example, Ms. Dorantez Galicia was required to work approximately fourteen (14) consecutive days. Because Ms. Dorantez Galicia and other aggrieved employees worked over thirty (30) hours per week and over six (6) hours per day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Ms. Dorantez Galicia and other aggrieved employees signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

Thus, SHAHS caused Ms. Dorantez Galicia and other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. 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 § 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)

SHAHS violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5), because SHAHS failed to pay Ms. Dorantez Galicia and other aggrieved employees reporting time pay when they reported to work for their scheduled shifts, but were put to work for less than half of the regular schedule. SHAHS 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. Although Ms. Dorantez Galicia and other aggrieved employees reported to work based on the schedule that SHAHS provided to them, SHAHS 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).

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, on information and belief, SHAHS had a company-wide policy of requiring other aggrieved employees to utilize their own personal vehicles for work purposes, such as to cover shifts at nearby restaurants, but failed to reimburse them for all costs of travel, including mileage. Although SHAHS required other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, SHAHS did not reimburse them for all of their travel expenses.

Second, during the relevant time period, SHAHS required Ms. Dorantez Galicia and other aggrieved employees to wear uniforms bearing the Burger King company logo, including uniform shirts and/or hats. However, SHAHS did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, SHAHS only provided Ms. Dorantez Galicia and other aggrieved employees with three (3) t-shirts and one (1) hat during their employment. Because SHAHS 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 would 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 and incur additional laundry expenses for the upkeep of their uniforms. Thus, SHAHS failed to maintain uniforms they required Ms. Dorantez Galicia and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

SHAHS could have provided Ms. Dorantez Galicia and other aggrieved employees with the actual tools for use on the job, such as company vehicles, as well as an adequate number of uniforms or access to laundering services. Or, SHAHS could have reimbursed employees for the costs of their travel, mileage, and laundering expenses or provided a uniform maintenance allowance. Instead, SHAHS passed these operating costs off onto Ms. 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, SHAHS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. 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.

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

Ms. 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).

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.” SHAHS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Dorantez’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 for herself, all other aggrieved employees, and the State of California against SHAHS for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 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 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:

Trisha K. Monesi
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Trisha Monesi

Copy: SHAHS OF SHIRAZ, INC. (via U.S. Certified Mail); BUNCH OF BULL, INC. (via U.S. Certified Mail); CENTRAL VALLEY FAST FOODS, INC. (via U.S. Certified Mail); EUREKA FAST FOODS CORP. (via U.S. Certified Mail); EUREKA FORTUNE, INC. (via U.S. Certified Mail); QSR WEST ,INC. (via U.S. Certified Mail); QSR WEST BUILDING, INC (via U.S. Certified Mail); QSR WEST BUILDING , LLC (via U.S. Certified Mail); QSR WEST DEVELOPMENT ONE , INC. (via U.S. Certified Mail); QSR WEST DEVELOPMENT, LLC (via U.S. Certified Mail)

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7016 2710 0000 6779 7732

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? If YES, enter delivery address below:

- ☐ Yes
- ☐ No

3. Service Type

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

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

SHAHS OF SHIRAZ, INC.

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

City, State, ZIP+4 PLEASANTON CA 94566

Postmark
Here

Dorantez Galicia v.
Shahs of Shiraz,
Inc.

CERTIFIED MAIL®



7016 2710 0000 6779 7718

one
LAW APC
1000
Park East, Ste 1000
CA 90067



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2490 55

2. Article Number (Transfer from service label)

7016 2710 0000 6779 7718

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

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

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

BUNCH OF BULL, INC.

Street and Apt. No. ☐ PO Box No.

7011 KOLL CENTER PHWY, STE 150

City, State, ZIP+4®

PLEASANTON CA 94566

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

See Reverse for Instructions

Postmark
Here

Dorantez Galicia V.
Bunch of Bull, Inc.

7016 2710 0000 6779 7718



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2490 48

2. Article Number (Transfer from service label)

7016 2710 0000 6779 7725

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®



7016 2710 0000 6779 7725

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

one
LAW APC
7011 Park East, Ste 1000
Pleasanton, CA 94566

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

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

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

See Reverse for Instructions

Postmark
Here

Dorantez Galicia v.
Central Valley Fast
Foods, Inc.

CERTIFIED MAIL®



7016 2710 0000 6779 7701

one

LAW APC

1000
Park East, Ste 1000
CA 90067



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

EUREKA FAST FOODS CORP.
5748 KINGSMILL TER
DUBLIN CA 94568



9590 9402 1512 5362 2490 31

2. Article Number (Transfer from service label)

7016 2710 0000 6779 7701

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

EUREKA FAST FOODS CORP.
Street and Apt. No., or PO Box No.
5748 KINGSMILL TER
City, State, ZIP+4®
DUBLIN CA 94568

Postmark
Here

Dorantez Galina v.
Eureka Fast Foods
Corp.

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

See Reverse for Instructions

CERTIFIED MAIL®



7016 2710 0000 6779 7688

tone

LAW APC

ury Park East, Ste 1000
s, CA 90067

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



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2490 17

2. Article Number (Transfer from service label)

7016 2710 0000 6779 7688

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

EUREKA FORTUNE, INC.

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

7011 KOLL CENTER PKWY #150

City, State, ZIP+4®

PLEASANTON CA 94566

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

See Reverse for Instructions

Postmark
Here

Dorantez Galicia V.
Eureka Fortune,
Inc.

7016 2710 0000 6779 7688

CERTIFIED MAIL®



7016 2710 0000 6779 7695

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



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2490 24

2. Article Number (Transfer from service label)

7016 2710 0000 6779 7695

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

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

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 5.08

Sent To

QSR WEST, INC.

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

City, State, ZIP+4 PLEASANTON CA 94566

Postmark
Here

Dofantez Galicia V
QSR West, Inc.

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

See Reverse for Instructions

CERTIFIED MAIL®



7016 2710 0000 6779 7671

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

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



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2490 00

2. Article Number (Transfer from service label)

7016 2710 0000 6779 7671

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

\$ 6.63

Total Postage and Fees

\$ 8.08

Sent To

QSR WEST BUILDING, INC

7011 KOLL CENTER PHWY, STE 150

PLEASANTON CA 94566

Postmark

Donatoz Galicia v.
QSR West Building,
Inc.

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

See Reverse for Instructions

CERTIFIED MAIL®



7016 2710 0000 6779 7664

tone

LAW APC

1000
Park East, Ste 1000
es, CA 90067

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



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2489 97

2. Article Number (Transfer from service label)

7016 2710 0000 6779 7664

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

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

Postmark
Here

Dorantez Galicia v.
QSR West Building
LLC

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

See Reverse for Instructions

7016 2710 0000 6779 7664



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2489 80

2. Article Number (Transfer from service label)

7016 2710 0000 6779 7657

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®



7016 2710 0000 6779 7657

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

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

QSR WEST DEVELOPMENT ONE, INC.
Street and Apt. No., or PO Box No.
7011 KOLL CENTER PHWY, STE 150
City, State, ZIP+4®
PLEASANTON CA 94566

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

See Reverse for Instructions

Postmark
Here

Domantez Galicia v.
QSR West Development
One, Inc.

tone

LAW APC

ury Park East, Ste 1000
es, CA 90067

CERTIFIED MAIL®



7016 2710 0000 6779 7640

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



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2489 73

2. Article Number (Transfer from service label)

7016 2710 0000 6779 7640

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

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

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.60

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

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

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

Postmark
Here

DeRontez Caligin v.
QSR West Development
LLC

QSR WEST DEVELOPMENT, LLC

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

City, State, ZIP+4®
PLEASANTON CA 94566

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

See Reverse for Instructions

7016 2710 0000 6779 7640

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 1512 5362 2490 00

2. Article Number (Transfer from service label)

7016 2710 0000 6779 7671

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

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

Domestic Return Receipt

PROOF OF SERVICE

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

On **March 15, 2022**, I served the document described as: **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Michael J. O'Connor, Jr. (SBN: 202734)
Michael.OConnor@aalrr.com
Geoffrey D. La Val (SBN: 279987)
Geoffrey.LaVal@aalrr.com
ATKINSON, ANDELSON, LOYA,
RUUD & ROMO
A Professional Law Corporation
4275 Executive Square, Suite 700
La Jolla, CA 92037-1477
Tel.: (858) 485-9526
Fax: (858) 485-9412

Attorneys for Defendants

SHAHS OF SHIRAZ, INC., BUNCH OF
BULL, INC., CENTRAL VALLEY FAST,
FOODS, INC., EUREKA FAST FOODS
CORP., EUREKA FORTUNE, INC.,
QSR WEST INC., QSR WEST BUILDING,
INC., QSR WEST BUILDING, LLC, QSR
WEST DEVELOPMENT ONE, INC., and
QSR WEST DEVELOPMENT, LLC

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

☒ **BY ELECTRONIC FILING:** A true and correct copy of the above-referenced document(s) was electronically served on counsel of record by means of transmitting the document to [File&ServeXpress](#) in accordance with the Court’s Order.

☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **March 15, 2022**, at Los Angeles, California.

Xochitl Tapia

Type/Print Name



Signature