

Bevin Allen Pike (SBN 221936)
Bevin.Pike@capstonelawyers.com
Daniel S. Jonathan (SBN 262209)
Daniel.Jonathan@capstonelawyers.com
Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Claudia Meza

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

22CV402523

Case No.:

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

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

Jury Trial Demanded

CLAUDIA MEZA, as an aggrieved
employee pursuant to the Private
Attorneys General Act (“PAGA”), on
behalf of the State of California and
other non-party Aggrieved
Employees,

Plaintiff,

vs.

CENTRAL COAST
RESTAURANTS, INC., a California
corporation; AKKAM, INC., a
California corporation; AMANAT,
INC., a California corporation;
ANAND, INC., a California
corporation; AV INC., a California
corporation; GOLDEN STATE
CAFE, INC., a California corporation;
NOR-CAL VENTURE GROUP,
INC., a California corporation;
PARIVAR, INC., a California
corporation; RESHAM, INC., a
California corporation; RESHIV,
INC., a California corporation;
VANIL, INC., a California
corporation; VANMEL, INC., a
California corporation; VANSI,
INC., a California corporation;
VARRIS MANAGEMENT, INC., a
California corporation; YADAV

ENTERPRISES, INC., a California
corporation; YADAV, INC., a
California corporation; and DOES 1
through 10, inclusive,

Defendants.

1 Plaintiff Claudia Meza, as an aggrieved employee and on behalf of the State of California
2 and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations of
9 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
11 were committed, as set forth in this complaint, at any time between one year prior to the filing
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in this case on June 24, 2022, until judgment (“non-party Aggrieved Employees”). Plaintiff’s
13 share of civil penalties sought in this action does not exceed \$75,000.
14

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

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

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

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

THE PARTIES

6. Plaintiff Claudia Meza is a resident of Morgan Hill, in Santa Clara County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately September 2019 to April 2022. Plaintiff worked for Defendants as a Cook at their Jack in the Box restaurant in Morgan Hill, California. Plaintiff typically worked eight (8) or more hours per day and five (5) or more days per week. At the time Plaintiff's employment with Defendants ended, she was compensated approximately \$15.30 per hour. Plaintiff's job duties included, without limitation, cooking, frying, and preparing food; stocking supplies; reporting inventory; and cleaning the kitchen.

7. CENTRAL COAST RESTAURANTS, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California.

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

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

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

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

4 12. GOLDEN STATE CAFE, 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, the State of California.

7 13. NOR-CAL VENTURE GROUP, INC. was and is, upon information and belief,
8 a California corporation, and at all times hereinafter mentioned, an employer whose employees
9 are engaged throughout this county, the State of California.

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

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

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

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

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

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

28 20. VARRIS MANAGEMENT, INC. was and is, upon information and belief, a

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

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

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

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

13 24. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
14 were the partners, agents, owners, or managers of CENTRAL COAST RESTAURANTS, INC.;
15 AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; GOLDEN STATE CAFE, INC.;
16 NOR-CAL VENTURE GROUP, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.;
17 VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV
18 ENTERPRISES, INC.; and YADAV, INC., at all relevant times.

19 25. Plaintiff is informed and believes, and thereon alleges, that each and all of the
20 acts and omissions alleged herein was performed by, or is attributable to, CENTRAL COAST
21 RESTAURANTS, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.;
22 GOLDEN STATE CAFE, INC.; NOR-CAL VENTURE GROUP, INC.; PARIVAR, INC.;
23 RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS
24 MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and YADAV, INC.; and/or DOES 1
25 through 10 (collectively, "Defendants" or "CENTRAL COAST"), each acting as the agent,
26 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
27 Defendants and was acting within the course and scope of such agency, employment, joint
28 venture, or concerted activity with legal authority to act on the others' behalf. The acts of any

1 and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

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

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

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

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

Employees;

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

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

31. CENTRAL COAST RESTAURANTS, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; GOLDEN STATE CAFE, INC.; NOR-CAL VENTURE GROUP, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and YADAV, INC.; and/or DOES 1 through 10 are therefore alter egos of each other.

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

33. Plaintiff further alleges, upon information and belief, that the Defendants CENTRAL COAST RESTAURANTS, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; GOLDEN STATE CAFE, INC.; NOR-CAL VENTURE GROUP, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and YADAV, INC. are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), CENTRAL COAST RESTAURANTS, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; GOLDEN STATE CAFE, INC.; NOR-CAL VENTURE GROUP, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and YADAV, INC. have the same principal office address and mailing address, "3550 MOWRY AVE [SUITE] 301, FREMONT, CA 94538";
- (b) According to their most recent "Statement of Information" forms filed with the California Secretary of State CENTRAL COAST RESTAURANTS, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; GOLDEN STATE CAFE, INC.; NOR-CAL VENTURE GROUP, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and YADAV, INC. share the same officers and/or directors, including, but not limited to, Anil Yadav, who serves as Chief Executive Officer, Secretary, Chief Financial Officer, and Director;
- (c) According to the California Secretary of State's website, CENTRAL COAST RESTAURANTS, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; GOLDEN STATE CAFE, INC.; NOR-CAL VENTURE GROUP, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and YADAV, INC. share the same agent for service of process, Anil [S.] Yadav; and
- (d) On information and belief, CENTRAL COAST RESTAURANTS, INC.;

AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; GOLDEN STATE CAFE, INC.; NOR-CAL VENTURE GROUP, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and YADAV, INC. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

34. Defendants own and operate approximately 73 Jack in the Box restaurant locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in Fremont, California, for all non-exempt, hourly paid employees working for Defendants in 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.

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

36. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters in Fremont, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations and jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner

1 throughout the State of California, regardless of the manner in which each employee's
2 employment ends.

3 37. Defendants continue to employ non-exempt or hourly paid employees in
4 California.

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

9 39. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
10 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
11 were not recorded.

12 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 receive certain wages for overtime compensation and that they were not receiving certain wages
15 for overtime compensation.

16 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that other non-party Aggrieved Employees were entitled to be paid at a
18 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest
19 period premiums, that included as eligible income all remuneration required by law, including
20 but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other
21 forms of compensation, but failed to include all forms of remuneration in calculating the regular
22 rate of pay for other non-party Aggrieved Employees.

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

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

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

18 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 receive complete and accurate wage statements in accordance with California law. In violation
21 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
22 provided complete and accurate wage statements.

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

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

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

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

11 49. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
13 suitable resting facilities to cease work and recover during meal or rest periods, but failed to
14 provide suitable resting facilities.

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

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

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

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

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

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

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

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

1 penalties to which the employee may be entitled.

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

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

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

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

21 57. On June 24, 2022, Plaintiff provided written notice by online filing to the LWDA
22 and by certified mail to Defendants of the specific provisions of the California Labor Code
23 alleged to have been violated, including facts and theories to support the alleged violations, in
24 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
25 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
26 Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA
27 Case Number LWDA-CM-891308-22. A true and correct copy of Plaintiff's written notice to
28 the LWDA and Defendants dated June 24, 2022, is attached hereto as "Exhibit 1."

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

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

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

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

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

63. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

FIRST CAUSE OF ACTION

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

(Against all Defendants)

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

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

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

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants’ failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay, as set forth below;
- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants’ failure to include all forms of remuneration in the “regular rate” of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to other non-party Aggrieved Employees, as set forth below;

- 1 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the
2 applicable IWC Wage Order for Defendants' failure to compensate
3 Plaintiff and other non-party Aggrieved Employees with at least
4 minimum wages for all hours worked, as set forth below;
- 5 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
6 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
7 and other non-party Aggrieved Employees with meal periods, as set forth
8 below;
- 9 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
10 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
11 and other non-party Aggrieved Employees to take rest periods, as set forth
12 below;
- 13 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
14 IWC Wage Order for failure to provide accurate and complete wage
15 statements to Plaintiff and other non-party Aggrieved Employees, as set
16 forth below;
- 17 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
18 IWC Wage Order for failure to maintain payroll records, as set forth
19 below;
- 20 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
21 during employment, as set forth below;
- 22 (i) Violation of Labor Code section 201 and 202 for failure to pay all earned
23 wages upon termination, as set forth below;
- 24 (j) Violation of Labor Code section 1198 and the applicable IWC Wage
25 Order for failure to provide suitable resting facilities to Plaintiff and other
26 non-party Aggrieved Employees, as set forth below; and
- 27 (k) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
28 and other non-party Aggrieved Employees for all business expenses

necessarily incurred, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

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

68. 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.

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

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

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

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

7 73. First, during the relevant period, Defendants had, and continue to have, a
8 company-wide policy and/or practice of requiring Plaintiff and other non-party Aggrieved
9 Employees to perform tasks off-the-clock before and after their scheduled shifts. Defendants
10 implemented a timekeeping system that prevented employees from clocking in before their
11 scheduled shifts so that they were prohibited from recording time worked prior to the start of
12 their scheduled shifts. Consequently, on information and belief, Plaintiff and other non-party
13 Aggrieved Employees performed work prior to the start of their shifts, but were unable to record
14 this time. For example, Plaintiff was sometimes called in to report to work earlier than her usual
15 shift start time, but would be required to wait approximately five (5) minutes each time for a
16 manager to authorize her to clock in earlier, because the timekeeping system did not allow her
17 to clock in prior to her scheduled shift start time. Additionally, Defendants' supervisors
18 contacted Plaintiff on her personal cellular phone about work-related matters on days she was
19 not scheduled to work, approximately four (4) times per month for about five (5) minutes per
20 instance, but did not compensate her for this time. Thus, Defendants failed to track the time
21 Plaintiff and other non-party Aggrieved Employees spent working before and after their
22 scheduled shifts, and Plaintiff and other non-party Aggrieved Employees received no
23 compensation for this time.

24 74. Second, on information and belief, Defendants had, and continue to have, a
25 company-wide policy and/or practice of strictly staffing their restaurant locations based on the
26 labor hours allocated by corporate for each location. On information and belief, Defendants'
27 uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing
28 and a failure to provide Plaintiff and other non-party Aggrieved Employees with adequate meal

1 period coverage, because there were too few employees on duty to handle the workload and
2 attend to customers. Furthermore, Defendants had a company-wide practice of failing to
3 schedule meal periods, which further caused Plaintiff and other non-party Aggrieved Employees
4 to not be relieved of their duties for compliant meal periods. For example, Plaintiff would
5 regularly miss her meal period entirely to meet the demands of her workload due to the
6 understaffing and lack of meal period coverage. For the same reasons, Plaintiff would regularly
7 have her meal periods interrupted and/or shortened to provide immediate assistance to the
8 kitchen area during her meal periods. Consequently, Plaintiff and other non-party Aggrieved
9 Employees were required to work through and/or had their unpaid meal periods interrupted to
10 complete their assigned workloads.

11 75. Third, on information and belief, because Defendants frowned upon employees
12 accruing meal period penalties, Defendants pressured Plaintiff and other non-party Aggrieved
13 Employees to clock out for meal periods to reflect compliant meal periods, regardless of whether
14 they had received a compliant meal period or not, in order to strictly limit meal penalties that
15 Defendants would otherwise owe. Thus, Plaintiff and other non-party Aggrieved Employees
16 performed work during meal periods for which they were not paid.

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

25 77. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
26 correct overtime rates for the recorded overtime hours that they generated. In addition to an
27 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
28 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the

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

6 78. Defendants' failure to pay Plaintiff 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. Plaintiff 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 79. 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 as "the time during which
17 an employee is subject to the control of an employer, and includes all the time the employee is
18 suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8,
19 § 11050(2)(K) (defining "Hours Worked").

20 80. As set forth above, as a result of Defendants' implementation of a timekeeping
21 system that prevented employees from clocking in until their scheduled shifts, Plaintiff and
22 other non-party Aggrieved Employees were prevented from recording time worked prior to the
23 start of their scheduled shifts, and thus were not paid for this time. Additionally, as stated,
24 Plaintiff would be contacted by Defendants' supervisors on her personal cellular phone about
25 work-related matters off-the-clock, but was not compensated for this time worked.
26 Furthermore, as set forth above, on information and belief, due to Defendants' uniform practice
27 of utilizing labor budgets, resultant understaffing, assignment of heavy workloads, lack of meal
28 period coverage, and failure to schedule meal periods, Plaintiff and other non-party Aggrieved

1 Employees were impeded from taking all uninterrupted meal periods to which they were entitled
2 and were required to work off-the-clock.

3 81. Moreover, as stated, in order to prevent employees from accruing meal period
4 penalties, Defendants' management pressured Plaintiff and other non-party Aggrieved
5 Employees to clock out for meal periods, but required them to continue working, time for which
6 they were not paid. Thus, Defendants systematically failed to pay Plaintiff and other non-party
7 Aggrieved Employees for actual hours worked during unpaid meal periods because these hours
8 were not always correctly recorded.

9 82. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
10 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
11 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
12 those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194,
13 1197, and 1198.

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

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

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

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

1 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

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

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

11 88. As set forth above, on information and belief, Defendants had, and continue to
12 have, a company-wide policy and/or practice of understaffing locations due to labor budgeting
13 which, combined with the assignment of heavy workloads and a failure to schedule meal
14 periods, has resulted in a lack of meal period coverage. Thus, Plaintiff and other non-party
15 Aggrieved Employees missed their meal periods entirely, had their meal periods cut short to
16 return to work, or waited extended periods of time before taking meal periods.

17 89. Furthermore, as set forth above, because Defendants frowned upon employees
18 accruing meal period penalties, Defendants' management pressured Plaintiff and other non-
19 party Aggrieved Employees to clock out for meal periods to reflect compliant meal periods,
20 regardless of whether they had received a compliant meal period, in order to strictly limit meal
21 penalties that would need to be paid by Defendants. For example, Plaintiff was required to
22 clock out for her meal period to record that she had received compliant meal periods on shifts
23 when she had not, in fact, received these timely meal periods.

24 90. As a result, Plaintiff and other non-party Aggrieved Employees had to work in
25 excess of five (5) hours before taking a meal period and, at times, had their meal periods cut
26 short and/or had to forgo their meal periods altogether. For example, Plaintiff missed her meal
27 periods altogether and/or had her meal periods interrupted or cut short regularly because the
28 restaurant was severely understaffed, and employees were forced to work through or return early

1 from meal periods in order to continue their duties. Additionally, Plaintiff frequently took her
2 meal periods late, after the end of her fifth hour of work, in order to fulfill her kitchen duties.

3 91. Moreover, Defendants did not provide other non-party Aggrieved Employees
4 with second 30-minute meal periods on days that they worked in excess of 10 hours in one day.
5 Plaintiff 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. At all times mentioned herein, Defendants knew or should have known that as a
8 result of their policies, Plaintiff and other non-party Aggrieved Employees were not actually
9 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or
10 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees
11 meal period premiums when meal periods were late, interrupted, shortened, or missed.

12 93. Furthermore, Defendants engaged in a company-wide practice and/or policy of
13 not paying all meal period premiums owed when compliant meal periods are not provided.
14 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have
15 not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the
16 extent that Defendants did pay other non-party Aggrieved Employees premium pay for missed,
17 late, and interrupted meal periods, Defendants did not pay other non-party Aggrieved
18 Employees the correct rate of pay for premiums because Defendant systematically failed to
19 include all forms of compensation such as incentive pay and/or nondiscretionary bonuses,
20 and/or other forms of remuneration, in the regular rate of pay.

21 94. Defendants' conduct violates the applicable IWC Wage Order, and California
22 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
23 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
24 and/or 2699(a), (f), and (g).

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

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

27 95. At all relevant times herein set forth, the applicable IWC Wage Order and
28 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other

1 non-party Aggrieved Employees' employment by Defendants.

2 96. At all relevant times, the applicable IWC Wage Order provides that "[e]very
3 employer shall authorize and permit all employees to take rest periods, which insofar as
4 practicable shall be in the middle of each work period" and that the "rest period time shall be
5 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
6 hours or major fraction thereof" unless the total daily work time is less than three and one-half
7 (3 ½) hours.

8 97. At all relevant times, California Labor Code section 226.7 provides that no
9 employer shall require an employee to work during any rest period mandated by an applicable
10 order of the California IWC. To comply with its obligation to authorize and permit rest periods
11 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
12 must "relinquish any control over how employees spend their break time, and relieve their
13 employees of all duties—including the obligation that an employee remain on call. A rest
14 period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
15 257, 269-270 (2016).

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

20 99. During the relevant time period, Defendants regularly failed to authorize and
21 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
22 per each four (4) hour period worked or major fraction thereof. As with meal periods,
23 Defendants' company-wide policies and/or practices of labor budgeting, understaffing, and
24 assigning heavy workloads, resulted in a lack of rest period coverage and prevented Plaintiff
25 and other non-party Aggrieved Employees from being relieved of all duty to take their rest
26 periods. Additionally, Defendants failed to schedule rest periods, which, coupled with
27 Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and other
28 non-party Aggrieved Employees not being authorized and permitted to take rest periods.

1 100. Furthermore, upon information and belief, Defendants maintained a company-
2 wide on-premises rest period policy, which effectively required that Plaintiff and other non-
3 party Aggrieved Employees remain on or near the work premises during their rest periods.
4 Because Plaintiff and other non-party Aggrieved Employees were restricted from leaving the
5 premises during rest periods, they were denied the ability to use their rest periods freely for their
6 own purposes, such as running personal errands. Thus, Defendants effectively maintained
7 control over Plaintiff and other non-party Aggrieved Employees during rest periods.

8 101. As a result of Defendants' practices and policies, Plaintiff 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 missed her rest periods at least three (3) times per week and had
12 a rest period interrupted once per week because of the heavy workload and lack of coverage.

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

22 103. Accordingly, Defendants failed to authorize and permit all compliant rest periods
23 and failed to pay the full rest period premiums due. Defendants' conduct violates the applicable
24 IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and other
25 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
26 Labor Code sections 558 and/or 2699(a), (f), and (g).

27 ///

28 ///

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

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

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

8 105. During the relevant time period, Defendants have knowingly and intentionally
9 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
10 inaccurate wage statements. For example, Defendants issued uniform wage statements to
11 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
12 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
13 the pay period, including rates of pay for overtime wages and/or meal and rest period premiums,
14 and the corresponding number of hours worked at each hourly rate. Specifically, Defendants
15 violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

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

26 107. Additionally, because Defendants did not calculate other non-party Aggrieved
27 Employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal
28 and rest period premiums, Defendants did not list the correct amount of gross wages in

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

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

13 109. California Labor Code section 1174(d) provides that “[e]very person employing
14 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
15 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
16 plants or establishments at which employees are employed, payroll records showing the hours
17 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
18 applicable piece rate paid to, employees employed at the respective plants or
19 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
20 civil penalty if they fail to maintain accurate and complete records as required by section
21 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
22 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party
23 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
24 result of failing to record the off-the-clock hours that they worked.

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

1 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
2 are required to keep accurate time records showing when the employee begins and ends each
3 work period and meal period. During the relevant time period, Defendants engaged in company-
4 wide practices and/or policies of failing to record actual hours worked (including falsifying time
5 records by recording that compliant meal periods were taken regardless of if or when meal
6 periods were actually taken), and thereby failed to keep accurate records of work period and
7 meal period start and stop times for Plaintiff and other non-party Aggrieved Employees, in
8 violation of section 1198. Furthermore, in light of Defendants’ failure to provide other non-
9 party Aggrieved Employees with second 30-minute meal periods to which they were entitled,
10 Defendants kept no records of meal start and end times for second meal periods.

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

14 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

15 **VIOLATION OF LABOR CODE SECTION 204**

16 112. At all relevant times herein set forth, California Labor Code section 204 requires
17 that all wages earned by any person in any employment between the 1st and the 15th days,
18 inclusive, of any calendar month, other than those wages due upon termination of an employee,
19 are due and payable between the 16th and the 26th day of the month during which the labor was
20 performed. Labor Code section 204 further provides that all wages earned by any person in any
21 employment between the 16th and the last day, inclusive, of any calendar month, other than
22 those wages due upon termination of an employee, are due and payable between the 1st and the
23 10th day of the following month.

24 113. At all relevant times herein, California Labor Code section 204 also requires that
25 all wages earned for labor in excess of the normal work period shall be paid no later than the
26 payday for the next regular payroll period. Alternatively, at all relevant times herein, Labor
27 Code section 204 provides that the requirements of this section are deemed satisfied by the
28 payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more

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

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

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

8 **FAILURE TO PAY WAGES UPON TERMINATION**

9 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

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

17 117. On information and belief, Defendant has a company-wide practice or policy of
18 paying departing employees their final wages on the next regular pay cycle, instead of adhering
19 to the time requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff
20 was terminated over the phone on April 13, 2022; however, she did not receive all of her final
21 wages until she was told to pick up a check on June 7, 2022. Thus, Defendant failed to pay
22 Plaintiff her final wages immediately, in violation of California Labor Code section 201.

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

28 119. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees

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

6 **FAILURE TO PROVIDE SUITABLE RESTING FACILITIES**
7 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
8 **REGULATIONS, TITLE 8, SECTION 11050(13)(B)**

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

17 121. Defendants' California restaurants are generally similar in their layout and
18 design and there was, and continues to be, space that allows for a resting facility that employees
19 may use to cease work and recover during meal or rest periods. Defendants could have provided
20 Plaintiff and other non-party Aggrieved Employees with a resting facility within their
21 restaurants, with reasonable or no modification, but instead denied, and continue to deny,
22 employees suitable areas to rest (e.g., a breakroom). As a result, Plaintiff and other non-party
23 Aggrieved Employees were forced to adjust to areas not conducive to resting, such as facilities
24 outside of the restaurant which are not designated or reserved for their rest, such as a storage
25 area that had one desk and one chair.

26 122. Defendants did not provide Plaintiff and other non-party Aggrieved Employees
27 with suitable resting facilities during their work hours, particularly during meal or rest periods.
28 In other words, during the times when Plaintiff and other non-party Aggrieved Employees were

1 legally allowed to forgo assigned tasks, as in during a meal or rest period, Defendants denied
2 them any area within their restaurants to cease work and recover. Moreover, Defendants did
3 not inform Plaintiff and other non-party Aggrieved Employees of their rights to suitable resting
4 facilities under California law.

5 123. As a result of Defendants' company-wide policy and/or practice of denying
6 employees any area to rest within their restaurants and company-wide failure to provide resting
7 facilities in their restaurants, Plaintiff and other non-party Aggrieved Employees were forced to
8 adjust to areas not conducive to resting or search for facilities outside their restaurants to cease
9 work and recover. Defendants' failure to provide suitable resting facilities to Plaintiff and other
10 non-party Aggrieved Employees violates California Labor Code section 1198 and IWC Wage
11 Order No. 5-2001, subdivision 13(B).

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

14 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

15 **VIOLATION OF LABOR CODE SECTION 2802**

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

1 126. First, during the relevant time period, Defendants, on a company-wide basis,
2 required that Plaintiff and other non-party Aggrieved Employees use their own personal mobile
3 devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job
4 duties, but failed to reimburse them for the costs of their work-related mobile device expenses.
5 For example, Plaintiff and other non-party Aggrieved Employees were required to use their
6 personal mobile devices to communicate with management regarding work assignments,
7 scheduling, and inventory. Although Defendants required Plaintiff and other non-party
8 Aggrieved Employees to utilize their personal mobile devices and/or mobile data to carry out
9 their work-related responsibilities, Defendants failed to reimburse them for this cost.

10 127. Second, during the relevant time period, Defendants required Plaintiff and other
11 non-party Aggrieved Employees to purchase supplies and equipment necessary for the
12 performance of their duties, but failed to reimburse them for their out-of-pocket costs. For
13 example, Plaintiff spent approximately \$40-\$60 on gloves and oven cleaner, because
14 Defendants failed to provide her with the necessary supplies and/or equipment to carry out her
15 job duties. Although Defendants required Plaintiff and other non-party Aggrieved Employees
16 to purchase supplies and equipment to carry out their work-related responsibilities, Defendants
17 failed to reimburse them for their out-of-pocket costs.

18 128. Third, during the relevant time period, Defendants expected Plaintiff and other
19 non-party Aggrieved Employees to report to work in clean and presentable red and black
20 uniforms bearing the Jack in the Box company logo and name, including a company shirt, an
21 apron, and a hat, but failed to provide Plaintiff and other non-party Aggrieved Employees with
22 uniform laundering services or reimburse them for cleaning expenses incurred. For example,
23 due to the nature of restaurant work, Plaintiff's and other non-party Aggrieved Employees'
24 uniform items would become stained with grease, sweaty, soiled, and/or acquire an unpleasant
25 odor such that they were unable to mix these clothes in with other laundry. As a result, Plaintiff
26 had to wash her uniform items separately from her regular clothing, thus incurring additional
27 laundry expenses for the upkeep of her uniforms. Thus, Defendants failed to maintain uniforms
28 they required Plaintiff and other non-party Aggrieved Employees to wear during their shifts and

1 forced them to incur the cost of maintaining employee uniforms.

2 129. Defendants could have provided Plaintiff and other non-party Aggrieved
3 Employees with the actual equipment for use on the job, such as company mobile devices,
4 supplies and equipment, and access to laundering services. Or, Defendants could have
5 reimbursed employees for their mobile device usage, supplies and equipment, and laundering
6 expenses or provided a uniform maintenance allowance. Instead, Defendants passed these
7 operating costs off onto Plaintiff and other non-party Aggrieved Employees. At all relevant
8 times, Plaintiff did not earn at least two (2) times the minimum wage.

9 130. Defendants' company-wide policy and/or practice of not reimbursing employees
10 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-
11 party Aggrieved Employees violates California Labor Code section 2802. Plaintiff and other
12 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
13 Labor Code sections 2699(a), (f), and (g).

14 **REQUEST FOR JURY TRIAL**

15 Plaintiff requests a trial by jury.

16 **PRAYER FOR RELIEF**

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

19 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
20 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

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

22 2. That the Court declare, adjudge and decree that Defendants violated the
23 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
24 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
25 (by failing to include all forms of remuneration in the "regular rate" of pay for purposes of
26 paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and 1198
27 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, 1198 (by
28 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all

1 rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and
2 maintain accurate payroll records); 204 (by failing to timely pay all earned wages during
3 employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 1198
4 and the applicable IWC Wage Order (by failing to provide suitable resting facilities); and 2802
5 (by failing to reimburse business expenses).

6 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
7 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,
8 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

9 4. For attorneys' fees and costs pursuant to California Labor Code section
10 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
11 Labor Code sections 201, 202, 204, 226(a), 226.7, 3, 510, 512(a), 516, 1174(d), 1182.12, 1194,
12 1197, 1198, and 2802;

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

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

16
17 Dated: August 29, 2022

Respectfully submitted,

Capstone Law APC

19
20 By: 

21 Bevin Allen Pike
22 Daniel S. Jonathan
23 Trisha K. Monesi

24 Attorneys for Plaintiff Claudia Meza
25
26
27
28

EXHIBIT “1”



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

SAIRAH BUDHWANI
310.929.5455 Direct
Sairah.Budhwani@capstonelawyers.com

June 24, 2022

VIA ONLINE SUBMISSION

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

Subject: *Claudia Meza v. Central Coast Restaurants, Inc., et al.*

Dear PAGA Administrator:

This office represents Claudia Meza in connection with her claims under the California Labor Code. Ms. Meza was an employee of CENTRAL COAST RESTAURANTS, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; GOLDEN STATE CAFE, INC.; NOR-CAL VENTURE GROUP, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and/or YADAV, INC. For the purpose of this letter, Ms. Meza collectively refers to these entities as "CENTRAL COAST."

The employers may be contacted directly at the addresses below:

CENTRAL COAST RESTAURANTS, INC.	RESHAM, INC.
3550 MOWRY AVE, SUITE 301	3550 MOWRY AVE, SUITE 301
FREMONT CA 94538	FREMONT, CA 94538
AKKAM, INC.	RESHIV, INC.
3550 MOWRY AVE., SUITE 301	3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538	FREMONT, CA 94538
AMANAT, INC.	VANIL, INC.
3550 MOWRY AVE, SUITE 301	3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538	FREMONT, CA 94538
ANAND, INC.	VANMEL, INC.
3550 MOWRY AVE., SUITE 301	3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538	FREMONT, CA 94538

AV INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

VANSH, INC.
3550 MOWRY AVE. SUITE 301
FREMONT, CA 94538

GOLDEN STATE CAFE, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

VARRIS MANAGEMENT, INC.
3550 MOWRY AVE. SUITE 301
FREMONT CA 94538

NOR-CAL VENTURE GROUP, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538

YADAV ENTERPRISES, INC.
3550 MOWRY AVE. SUITE 301
FREMONT CA 94538

PARIVAR, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

YADAV, INC.
3550 MOWRY AVE. SUITE 301
FREMONT, CA 94538

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

CENTRAL COAST employed Ms. Meza as an hourly paid, non-exempt employee from approximately September 2019 to April 2022. Ms. Meza worked for CENTRAL COAST as a Cook at its Jack in the Box location in Morgan Hill, California. During her employment, Ms. Meza typically worked eight (8) or more hours per day and five (5) or more days per week. At the time Ms. Meza's employment with CENTRAL COAST ended, she earned \$15.30 per hour. Her job duties included, without limitation, cooking, frying, and preparing food; lifting food packages of 50 pounds; reporting inventory; and cleaning the kitchen.

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

CENTRAL COAST's Company-Wide and Uniform Payroll and HR Practices

CENTRAL COAST RESTAURANTS, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; GOLDEN STATE CAFE, INC.; NOR-CAL VENTURE GROUP, INC.; PARIVAR, INC.;

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

RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and YADAV, INC. are California corporations. Together, they operate at least 21 Jack in the Box restaurants in California. Upon information and belief, CENTRAL COAST maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Fremont, California for all non-exempt, hourly paid employees working for CENTRAL COAST in California, including Ms. Meza and other aggrieved employees. At all relevant times, CENTRAL COAST issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Meza and other aggrieved employees, regardless of its location or position.

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

CENTRAL COAST willfully failed to pay all overtime wages owed to Ms. Meza and other aggrieved employees. During the relevant time period, Ms. Meza 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, CENTRAL COAST had, and continues to have, a company-wide policy and/or practice of requiring Ms. Meza and other aggrieved employees to perform tasks off-the-clock before and after their scheduled shifts. Indeed, CENTRAL COAST implemented a timekeeping system that prevented employees from clocking in before their scheduled shifts so that they were prohibited from recording time worked prior to the start of their scheduled shifts. Consequently, on information and belief, Ms. Meza and other aggrieved employees performed work prior to the start of their shifts, but were unable to record this time. For example, Ms. Meza was sometimes called in to report to work earlier than her usual shift start time, but would be required to wait approximately five (5) minutes each time for a manager to authorize her to clock in earlier, because the timekeeping system did not allow her to clock in prior to her scheduled shift start time. Additionally, CENTRAL COAST's supervisors contacted Ms. Meza on her personal cellular phone

about work-related matters on days she was not scheduled to work, approximately four (4) times per month for about five (5) minutes per instance, but did not compensate her for this time. Thus, CENTRAL COAST failed to track the time Ms. Meza and other aggrieved employees spent working before and after their scheduled shifts, and Ms. Meza and other aggrieved employees received no compensation for this time.

Second, on information and belief, CENTRAL COAST had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours allocated by corporate for each location. On information and belief, CENTRAL COAST's uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide Ms. Meza and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Furthermore, CENTRAL COAST had a company-wide practice of failing to schedule meal periods, which further caused Ms. Meza and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Meza would regularly miss her meal period entirely to meet the demands of her workload due to the understaffing and lack of meal period coverage. For the same reasons, Ms. Meza would regularly have her meal periods interrupted and/or shortened to provide immediate assistance to the kitchen area during her meal periods. Consequently, Ms. Meza and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted to complete their assigned workloads.

Third, on information and belief, because CENTRAL COAST frowned upon employees accruing meal period penalties, CENTRAL COAST pressured Ms. Meza and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that CENTRAL COAST would otherwise owe. Consequently, Ms. Meza and other aggrieved employees performed work during meal periods for which they were not paid.

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

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

CENTRAL COAST's failure to pay Ms. Meza 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. Meza 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 CENTRAL COAST's implementation of a timekeeping system that prevented employees from clocking in until their scheduled shifts, Ms. Meza and other aggrieved employees were prevented from recording time worked prior to the start of their scheduled shifts, and thus were not paid for this time. Additionally, as stated, Ms. Meza would be contacted by CENTRAL COAST's supervisors on her personal cellular phone about work-related matters off-the-clock, but was not compensated for this time worked. Furthermore, as set forth above, on information and belief, due to CENTRAL COAST's uniform practice of utilizing labor budgets, resultant understaffing, assignment of heavy workloads, lack of meal period coverage, and failure to schedule meal periods, Ms. Meza and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock.

Moreover, as stated, in order to prevent employees from accruing meal period penalties, CENTRAL COAST's management pressured Ms. Meza and other aggrieved employees to clock out for meal periods, but required them to continue working, time for which they were not paid. Thus, CENTRAL COAST systematically failed to pay Ms. Meza and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, CENTRAL COAST did not pay at least minimum wages for all hours worked by Ms. Meza and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CENTRAL COAST 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, CENTRAL COAST regularly failed to pay at least minimum wages to Ms. Meza 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. Meza and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not

require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

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

As stated above, on information and belief, CENTRAL COAST had, and continues to have, a company-wide policy and/or practice of understaffing locations due to labor budgeting, which, combined with the assignment of heavy workloads and a failure to schedule meal periods, has resulted in a lack of meal period coverage. Thus, Ms. Meza and other aggrieved employees missed their meal periods entirely, had their meal periods cut short to return to work, or waited extended periods of time before taking meal periods.

Furthermore, as stated, because CENTRAL COAST frowned upon employees accruing meal period penalties, CENTRAL COAST's management pressured Ms. Meza and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that would need to be paid by CENTRAL COAST. For example, Ms. Meza was required to clock out for her meal period to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely meal periods.

As a result, Ms. Meza and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods cut short and/or had to forgo their meal periods altogether. For example, Ms. Meza missed her meal periods altogether and/or had her meal periods interrupted or cut short regularly because the restaurant was severely understaffed, and employees were forced to work through or return early from meal periods in order to continue their duties. Additionally, Ms. Meza frequently took her meal periods late, after the end of her fifth hour of work, in order to fulfill her kitchen duties.

Moreover, CENTRAL COAST did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Meza 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.

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

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

Furthermore, upon information and belief, CENTRAL COAST maintained a company-wide on-premises rest period policy, which mandated that Ms. Meza and/or other aggrieved employees remain on CENTRAL COAST's premises during their rest periods. Because Ms. Meza and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands.

Thus, CENTRAL COAST effectively maintained control over Ms. Meza and/or other aggrieved employees during rest periods.

As a result, Ms. Meza and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods to which they were entitled. For example, Ms. Meza missed her rest periods at least three (3) times per week and had a rest period interrupted once per week because of the heavy workload and lack of coverage.

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

Because CENTRAL COAST did not record the time Ms. Meza and other aggrieved employees spent working off-the-clock and deducted time from their meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), CENTRAL COAST did not list the

correct amount of gross wages and net wages earned by Ms. Meza and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CENTRAL COAST failed to accurately list the total number of hours worked by Ms. Meza 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).

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

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

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

Because CENTRAL COAST failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Meza 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. Meza 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. Meza 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, CENTRAL COAST failed to pay Ms. Meza 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. Meza 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 and 202 – Failure to Timely Pay Final Wages Upon Termination

California 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.

On information and belief, CENTRAL COAST 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. Meza was terminated over the phone on April 13, 2022; however, she did not receive all of her final wages until she was

told to pick up a check on June 7, 2022. Thus, CENTRAL COAST failed to pay Ms. Meza her final wages immediately, in violation of California Labor Code section 201.

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

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

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

CENTRAL COAST's California restaurants are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. CENTRAL COAST could have provided Ms. Meza and other aggrieved employees with a resting facility within its restaurants, with reasonable or no modification, but instead denied, and continues to deny, employees suitable areas to rest (e.g., a breakroom). As a result, Ms. Meza and other aggrieved employees were forced to adjust to areas not conducive to resting, and which are not designated or reserved for their rest, such as a storage area that had one desk and one chair.

CENTRAL COAST did not provide Ms. Meza and other aggrieved employees with suitable resting facilities during their work hours, particularly during rest or meal periods. In other words, during the times when Ms. Meza and other aggrieved employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, CENTRAL COAST denied them any area within its restaurants to cease work and recover. Moreover, CENTRAL COAST did not inform Ms. Meza and other aggrieved employees of their rights to suitable resting facilities under California law.

As a result of CENTRAL COAST's company-wide policy and/or practice of denying employees any area to rest within its restaurants and company-wide failure to provide resting facilities in its restaurants, Ms. Meza and other aggrieved employees were forced to adjust to areas not conducive to resting or search for facilities outside their restaurants to cease work and recover. CENTRAL COAST's failure to provide suitable resting facilities to Ms. Meza and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 13(B).

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

Violation of California Labor Code § 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.” IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, during the relevant time period, CENTRAL COAST had a company-wide policy of requiring Ms. Meza and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, to carry out their job duties, but CENTRAL COAST failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Meza and other aggrieved employees were required to use their personal mobile devices to communicate with management regarding work assignments, scheduling, and inventory. Although CENTRAL COAST required Ms. Meza and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, CENTRAL COAST failed to reimburse them for this cost.

Second, during the relevant time period, CENTRAL COAST, on a company-wide basis, forced Ms. Meza and other aggrieved employees to purchase tools, supplies, and/or equipment that were necessary for the completion of their work-related duties. For example, Ms. Meza was forced to purchase her own supplies, such as gloves and oven cleaner, which were necessary to carry out her job duties. Ms. Meza spent approximately \$40-\$60 out-of-pocket in total on these items. Although CENTRAL COAST required Ms. Meza and other aggrieved employees to purchase and use their own tools, supplies, and/or equipment in the performance of their duties, it did not reimburse them for these expenses.

Third, during the relevant time period, CENTRAL COAST, on a company-wide basis, expected Ms. Meza and other aggrieved employees to report to work in clean and presentable red and black uniforms bearing the Jack in the Box company logo and name, including a company shirt, an apron, and a hat, but failed to provide Ms. Meza and other aggrieved employees with uniform laundering services or reimburse them for cleaning expenses incurred. For example, due to the nature of restaurant work, Ms. Meza's uniforms would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that she was unable to mix these clothes in with her other laundry. As a result, Ms. Meza washed her uniform items separately from her regular clothing, thus incurring additional laundry expenses for the upkeep of her uniform, spending approximately \$12.50 per week at the laundromat in order to maintain her uniform. Thus, CENTRAL COAST failed to maintain the uniforms they required Ms. Meza and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

CENTRAL COAST could have provided Ms. Meza and other aggrieved employees with the actual tools for use on the job, such as company mobile devices, supplies and equipment, and access to laundering services. Or, CENTRAL COAST could have reimbursed employees for the costs of their

mobile device usage, supplies and equipment, and laundering expenses or provided a uniform maintenance allowance. Instead, CENTRAL COAST passed these operating costs off onto Ms. Meza and other aggrieved employees. At all relevant times, Ms. Meza did not earn at least two (2) times the minimum wage.

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

California Labor Code § 558(a)

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

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

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

Pre-Litigation Demand

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

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

1. CENTRAL COAST shall pay Ms. Meza and all other aggrieved employees employed by CENTRAL COAST at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. CENTRAL COAST shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. CENTRAL COAST shall conduct a survey or interview all current and former aggrieved employees in California who worked for CENTRAL COAST in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mobile device expenses, supply and equipment expenses, uniform maintenance, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. CENTRAL COAST shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. CENTRAL COAST also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. CENTRAL COAST shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for CENTRAL COAST's benefit, including, but not limited to, costs of mobile device expenses, supply and equipment expenses, and uniform maintenance, as required by Labor Code section 2802.
6. CENTRAL COAST shall implement and provide suitable resting facilities to all aggrieved employees.
7. CENTRAL COAST shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
8. CENTRAL COAST shall provide Ms. Meza and all aggrieved employees employed by CENTRAL COAST at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
9. CENTRAL COAST shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. CENTRAL COAST shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

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

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 929-5455

Best Regards,



Sairah Budhwani

Copy: CENTRAL COAST RESTAURANTS, INC. (via U.S. Certified Mail); AKKAM, INC. (via U.S. Certified Mail); AMANAT, INC. (via U.S. Certified Mail); ANAND, INC. (via U.S. Certified Mail); AV INC. (via U.S. Certified Mail); GOLDEN STATE CAFE, INC. (via U.S. Certified Mail); NOR-CAL VENTURE GROUP, INC. (via U.S. Certified Mail); PARIVAR, INC. (via U.S. Certified Mail); RESHAM, INC. (via U.S. Certified Mail); RESHIV, INC. (via U.S. Certified Mail); VANIL, INC. (via U.S. Certified Mail); VANMEL, INC. (via U.S. Certified Mail); VANSI, INC. (via U.S. Certified Mail); VARRIS MANAGEMENT, INC. (via U.S. Certified Mail); YADAV ENTERPRISES, INC. (via U.S. Certified Mail); YADAV, INC. (via U.S. Certified Mail); Dennis C. Huie & Emily A. Wieser, ROGERS JOSEPH O'DONNELL, 311 California Street, 10th Fl., San Francisco, CA 94104 (via U.S. Certified Mail)

1. The first part of the document is a title page. It contains the title of the document, the author's name, and the date of the document.

2. The second part of the document is an abstract. It provides a brief summary of the main points of the document.

3. The third part of the document is the main body of the text. It contains the detailed discussion and analysis of the topic.

4. The fourth part of the document is a conclusion. It summarizes the findings of the study and provides recommendations for future research.

5. The fifth part of the document is a bibliography. It lists the sources of information used in the document.

6. The sixth part of the document is an appendix. It contains additional information that is not included in the main body of the text.

7. The seventh part of the document is a glossary. It defines the key terms used in the document.

8. The eighth part of the document is an index. It provides a list of the topics covered in the document and the pages where they can be found.

9. The ninth part of the document is a list of figures. It provides a list of the figures included in the document and the pages where they can be found.

10. The tenth part of the document is a list of tables. It provides a list of the tables included in the document and the pages where they can be found.

CERTIFIED MAIL

2021 1970 0000 9011 2545

7021 1970 0000 9011 2545

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

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

OFFICIAL USE ONLY

Postmark
Hart

[illegible]

CENTRAL COAST
RESTAURANTS, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538

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 COAST
RESTAURANTS, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538

9590 9402 7575 2098 7289 85

2. Article Number (Transfer from service label)

7021 1970 0000 9011 2545

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

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

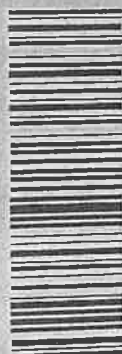
3. Service Type

- | | |
|---|---|
| ☒ Adult Signature | ☐ Registered Mail |
| ☒ Adult Signature Restricted Delivery | ☐ Registered Mail Restricted Delivery |
| ☒ Certified Mail | ☐ Signature Confirmation™ |
| ☒ Certified Mail Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery | |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery | |
- (over \$500)

Domestic Return Funds

Capstone
LAW ^{APC}
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

7021 1970 0000 9011 2538



CERTIFIED MAIL

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

OFFICIAL USE

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

Certified Mail Fee

Extra Services & Fees (Please check box, and pay as appropriate)
☐ Insured (except restricted)
☐ Return Receipt (hardcopy)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
 Postage \$
 Total Postage and Fees \$

Postmark
Here

Melzer v.
Central Coast
Restaurants Inc.

7021 1970 0000 9011 2538

Sent To:
AKKAM, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538
PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

AKKAM, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7288 48

2. Article Number (Transfer from service label)

7021 1970 0000 9011 2538

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery (insured Mail over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

AKKAM, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

Domestic Return Receipt

Capstone
LAW, APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



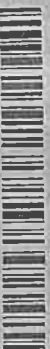
7021 1970 0000 9011 3436

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:

AMANAT, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7288 31

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3436

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

AMANAT, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

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

- Extra Services & Fees (attach fee add-on as appropriate)
- ☐ Return Receipt (hardcopy) \$
- ☐ Insured Mail (over \$500) \$
- ☐ Insured Mail Restricted Delivery \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

Postmark Here

Hezav.
Central Coast
Restaurants Inc.

7021 1970 0000 9011 3436

Sent to
AMANAT, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

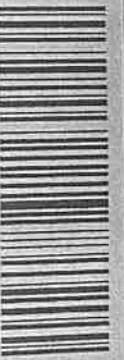
PS Form 3800, April 2015 PSN 7530-02-000-9008

Send Response for Instructions

Capstone
LAW APC

1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0000 9011 3450

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

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

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Restricted Delivery \$
☐ Signature Confirmation[™] Restricted Delivery \$

Postmark

Meza V.
Central East
Restaurant Inc.

Postage

Total Postage and Fees

Sent to

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

ANAND, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

City, State, ZIP+4[®]

PS Form 3800, April 2015 and 2016 releases

See instructions for restrictions

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:

ANAND, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

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



9590 9402 7575 2098 7288 62

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3450

ANAND, INC.

3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

Capstone
LAW, APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

7021 1970 0000 9011 3467



CERTIFIED MAIL

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

Extra Services & Fees (amount fees, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$

Postmark
Item
Meza V.
Central coast
Restaurants Inc.

7021 1970 0000 9011 3467

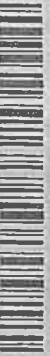
AV INC.
Street and Apt. No. or PO Box No.
3550 MOWRY AVE, SUITE 301
Fremont, CA 94538
PS Form 3811, April 2013 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

AV INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7288 86

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3467

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

AV INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

Capstone
LAW, APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0000 9011 3474

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		Postmark	
Extra Services & Fees (for use only and fees as applicable)		Here	
☐ Return Receipt (hardcopy)	\$	Meza V. Central Coast Restaurants Inc.	
☐ Return Receipt (electronic)	\$		
☐ Certified Mail Restricted Delivery	\$		
☐ Adult Signature Restricted Delivery	\$		
Postage	\$		
Total Postage and Fees	\$		

Sent to
Golden State Cafe, Inc.
Street and Apt. No., or PO Box No.
3550 Mowry Ave., Suite 301
City, State, ZIP+4[®]
Fremont, CA 94538
PS Form 3811, April 2015 PSN 7530-02-000-9053 See Reverse for instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

GOLDEN STATE CAFE, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

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 Restricted Delivery | ☐ Priority Mail Express [®] |
| ☐ Certified Mail Restricted Delivery | ☐ Registered Mail [™] |
| ☐ Certified Mail Restricted Delivery | ☐ Registered Mail Restricted Delivery |
| ☐ Collect on Delivery | ☐ Signature Confirmation [™] |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

2. Article Number (Transfer from service label)
9590 9402 7575 2098 7288 93
7021 1970 0000 9011 3474
PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone
LAW^{PC}
1875 Century Park East, Ste 1000
Los Angeles, CA 90067



7021 1970 0000 9011 3481

CERTIFIED MAIL

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

OFFICIAL US

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

Certified Mail Fee

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

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

Postmark
Here

Mesa V.
Central coast
Restaurants Inc.

Total Postage and Fees

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

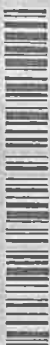
Send to
Street and Apt. No., if needed
Nor-cal Venture Group, Inc.
3550 Mowry Ave, Suite 301
Fremont, CA 94538
PS Form 3811, April 2013 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

NOR-CAL VENTURE GROUP, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538



9590 9402 7575 2098 7289 09

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3481

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes
☐ No

3. Service Type

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

Domestic Return Receipt

NOR-CAL VENTURE GROUP, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538

7021 1970 0000 9011 3481

Capstone
LAW, P.C.

1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0000 9011 3597

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:

RESHAM, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

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

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

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3597

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

RESHAM, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

Domestic Return Receipt

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

OFFICIAL USE

Certified Mail Fee

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

Extra Services & Fees (check box, add fee as appropriate)	Postmark Here
☐ Return Receipt (hardcopy)	
☐ Return Receipt (electronic)	
☐ Certified Mail Restricted Delivery	
☐ Adult Signature Required	
☐ Adult Signature Restricted Delivery	
Postage	
Total Postage and Fees	

Sent To
Resham Inc.
3550 Mowry Ave, Suite 301
Fremont, CA 94538
PS Form 3800, April 2015 PSN 7530-02-000-9052 See Reverse for Instructions

7021 1970 0000 9011 3597

Capstone
LAW APC

1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0000 9011 3573

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

OFFICIAL USE

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

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery

Postmark
Here

ME2A V.
Central Coast
Restaurants Inc.

Total Postage and Fees

Sent To

Reshiv, Inc.
3550 Mowry Ave., Suite 301
Fremont, CA 94538

PS Form 3800, April 2011 PSN 7530-02-000-9034

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

RESHIV, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9690 9402 7575 2098 7289 30

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3573

PS Form 3811, July 2020 PSN 7530-02-000-9034

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes
☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW, INC.

1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0000 9011 3566

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

Extra Services & Fees (check box, and fee as applicable)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
 Total Postage and Fees \$

McCa V.
Central Coast
Realtors Inc.

Sent to

3550 Mowry Ave, Suite 301

Fremont, CA 94538

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

VANIL, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7289 47

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3566

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

VANIL, INC.

3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0000 9011 3603

VANMEL, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

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:

VANMEL, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7289 54

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3603

PS Form 3811, July 2020 PSN 7530-02-000-9063

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

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 (over \$500)
- ☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

OFFICIAL USE

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

Certified Mail Fee

- ☐ Return Receipt (hard copy)
- ☐ Return Receipt (electronic)
- ☐ Return Receipt (hard copy)
- ☐ Certified Mail Restricted Delivery
- ☐ Adult Signature Restricted Delivery
- ☐ Adult Signature Restricted Delivery

Total Postage and Fees

Postmark
Here
Heza V.
Central Coast
Bahavantsine.

7021 1970 0000 9011 3603

Send to:
VANMEL, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538
PS Form 3800, April 2015 PSN 7530-02-000-1000 See Reverse for instructions

Capstone
LAW, APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0000 9011 3542

VANSH, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

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:

VANSH, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7289 61

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3542

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

OFFICIAL USE

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

Certified Mail Fee

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

Postmark
Here

Metav.
Central Coast
Restaurant Inc.

Total Postage and Fees

7021 1970 0000 9011 3542

Sent to
VANSH, INC.
Street and Apt. No., or PO Box No.
3550 MOWRY AVE, SUITE 301
City, State, ZIP+4®
FREMONT, CA 94538

PS Form 3800, April 2015 PSN 7530-02-000-9057

See Reverse for Instructions

Capstone
LAW APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0000 9011 3528

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:

**VARRIS MANAGEMENT, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538**



9590 9402 7575 2098 7289 78

2. Article Number (transfer from service label)

7021 1970 0000 9011 3528

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

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 (hardcopy)
- ☐ Signature Confirmation®
- ☐ Signature Confirmation Restricted Delivery

**VARRIS MANAGEMENT, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538**

7021 1970 0000 9011 3528

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

Extra Services & Fees (attach label and fees separately)

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

Postage

Total Postage and Fees

Sent to

**VARRIS Management, Inc.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538**

Postmark
Date
Central coast
Restaurants Inc.

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

Use Reverse for International

Domestic Return Receipt

Capstone
LAW, APC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7021 1970 0000 9011 3511

YADAV ENTERPRISES, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538

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:

YADAV ENTERPRISES, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538



9590 9402 7575 2098 7289 92

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3511

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☐ Addressee
- X

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature Restricted Delivery | ☐ Priority Mail Express |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail |
| ☐ Certified Mail | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

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

1. Form 3811 is a legal document and must be signed by the addressee or authorized agent.

2. Signature of addressee or authorized agent: _____

3. Signature of carrier: _____

4. Signature of post office official: _____

5. Signature of business official: _____

6. Signature of business official: _____

7. Signature of business official: _____

8. Signature of business official: _____

9. Signature of business official: _____

10. Signature of business official: _____

11. Signature of business official: _____

12. Signature of business official: _____

13. Signature of business official: _____

14. Signature of business official: _____

15. Signature of business official: _____

16. Signature of business official: _____

17. Signature of business official: _____

18. Signature of business official: _____

19. Signature of business official: _____

20. Signature of business official: _____

21. Signature of business official: _____

22. Signature of business official: _____

23. Signature of business official: _____

24. Signature of business official: _____

25. Signature of business official: _____

26. Signature of business official: _____

27. Signature of business official: _____

28. Signature of business official: _____

29. Signature of business official: _____

30. Signature of business official: _____

31. Signature of business official: _____

32. Signature of business official: _____

33. Signature of business official: _____

34. Signature of business official: _____

35. Signature of business official: _____

36. Signature of business official: _____

37. Signature of business official: _____

38. Signature of business official: _____

39. Signature of business official: _____

40. Signature of business official: _____

41. Signature of business official: _____

42. Signature of business official: _____

43. Signature of business official: _____

44. Signature of business official: _____

45. Signature of business official: _____

46. Signature of business official: _____

47. Signature of business official: _____

48. Signature of business official: _____

49. Signature of business official: _____

50. Signature of business official: _____

51. Signature of business official: _____

52. Signature of business official: _____

53. Signature of business official: _____

54. Signature of business official: _____

55. Signature of business official: _____

56. Signature of business official: _____

57. Signature of business official: _____

58. Signature of business official: _____

59. Signature of business official: _____

60. Signature of business official: _____

61. Signature of business official: _____

62. Signature of business official: _____

63. Signature of business official: _____

64. Signature of business official: _____

65. Signature of business official: _____

66. Signature of business official: _____

67. Signature of business official: _____

68. Signature of business official: _____

69. Signature of business official: _____

70. Signature of business official: _____

71. Signature of business official: _____

72. Signature of business official: _____

73. Signature of business official: _____

74. Signature of business official: _____

75. Signature of business official: _____

76. Signature of business official: _____

77. Signature of business official: _____

78. Signature of business official: _____

79. Signature of business official: _____

80. Signature of business official: _____

81. Signature of business official: _____

82. Signature of business official: _____

83. Signature of business official: _____

84. Signature of business official: _____

85. Signature of business official: _____

86. Signature of business official: _____

87. Signature of business official: _____

88. Signature of business official: _____

89. Signature of business official: _____

90. Signature of business official: _____

91. Signature of business official: _____

92. Signature of business official: _____

93. Signature of business official: _____

94. Signature of business official: _____

95. Signature of business official: _____

96. Signature of business official: _____

97. Signature of business official: _____

98. Signature of business official: _____

99. Signature of business official: _____

100. Signature of business official: _____

7021 1970 0000 9011 3511

YADAV ENTERPRISES, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

See Reverse for Instructions

Capstone
LAW, PC
1875 Century Park East, Ste 1000
Los Angeles, CA 90067

CERTIFIED MAIL
7021 1970 0000 9011 3504

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

Postmark Here
MCZAV, central coast restaurants, inc.

YADAV, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538
PS Form 3811, April 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:
YADAV, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7290 05

2. Article Number (Transfer from service label)
7021 1970 0000 9011 3504

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
X
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below. ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery (over \$500)
 - ☐ Priority Mail Express
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7021 1970 0000 9011 3504

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:

Dennis C. Huie & Emily A. Wieser
 ROGERS JOSEPH O'DONNELL
 311 California Street, 10th Fl.
 San Francisco, CA 94104



9590 9402 7575 2098 7289 23

2. Article Number (Transfer from service label)

7020 1290 0002 0561 4867

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

CENTRAL COAST
RESTAURANTS, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538



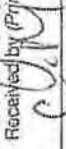
9590 9402 7575 2098 7289 85

2. Article Number (Transfer from service label)

7021 1970 0000 9011 2545

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature 		☒ Agent ☐ Addressee
B. Received by (Printed Name) 	C. Date of Delivery 6/29/17	
D. Is delivery address different from item 1? If YES, enter delivery address below:		☐ Yes ☒ No

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

AKKAM, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7288 48

2. Article Number (Transfer from service label)

7021 1970 0000 9011 2538

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature 	☐ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery 6/27/11	
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	

3. Service Type

☐ Adult Signature Restricted Delivery	☐ Priority Mail Express®
☐ Certified Mail®	☐ Registered Mail™
☐ Collect on Delivery	☐ Registered Mail Restricted Delivery
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation™
☐ Registered Mail Restricted Delivery	☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

AMANAT, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7288 31

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3436

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent
☒ Addressee

B. Recipient (Printed Name) AMANAT, INC. C. Date of Delivery 11/27/22

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

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery	
☐ Insured Mail	
☐ Insured Mail Restricted Delivery	

1 Insured Mail (over \$500)

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:

ANAND, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7288 62

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3450

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature X		☐ Agent
B. Received by (Printed Name) 	☐ Addressee	
C. Date of Delivery 0-7-77		
D. Is delivery address different from item 1? ☐ Yes ☐ No		
If YES, enter delivery address below:		

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

AV INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7288 86

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3467

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature 		☐ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery 6-27-		
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No		

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

GOLDEN STATE CAFE, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7288 93

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3474

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature 		☐ Agent ☒ Addressee
B. Received by (Printed Name) M. J. J. J.	C. Date of Delivery 4/27/12	
D. Is delivery address different from item 1?		☐ Yes ☒ No

3. Service Type

☐ Adult Signature	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ 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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

NOR-CAL VENTURE GROUP, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538



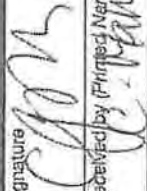
9590 9402 7575 2098 7289 09

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3481

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature 		☐ Agent ☐ Addressee
B. Received by (Printed Name) C. P. Mowry	C. Date of Delivery 6-27-	
D. Is delivery address different from item 1? If YES, enter delivery address below:		☐ Yes ☐ No

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

VARRIS MANAGEMENT, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538



9590 9402 7575 2098 7289 78

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3528

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature 	☐ Agent ☒ Addressee
B. Received by (Printed Name) C. Date of Delivery 6-27-22	
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	

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

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:

VANSH, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7289 61

2. Article Number (Transfer from service label)

17021 1970 0000 9011 3542

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature 	☒ Agent ☐ Addressee
B. Received by (Printed Name) 	C. Date of Delivery 06-27-22
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

VANIL, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



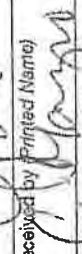
9590 9402 7575 2098 7289 47

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3566

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature 		☒ Agent ☐ Addressee
B. Received by (Printed Name) 	C. Date of Delivery 6/27/21	
D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:		

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

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:

RESHIV, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7289 30

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3573

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
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
☐ Insured Mail (over \$500)
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

VANMEL, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 7575 2098 7289 54

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3603

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature 	☐ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery 4-27-22	
D. Is delivery address different from item If YES, enter delivery address below:	☐ Yes ☐ No

3. Service Type

☐ Adult Signature	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ 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