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 Rosendo Gomez

FILED
 Superior Court of California
 County of Los Angeles
 05/27/2025
 David W. Slayton, Executive Officer / Clerk of Court
 By: J. Covarrubias Deputy

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

ANTONIO SANCHEZ, individually, and
 on behalf of other members of the general
 public similarly situated, and as an
 aggrieved employee pursuant to the Private
 Attorneys General Act ("PAGA"); and
 ROSENDO GOMEZ, individually, and on
 behalf of other members of the general
 public similarly situated,

Plaintiffs,

vs.

SEVEN TWENTY EIGHT COMPANY,
 INC., a Nevada corporation; ANAHEIM
 PANCAKES, INC., a Nevada corporation;
 ARCADIA PANCAKES, INC., a Nevada
 corporation; HUNTINGTON BEACH
 NINE EIGHTEEN COMPANY, a Nevada
 corporation; LONG BEACH PANCAKES,
 INC., a California corporation; LOS
 ANGELES PANCAKES, INC., a Nevada
 corporation; MR. STAX, INC., a Nevada
 corporation; SIX TWENTY SEVEN
 COMPANY, INC., a Nevada corporation;
 SIX THIRTY SIX COMPANY, INC., a
 Nevada corporation; SIX FIFTY THREE
 COMPANY, INC., a Nevada corporation;
 SEVEN THIRTY FIVE, CO., A
 CALIFORNIA LIMITED PARTNERSHIP,
 a California limited partnership; SEVEN
 FORTY ONE COMPANY, INC., a Nevada
 corporation; SEVEN FORTY TWO
 COMPANY, INC., a Nevada corporation;

Case No.: 25STCV05554

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, et seq.;

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SEVEN FORTY FOUR COMPANY, INC., a Nevada corporation; SEVEN FIFTY THREE COMPANY, INC., a Nevada corporation; SEVEN SEVENTY TWO COMPANY, INC., a Nevada corporation; SEVEN SEVENTY THREE COMPANY, INC., a California corporation; SEVEN SEVENTY SIX COMPANY, INC., a Nevada corporation; SEVEN SEVENTY NINE COMPANY, INC., a Nevada corporation; SEVEN EIGHTY THREE COMPANY, INC., a Nevada corporation; SEVEN NINETY COMPANY, INC., a Nevada corporation; SEVEN NINETY TWO COMPANY, INC., a Nevada corporation; NINE TWENTY FIVE COMPANY, INC., a Nevada corporation; NINE FORTY COMPANY, INC., a Nevada corporation; NINE FORTY TWO COMPANY, INC., a Nevada corporation; NINE FIFTY ONE COMPANY, INC., a Nevada corporation; SEVENTEEN O EIGHT COMPANY, INC., a Nevada corporation; and DOES 1 through 10, inclusive,

Defendants.

- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Antonio Sanchez, individually and on behalf of all other members of the
2 public similarly situated, and as an aggrieved employee and on behalf of all aggrieved
3 employees, and Plaintiff Rosendo Gomez, individually and on behalf of all other members of
4 the public similarly situated, allege as follows:

5 JURISDICTION AND VENUE

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

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

1 relief is being sought against Defendants whose violations of California wage and hour laws
2 form a significant basis for Plaintiffs' claims; and (d) no other class action has been filed
3 within the past three (3) years on behalf of the same proposed class against Defendants
4 asserting the same or similar factual allegations.

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

11 **THE PARTIES**

12 4. Plaintiff Antonio Sanchez ("Plaintiff Sanchez") is a resident of Los Angeles, in
13 Los Angeles County, California. Defendants employed Plaintiff Sanchez as an hourly paid,
14 non-exempt cook from approximately February 2005 to December 2024. During his
15 employment, Plaintiff Sanchez typically worked eight (8) hours or more per day and five (5)
16 days per week. Plaintiff Sanchez's primary job duties included, without limitation, preparing
17 ingredients, cooking food, managing inventory, and cleaning.

18 5. Plaintiff Rosendo Gomez ("Plaintiff Gomez") is a resident of Burbank, in Los
19 Angeles County, California. Defendants employed Plaintiff Gomez as an hourly paid,
20 non-exempt server from approximately June 2021 to April 2025. During his employment,
21 Plaintiff Gomez typically worked seven (7) hours or more per day and four (4) days per week.
22 Plaintiff Gomez's primary job duties included, without limitation, attending to customers,
23 taking orders, preparing coffee, and bringing out food to customers.

24 6. SEVEN TWENTY EIGHT COMPANY, INC. was and is, upon information
25 and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose
26 employees are engaged throughout this county and the State of California.

27 7. ANAHEIM PANCAKES, INC. was and is, upon information and belief, a
28 Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are

1 engaged throughout this county and the State of California.

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

5 9. HUNTINGTON BEACH NINE EIGHTEEN COMPANY was and is, upon
6 information and belief, a Nevada corporation, and at all times hereinafter mentioned, an
7 employer whose employees are engaged throughout this county and the State of California.

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

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

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

17 13. SIX TWENTY SEVEN COMPANY, INC. was and is, upon information and
18 belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose
19 employees are engaged throughout this county and the State of California.

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

23 15. SIX FIFTY THREE COMPANY, INC. was and is, upon information and
24 belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose
25 employees are engaged throughout this county and the State of California.

26 16. SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP,
27 was and is, upon information and belief, a California limited partnership, and at all times
28 hereinafter mentioned, an employer whose employees are engaged throughout this county and

1 the State of California.

2 17. SEVEN FORTY ONE COMPANY, INC. was and is, upon information and
3 belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose
4 employees are engaged throughout this county and the State of California.

5 18. SEVEN FORTY TWO COMPANY, INC. was and is, upon information and
6 belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose
7 employees are engaged throughout this county and the State of California.

8 19. SEVEN FORTY FOUR COMPANY, INC. was and is, upon information and
9 belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose
10 employees are engaged throughout this county and the State of California.

11 20. SEVEN FIFTY THREE COMPANY, INC. was and is, upon information and
12 belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose
13 employees are engaged throughout this county and the State of California.

14 21. SEVEN SEVENTY TWO COMPANY, INC. was and is, upon information and
15 belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose
16 employees are engaged throughout this county and the State of California.

17 22. SEVEN SEVENTY THREE COMPANY, INC. was and is, upon information
18 and belief, a California corporation, and at all times hereinafter mentioned, an employer
19 whose employees are engaged throughout this county and the State of California.

20 23. SEVEN SEVENTY SIX COMPANY, INC. was and is, upon information and
21 belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose
22 employees are engaged throughout this county and the State of California.

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

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

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

4 27. SEVEN NINETY TWO COMPANY, INC. was and is, upon information and
5 belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose
6 employees are engaged throughout this county and the State of California.

7 28. NINE TWENTY FIVE COMPANY, INC. was and is, upon information and
8 belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose
9 employees are engaged throughout this county and the State of California.

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

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

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

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

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

26 34. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10
27 were the partners, agents, owners, or managers of SEVEN TWENTY EIGHT COMPANY,
28 INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON

1 BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS
2 ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY,
3 INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN
4 THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP; SEVEN FORTY ONE
5 COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR
6 COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO
7 COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX
8 COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE
9 COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO
10 COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY,
11 INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and
12 SEVENTEEN O EIGHT COMPANY, INC., at all relevant times.

13 35. Plaintiffs are informed and believe, and thereon allege, that each and all of the
14 acts and omissions alleged herein was performed by, or is attributable to, SEVEN TWENTY
15 EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.;
16 HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES,
17 INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN
18 COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY,
19 INC.; SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP; SEVEN
20 FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY
21 FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY
22 TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN
23 SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN
24 EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY
25 TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY
26 COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY,
27 INC.; SEVENTEEN O EIGHT COMPANY, INC.; and/or DOES 1 through 10 (collectively,
28 “Defendants” or “MR. STAX”), each acting as the agent, employee, alter ego, and/or joint

1 venturer of, or working in concert with, each of the other co-Defendants and was acting within
2 the course and scope of such agency, employment, joint venture, or concerted activity with
3 legal authority to act on the others' behalf. The acts of any and all Defendants were in
4 accordance with, and represent, the official policy of Defendants.

5 36. At all relevant times, Defendants, and each of them, ratified each and every act
6 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
7 and abetted the acts and omissions of each and all the other Defendants in proximately causing
8 the damages herein alleged.

9 37. Plaintiffs are informed and believe, and thereon allege, that each of said
10 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
11 omissions, occurrences, and transactions alleged herein.

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

22 39. Plaintiffs are informed and believe, and thereon allege, that at all relevant
23 times, Defendants, and each of them, have acted as joint employers with respect to Plaintiffs
24 and class members because Defendants have:

- 25 (a) jointly exercised meaningful control over the work performed by
- 26 Plaintiffs and class members;
- 27 (b) jointly exercised meaningful control over Plaintiffs' and class members'
- 28 wages, hours, and working conditions, including the quantity, quality

standards, speed, scheduling, and operative details of the tasks performed by Plaintiffs and class members;

(c) jointly required that Plaintiffs and class members perform work which is an integral part of Defendants' businesses; and

(d) jointly exercised control over Plaintiffs and class members as a matter of economic reality in that Plaintiffs and class members were dependent on Defendants, who shared the power to set the wages of Plaintiffs and class members 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.

40. Plaintiffs are informed and believe, and thereon allege, 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.

41. SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; SEVENTEEN O EIGHT COMPANY, INC.; and DOES 1 through 10 are therefore alter egos of each other.

1 42. Adherence to the fiction of the separate existence of Defendants would permit
2 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
3 from liability for the wrongful acts committed by them under the name MR. STAX.

4 43. Plaintiffs further allege, upon information and belief, that Defendants SEVEN
5 TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA
6 PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG
7 BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX
8 TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY
9 THREE COMPANY, INC.; SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED
10 PARTNERSHIP; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO
11 COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE
12 COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY
13 THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY
14 NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY
15 COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE
16 COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY,
17 INC.; NINE FIFTY ONE COMPANY, INC.; and SEVENTEEN O EIGHT COMPANY, INC.
18 are alter egos of each other for the following reasons:

- 19 (a) On the California Secretary of State's website
20 (<https://bizfileonline.sos.ca.gov/>), SEVEN TWENTY EIGHT
21 COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA
22 PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN
23 COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES
24 PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN
25 COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY
26 THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.;
27 SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR
28 COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN

1 SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE
2 COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.;
3 SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY
4 THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.;
5 SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE
6 COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY
7 TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and
8 SEVENTEEN O EIGHT COMPANY, INC. share the same principal
9 address and mailing address of “25060 Avenue Stanford, Suite 200,
10 Valencia, CA 91355” and “25060 Avenue Stanford, Suite 210,
11 Valencia, CA 91355”

12 (b) According to their most recent “Statement of Information” forms filed
13 with the California Secretary of State, SEVEN TWENTY EIGHT
14 COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA
15 PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN
16 COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES
17 PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN
18 COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY
19 THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.;
20 SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR
21 COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN
22 SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE
23 COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.;
24 SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY
25 THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.;
26 SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE
27 COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY
28 TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and

1 SEVENTEEN O EIGHT COMPANY, INC. share the same Chief
2 Executive Officer, Richard Sandness, who also serves as a general
3 partner for SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED
4 PARTNERSHIP;

5 (c) According to their most recent "Statement of Information" forms filed
6 with the California Secretary of State, SEVEN TWENTY EIGHT
7 COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA
8 PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN
9 COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES
10 PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN
11 COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY
12 THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.;
13 SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR
14 COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN
15 SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE
16 COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.;
17 SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY
18 THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.;
19 SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE
20 COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY
21 TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and
22 SEVENTEEN O EIGHT COMPANY, INC. share the same officer,
23 Mark Justice, who serves as Secretary and Chief Financial Officer;

24 (d) According to their most recent "Statement of Information" forms filed
25 with the California Secretary of State, SEVEN TWENTY EIGHT
26 COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA
27 PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN
28 COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES

1 PANCAKES, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX
2 THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY,
3 INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO
4 COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN
5 FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO
6 COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.;
7 SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE
8 COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.;
9 SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO
10 COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE
11 FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.;
12 NINE FIFTY ONE COMPANY, INC.; and SEVENTEEN O EIGHT
13 COMPANY, INC. share the same type of business “FAMILY STYLE
14 RESTAURANT”;

15 (e) On the California Secretary of State’s website, SEVEN TWENTY
16 EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA
17 PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN
18 COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES
19 PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN
20 COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY
21 THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.;
22 SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR
23 COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN
24 SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE
25 COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.;
26 SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY
27 THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.;
28 SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE

1 COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY
2 TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and
3 SEVENTEEN O EIGHT COMPANY, INC. share the same agent for
4 service of process, Paracorp Incorporated; and

5 (f) On information and belief, SEVEN TWENTY EIGHT COMPANY,
6 INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.;
7 HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG
8 BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR.
9 STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY
10 SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.;
11 SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED
12 PARTNERSHIP; SEVEN FORTY ONE COMPANY, INC.; SEVEN
13 FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY,
14 INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY
15 TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY,
16 INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY
17 NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY,
18 INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO
19 COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE
20 FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.;
21 NINE FIFTY ONE COMPANY, INC.; and SEVENTEEN O EIGHT
22 COMPANY, INC. utilize the same standardized employment forms and
23 issue the same employment policies.

24 **GENERAL ALLEGATIONS**

25 44. Defendants own and operate approximately 26 IHOP franchise restaurant
26 locations in California. Upon information and belief, Defendants maintain a single,
27 centralized Human Resources (“HR”) department at their company headquarters in Valencia
28 or Panorama City, California, which is responsible for the recruiting and hiring of new

1 employees, and communicating and implementing Defendants' company-wide policies,
2 including timekeeping policies and meal and rest period policies, to employees throughout
3 California.

4 45. In particular, Plaintiffs and class members, on information and belief, received
5 the same standardized documents and/or written policies. Upon information and belief, the
6 usage of standardized documents and/or written policies, including new-hire documents,
7 indicate that Defendants dictated policies at the corporate level and implemented them
8 company-wide, regardless of their employees' assigned locations or positions. Upon
9 information and belief, Defendants set forth uniform policies and procedures in several
10 documents provided at an employee's time of hire.

11 46. Upon information and belief, Defendants maintain a centralized Payroll
12 department at their company headquarters in Valencia or Panorama City, California, which
13 processes payroll for all non-exempt, hourly paid employees working for Defendants at their
14 various locations in California, including Plaintiffs and class members. Based upon
15 information and belief, Defendants issue the same formatted wage statements to all non-
16 exempt, hourly paid employees in California, irrespective of their work locations. Upon
17 information and belief, Defendants process payroll for departing employees in the same
18 manner throughout the State of California, regardless of the manner in which each employee's
19 employment ends.

20 47. Defendants continue to employ non-exempt or hourly paid employees in
21 California.

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

26 49. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and class
27 members were not paid for all hours worked because all hours worked were not recorded.

28 50. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or

1 should have known that Plaintiffs and class members were entitled to receive certain wages
2 for overtime compensation and that they were not receiving certain wages for overtime
3 compensation.

4 51. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
5 should have known that Plaintiffs and class members were entitled to receive at least
6 minimum wages for compensation and that they were not receiving at least minimum wages
7 for work that was required to be done off-the-clock. In violation of the California Labor
8 Code, Plaintiffs and class members were not paid at least minimum wages for work done off-
9 the-clock.

10 52. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
11 should have known that Plaintiffs and class members were entitled to meal periods in
12 accordance with the California Labor Code and applicable IWC Wage Order or payment of
13 one (1) additional hour of pay at their regular rates of pay when they were not provided with
14 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and class members
15 were not provided with all meal periods or payment of one (1) additional hour of pay at their
16 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
17 period.

18 53. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
19 should have known that Plaintiffs and class members were entitled to rest periods in
20 accordance with the California Labor Code and applicable IWC Wage Order or payment of
21 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
22 permitted to take a compliant rest period and that Plaintiffs and class members were not
23 authorized and permitted to take compliant rest periods or provided with payment of one (1)
24 additional hour of pay at their regular rates of pay when they were not authorized and
25 permitted to take a compliant rest period.

26 54. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
27 should have known that Plaintiffs and class members were entitled to receive complete and
28 accurate wage statements in accordance with California law. In violation of the California

1 Labor Code, Plaintiffs and class members were not provided complete and accurate wage
2 statements.

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

7 56. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
8 should have known that Plaintiffs and class members were entitled to timely payment of all
9 wages earned upon termination of employment. In violation of the California Labor Code,
10 Plaintiffs and class members did not receive payment of all wages due, including, but not
11 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
12 permissible time periods.

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

19 58. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
20 should have known that Plaintiffs and class members were entitled to receive full
21 reimbursement for all business-related expenses and costs they incurred during the course and
22 scope of their employment and that they did not receive full reimbursement of applicable
23 business-related expenses and costs incurred.

24 59. Plaintiffs are informed and believe, and thereon allege, that at all times herein
25 mentioned, Defendants knew or should have known that they had a duty to compensate
26 Plaintiffs and class members for all hours worked, and that Defendants had the financial
27 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so,
28 and falsely represented to Plaintiffs and class members that they were properly denied wages,

all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

60. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("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.

61. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any person who was employed by the alleged violator and personally suffered each of the violations alleged."

62. Plaintiff Sanchez and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current or former employees and each of the alleged violations were committed against them.

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

- (a) The aggrieved employee or representative shall give written notice by online filing with 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 violation.
- (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 notify the employer and the aggrieved employee or

1 representative by certified mail that it does not intend to investigate the
2 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
3 the postmark date of the aggrieved employee’s notice. Upon receipt of
4 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
5 (65) calendar days of the postmark date of the aggrieved employee’s
6 notice, the aggrieved employee may commence a civil action pursuant
7 to California Labor Code section 2699 to recover civil penalties.

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

- 12 (a) The aggrieved employee or representative shall give written notice by
13 online filing with the LWDA and by certified mail to the employer of
14 the specific provisions of the California Labor Code alleged to have
15 been violated (other than those listed in Section 2699.5), including the
16 facts and theories to support the alleged violation.
- 17 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
18 2699.3(c) and any employer response to that notice shall be
19 accompanied by a filing fee of seventy-five dollars (\$75).
- 20 (c) The employer may cure the alleged violation within thirty-three (33)
21 calendar days of the postmark date of the notice sent by the aggrieved
22 employee or representative. The employer shall give written notice
23 within that period of time by certified mail to the aggrieved employee or
24 representative and by online filing with the LWDA if the alleged
25 violation is cured, including a description of actions taken, and no civil
26 action pursuant to Section 2699 may commence. If the alleged violation
27 is not cured within the 33-day period, the aggrieved employee may
28 commence a civil action pursuant to Section 2699.

1 65. On February 27, 2025, Plaintiff Sanchez provided written notice by online
2 filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the
3 California Labor Code alleged to have been violated, including facts and theories to support
4 the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff
5 Sanchez’s written notice was accompanied with the applicable filing fee of seventy-five
6 dollars (\$75). The LWDA PAGA Administrator confirmed receipt of Plaintiff Sanchez’s
7 written notice and assigned Plaintiff Sanchez PAGA Case Number LWDA-CM-1083022-25.
8 A true and correct copy of Plaintiff Sanchez’s written notice to the LWDA and Defendants is
9 attached hereto as “Exhibit 1.”

10 66. As of the filing date of this complaint, over 65 days have passed since Plaintiff
11 Sanchez sent the notice described above to the LWDA, and the LWDA has not responded that
12 it intends to investigate Plaintiff Sanchez’s claims and Defendants have not cured the
13 violations.

14 67. Thus, Plaintiff Sanchez has satisfied the administrative prerequisites under
15 California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against
16 Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
17 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

27 69. Defendants, at all times relevant to this complaint, were employers or persons
28 acting on behalf of an employer(s) who violated Plaintiff Sanchez’s and other aggrieved

employees' rights by violating various sections of the California Labor Code as set forth above.

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

71. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff Sanchez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against 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, 1197.1, 1198, and 2802.

CLASS ACTION ALLEGATIONS

72. Plaintiffs bring this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus seek class certification under California Code of Civil Procedure section 382.

73. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

74. Plaintiffs' proposed class consists of and is defined as follows:

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

75. Plaintiffs' proposed subclass consists of and is defined as follows:

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

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

77. Plaintiffs reserve the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

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

- 3 (a) Whether Defendants required Plaintiffs and class members to work over
4 eight (8) hours per day, over twelve (12) hours per day, or over forty
5 (40) hours per week and failed to pay all legally required overtime
6 compensation to Plaintiffs and class members;
- 7 (b) Whether Defendants failed to pay Plaintiffs and class members at least
8 minimum wages for all hours worked;
- 9 (c) Whether Defendants failed to provide Plaintiffs and class members with
10 meal periods;
- 11 (d) Whether Defendants failed to authorize and permit Plaintiffs and class
12 members to take rest periods;
- 13 (e) Whether Defendants provided Plaintiffs and class members with
14 complete and accurate wage statements as required by California Labor
15 Code section 226(a);
- 16 (f) Whether Defendants maintained accurate payroll records as required by
17 California Labor Code section 1174(d);
- 18 (g) Whether Defendants failed to pay earned overtime wages, minimum
19 wages, and/or meal and rest period premiums due to Plaintiffs and class
20 members upon their discharge;
- 21 (h) Whether Defendants failed to timely pay overtime wages, minimum
22 wages, and/or meal and rest period premiums due to Plaintiffs and class
23 members during their employment;
- 24 (i) Whether Defendants failed to reimburse Plaintiffs and class members
25 for necessary and required business-related expenditures and/or losses
26 incurred by them in the scope of their employment;
- 27 (j) Whether Defendants engaged in unlawful and unfair business practices
28 in violation of California Business & Professions Code sections 17200,

1 *et seq.*; and

- 2 (k) The appropriate amount of damages, restitution, or monetary penalties
3 resulting from Defendants' violations of California law.

4 79. There is a well-defined community of interest in the litigation and the class
5 members are readily ascertainable:

- 6 (a) Numerosity: The class members are so numerous that joinder of all
7 members would be unfeasible and impractical. The membership of the
8 entire class is unknown to Plaintiffs at this time; however, the class is
9 estimated to be greater than one hundred (100) individuals and the
10 identity of such membership is readily ascertainable by inspection of
11 Defendants' employment records.
- 12 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
13 protect the interests of each class member with whom they have a well-
14 defined community of interest, and Plaintiffs' claims (or defenses, if
15 any) are typical of all class members as demonstrated herein.
- 16 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
17 protect the interests of each class member with whom they have a well-
18 defined community of interest and typicality of claims, as demonstrated
19 herein. Plaintiffs acknowledge that they have an obligation to make
20 known to the Court any relationship, conflicts or differences with any
21 class member. Plaintiffs' attorneys, the proposed class counsel, are
22 versed in the rules governing class action discovery, certification, and
23 settlement. Plaintiffs have incurred, and throughout the duration of this
24 action, will continue to incur costs and attorneys' fees that have been,
25 are, and will be necessarily expended for the prosecution of this action
26 for the substantial benefit of each class member.
- 27 (d) Superiority: The nature of this action makes the use of class action
28 adjudication superior to other methods. A class action will achieve

economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

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

FIRST CAUSE OF ACTION

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

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

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

82. 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.

83. Specifically, the applicable IWC Wage Order provides that Defendants are and

1 were required to pay Plaintiffs and class members working more than eight (8) hours in a day
2 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
3 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
4 workweek.

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

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

16 86. During the relevant time period, Defendants willfully failed to pay all overtime
17 wages owed to Plaintiffs and class members. During the relevant time period, Plaintiffs and
18 class members were not paid overtime premiums for all of the hours they worked in excess of
19 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
20 hours in a week, because all hours worked were not recorded.

21 87. First, during the relevant time period, Defendants had, and continue to have, a
22 company-wide policy of discouraging and impeding Plaintiffs and class members from
23 recording hours worked that were outside of their scheduled shifts in order to limit the amount
24 of overtime employees could accrue. This policy of limiting overtime, coupled with
25 Defendants' use of labor budgets and assignment of heavy workloads (*see infra*), led Plaintiffs
26 and class members to work off-the-clock outside of their scheduled shift times. For example,
27 Plaintiff Sanchez would frequently have to clock out at his scheduled shift end-time and stay
28 after his shift for five (5) to ten (10) minutes until the next cook arrived. As a further

1 example, Plaintiff Gomez would spend several minutes cleaning tables before he left for the
2 day, but after he had already clocked out from his scheduled shift end-time.

3 88. Additionally, during the relevant time period, Defendants' timekeeping system
4 was integrated with the company's point-of-sale ("POS") system and only a limited number of
5 monitors were provided for clocking in and out. Plaintiff Gomez and class members would
6 sometimes have to wait to clock in for the start of their shifts because other employees were
7 using the POS system to handle customer transactions and/or clocking in or out. For instance,
8 Plaintiff Gomez was sometimes required to wait a few minutes off-the-clock and under
9 Defendants' control until a POS monitor was available for clocking in because other
10 employees were using the POS system to process customer orders. Thus, Plaintiffs and class
11 members performed work that was not recorded, time for which they were not paid.

12 89. Second, as stated, Defendants had, and continue to have, a company-wide
13 policy of strictly staffing their restaurant locations based on the labor hours allocated by each
14 location's labor or payroll budget set by the corporate office. This practice of labor budgeting
15 and/or limited payroll allocation has resulted in chronic understaffing and a lack of adequate
16 meal period coverage, because there were too few employees on duty to handle the workload
17 and attend to customers. Because Defendants did not employ or staff a sufficient number of
18 employees to meet customer demand, there was no one available to relieve employees needing
19 meal period coverage, and Plaintiffs and class members were not always afforded
20 uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal
21 period. Defendants also have a practice of failing to schedule meal periods or adhere to a
22 schedule for meal periods, which further caused Plaintiffs and class members to not be
23 relieved of their duties for compliant meal periods.

24 90. As a result of this insufficient meal period coverage, Plaintiffs and class
25 members were not always afforded uninterrupted 30-minute meal periods during shifts when
26 they were entitled to receive a meal period. For example, Plaintiffs worked through some of
27 their meal periods entirely because there was an inadequate number of employees to provide
28 coverage. As a further example, Plaintiff Sanchez would have his meal periods interrupted

1 and/or cut short by 10-15 minutes per instance to assist the kitchen or attend to work-related
2 issues, per Defendants' management's request, while Plaintiff Gomez would have his meal
3 periods interrupted and/or cut short in order to attend to a sudden rush of customers, prepare
4 takeout orders, or serve food to customers.

5 91. Third, in conjunction with Defendants' policy and/or practice of understaffing,
6 Defendants maintained and implemented an on-premises meal period policy, which
7 effectively required Plaintiff Sanchez and class members to remain on or near the work
8 premises during their meal periods. Because Plaintiff Sanchez and class members were
9 restricted from leaving the premises during meal periods, they were denied the ability to use
10 their meal periods freely for their own purposes, such as running personal errands. For
11 example, on Plaintiff Sanchez's weekend shifts, Defendants' management required Plaintiff
12 Sanchez to stay on the premises during his meal periods. Thus, Defendants effectively
13 maintained control over Plaintiff Sanchez and class members during unpaid meal periods.

14 92. Fourth, on information and belief, because Defendants frowned upon
15 employees accruing meal period premiums, Defendants' management pressured employees to
16 clock out for meal periods and/or adjusted employee time records to reflect compliant meal
17 periods, even when employees had not received compliant meal periods. Additionally,
18 Defendants' company-wide timekeeping system prevented Plaintiffs and class members from
19 recording all hours worked when their meal periods were shortened or interrupted, because the
20 system locked out Plaintiffs and class members once they clocked out for a meal period, and
21 would not permit them to clock back in from a meal period before 30 minutes had elapsed.
22 Thus, Defendants did not record all hours worked during meal periods, and Plaintiffs and class
23 members performed work during meal periods for which they were not paid.

24 93. Defendants knew or should have known that, as a result of these company-wide
25 practices and/or policies, Plaintiffs and class members were performing their assigned duties
26 off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to
27 perform work for which they were not paid. Because Plaintiffs and class members worked
28 shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-

1 the-clock work qualified for overtime premium pay. Therefore, Plaintiffs and class members
2 were not paid overtime wages for all of the overtime hours they actually worked.

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

8 **SECOND CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 10 **Minimum Wages** 11 **(Against all Defendants)**

12 95. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
13 and every allegation set forth above.

14 96. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
15 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
16 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
17 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the
18 time during which an employee is subject to the control of an employer, and includes all the
19 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
20 Code Regs. Tit. 8, § 11050(2)(M) (defining "Hours Worked").

21 97. As set forth above, in order to limit the amount of overtime employees could
22 accrue, Defendants had, and continue to have, a company-wide policy of discouraging and
23 impeding Plaintiffs and class members from recording hours worked that were outside of their
24 scheduled shifts. Defendants' policy of limiting overtime accrual, in conjunction with their
25 use of labor budgets and assignment of heavy workloads, led Plaintiffs and class members to
26 work off-the-clock before and after their scheduled shift times, including waiting to clock in at
27 a POS terminal. For example, as stated, after clocking out for their scheduled shifts, Plaintiff
28 Sanchez would continue to work until another cook showed up for their shift, while Plaintiff

1 Gomez would finish cleaning tables before he left for the day.

2 98. Additionally, as set forth above, due to Defendants' company-wide practices
3 and/or policies of utilizing labor budgets, understaffing, assignment of heavy workloads,
4 failure to schedule meal periods or adhere to a schedule for meal periods, requiring certain
5 employees to stay on the work premises during meal periods, and subsequent lack of meal
6 period coverage, Plaintiffs and class members were impeded from taking all uninterrupted
7 meal periods to which they were entitled and were required to work off-the-clock.

8 99. Additionally, as stated, in order to prevent employees from accruing meal
9 period premiums, Defendants' management pressured employees to clock out for meal periods
10 and/or adjusted employee time records to reflect compliant meal periods, even when meal
11 periods were missed, short, and/or interrupted. Further, as also stated, Defendants' company-
12 wide timekeeping system prevented Plaintiffs and class members from entering time worked
13 during meal periods because the system locked out Plaintiffs and class members for a full 30
14 minutes. Thus, Defendants systematically failed to pay Plaintiffs and class members for
15 actual hours worked during unpaid meal periods because these hours were not always
16 correctly recorded.

17 100. Defendants did not pay minimum wages for all hours worked by Plaintiffs and
18 class members. To the extent that these off-the-clock hours did not qualify for overtime
19 premium payment, Defendants did not pay at least minimum wages for those hours worked
20 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
21 1198.

22 101. Defendants' failure to pay Plaintiffs and class members minimum wages
23 violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
24 California Labor Code section 1194.2, Plaintiffs and class members are entitled to recover
25 from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
26 interest thereon.

27 //

28 //

THIRD CAUSE OF ACTION
Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period
Violations
(Against all Defendants)

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

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

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

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

106. First, during the relevant time period, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads and failure to schedule meal periods or adhere to a schedule for meal periods, resulted in a lack of meal period coverage and prevented Plaintiffs and class members from taking all timely, uninterrupted meal periods to which they were entitled.

107. As a result, Plaintiffs and class members had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Plaintiffs missed some of their meal periods entirely because there was inadequate meal period coverage. For the same reasons, Plaintiff Sanchez's meal periods would be interrupted and/or cut short by 10-15 minutes so he could assist the kitchen or attend to work-related issues with management during this time. When Plaintiff Sanchez was able to take his meal periods, he often took them late, after the seventh or eighth hour of work. As a further example, as stated, Plaintiff Gomez would have his meal periods interrupted and/or cut short in order to attend to a sudden rush of customers, prepare takeout orders, or serve food to customers.

108. Second, as stated, because Defendants frowned upon employees accruing meal period premiums, Defendants' management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by Defendants. As also stated, Defendants' company-wide timekeeping system prevented Plaintiffs and class members from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Plaintiffs and class members once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, Defendants systematically failed to accurately record meal periods.

109. Third, as stated, Defendants maintained and implemented an on-premises meal period policy, which effectively required Plaintiff Sanchez and class members to remain on or near the work premises during their meal periods. Because Plaintiff Sanchez and class members were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. For example, as stated, on weekends, Defendants required Plaintiff Sanchez to stay on the premises during his meal periods, in case he was needed during that time. Thus, Defendants effectively maintained control over Plaintiff Sanchez and class members during

1 meal periods.

2 110. Fourth, Defendants did not provide Plaintiff Sanchez and class members with
3 second 30-minute meal periods on days that they worked in excess of 10 hours in one day.
4 For example, during the relevant time period, Plaintiff Sanchez often worked shifts in excess
5 of 10 hours in one day and never took a second meal period. Plaintiffs and class members did
6 not sign valid meal period waivers on days that they were entitled to meal periods and were
7 not relieved of all duties.

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

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

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

27 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
28 require Plaintiffs and class members to sign meal period waivers simultaneously at or near

1 their time of hire (as opposed to on a specific work day) renders them invalid and
2 unenforceable, because Defendants' obligation to provide Plaintiffs and class members with
3 meal periods did not arise until they had employed them for a full five (5) hours.

4 113. At all times mentioned herein, Defendants knew or should have known that as a
5 result of their policies, Plaintiffs and class members were prevented from being relieved of all
6 duties and required to perform some of their assigned duties during meal periods. Defendants
7 further knew or should have known that they did not pay Plaintiffs and class members all meal
8 period premiums when meal periods were late, interrupted, shortened, and/or missed.

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

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

20 **FOURTH CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 22 **(Against all Defendants)**

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

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

28 118. At all relevant times, the applicable IWC Wage Order provides that "[e]very

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

6 119. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any rest period mandated by an applicable
8 order of the California IWC. To comply with its obligation to authorize and permit rest
9 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
10 employer must “relinquish any control over how employees spend their break time, and
11 relieve their employees of all duties—including the obligation that an employee remain on
12 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
13 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
14 Labor Code section 226.7(c), Plaintiffs and class members are entitled to recover from
15 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
16 required rest period was not authorized and permitted.

17 120. During the relevant time period, Defendants regularly failed to authorize and
18 permit Plaintiffs and class members to take a ten (10) minute rest period per each four (4)
19 hour period worked or major fraction thereof. As with meal periods, Defendants’ company-
20 wide use of labor budgeting, understaffing, and assignment of heavy workloads prevented
21 Plaintiffs and class members from being relieved of all duty in order to take their rest periods.
22 Defendants also failed to schedule rest periods, which, coupled with Defendants’ failure to
23 provide adequate rest period coverage, further led to Plaintiffs and class members not being
24 authorized and permitted to take compliant rest periods.

25 121. Moreover, on information and belief, Defendants maintained a company-wide
26 on-premises rest period policy, which effectively required that Plaintiffs and class members
27 remain on Defendants’ premises during their rest periods. Because Plaintiffs and class
28 members were restricted from leaving the premises during rest periods, they were denied the

1 ability to use their rest periods freely for their own purposes, such as running personal errands.
2 Thus, Defendants effectively maintained control over Plaintiffs and class members during rest
3 periods.

4 122. As a result of Defendants' practices and policies, Plaintiffs and class members
5 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
6 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
7 Plaintiffs had to forgo all of their rest periods due to a lack of rest period coverage.

8 123. Defendants have also engaged in a systematic, company-wide practice and/or
9 policy of not paying rest period premiums owed when rest periods are not authorized and
10 permitted. Because of this practice and/or policy, Plaintiffs and class members have not
11 received premium pay for all missed rest periods. As a result, Defendants denied Plaintiffs
12 and class members rest periods and failed to pay them rest period premiums due, in violation
13 of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

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

19 **FIFTH CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 21 **Statements and Failure to Maintain Accurate Payroll Records** 22 **(Against all Defendants)**

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

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

1 hours worked, and all applicable rates of pay.

2 127. At all relevant times, Defendants have knowingly and intentionally provided
3 Plaintiffs and Subclass members with uniform, incomplete, and inaccurate wage statements.
4 For example, Defendants issued uniform wage statements to Plaintiffs and Subclass members
5 that fail to correctly list: gross wages earned; total hours worked; net wages earned; the
6 address of the legal entity that is the employer; and all applicable hourly rates in effect during
7 the pay period, including rates of pay for overtime wages, and the corresponding number of
8 hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
9 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

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

19 129. In addition, and separate from these violations, Defendants issued uniform
20 wage statements to Plaintiffs and Subclass members that fail to list the correct address of the
21 legal entity of the actual employer in violation of Labor Code section 226(a)(8). The purpose
22 of section 226(a)(8) is to provide California employees with transparency as to the true
23 identity of their employer, to allow the employee to contact their employer during
24 employment or in the future for various reasons, including filing an administrative claim,
25 judicial claim, or other action to seek relief against their employer, obtain unemployment
26 benefits, etc. Plaintiffs' and Subclass members' wage statements incorrectly list the
27 employer's address as "913 N San Fernando Road Burbank CA 91504" but, according to the
28 California Secretary of State's website, the correct address is "25060 AVENUE STANFORD,

1 SUITE 200 VALENCIA, CA 91355.”

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

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

20 132. California Labor Code section 1198 provides that the maximum hours of work
21 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
22 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
23 employment of any employees for longer hours than those fixed by the order or under
24 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
25 Wage Order, employers are required to keep accurate time records showing when the
26 employee begins and ends each work period and meal period. During the relevant time
27 period, Defendants engaged in company-wide practices and/or policies of failing to record
28 actual hours worked (including falsifying time records by recording that compliant meal

1 periods were taken regardless of if or when meal periods were actually taken), and thereby
2 failed to keep accurate records of work period and meal period start and end times for
3 Plaintiffs and Subclass members, in violation of section 1198. Furthermore, in light of
4 Defendants' failure to provide Plaintiff Sanchez and Subclass members with second 30-
5 minute meal periods to which they were entitled, Defendants kept no records of meal start and
6 end times for second meal periods.

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

11 **SIXTH CAUSE OF ACTION**

12 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 13 **Termination** 14 **(Against all Defendants)**

15 134. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
16 and every allegation set forth above.

17 135. This cause of action is dependent upon, and wholly derivative of, the overtime
18 wages, minimum wages, and/or meal and rest period premiums that that were not timely paid
19 to Plaintiffs and those class members no longer employed by Defendants upon their
20 termination.

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

28 137. Defendants willfully failed to pay Plaintiffs and class members who are no

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

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

11 SEVENTH CAUSE OF ACTION

12 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 13 **Employment** 14 **(Against all Defendants)**

15 139. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
16 and every allegation set forth above.

17 140. This cause of action is dependent upon, and wholly derivative of, the overtime
18 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
19 Plaintiffs and class members during their employment.

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

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

1 month.

2 143. At all times relevant herein, Labor Code section 204 provides that all wages
3 earned for labor in excess of the normal work period shall be paid no later than the payday for
4 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
5 204 provides that the requirements of this section are deemed satisfied by the payment of
6 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
7 seven (7) calendar days following the close of the payroll period.

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

12 145. Defendants' failure to timely pay Plaintiffs and class members all wages due
13 violates Labor Code section 204. Plaintiffs and class members are therefore entitled to
14 recover from Defendants the statutory penalty wages pursuant to California Labor Code
15 section 210.

16 **EIGHTH CAUSE OF ACTION**

17 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 18 **(Against all Defendants)**

19 146. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
20 and every allegation set forth above.

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

1 employee whose wages are at least two (2) times the minimum wage provided herein may be
2 required to provide and maintain hand tools and equipment customarily required by the trade
3 or craft.” IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required
4 by the employer to be worn by the employee as a condition of employment, such uniforms
5 shall be provided and maintained by the employer.”

6 148. First, during the relevant time period, Defendants, on a company-wide basis,
7 required Plaintiffs and class members to use their personal mobile devices, including, but not
8 limited to, cellular phones, and/or mobile data to carry out their job duties but failed to fully
9 reimburse them for the costs of their work-related mobile device and/or mobile data expenses.
10 For example, Defendants’ management contacted Plaintiff Sanchez on his personal cellular
11 phone regarding work-related matters, such as asking him to go and pick up groceries or
12 ingredients for the restaurant when there was a kitchen shortage. Additionally, other
13 employees would contact Plaintiff Sanchez to notify him whether they would be coming in to
14 work or not. As a further example, Plaintiff Gomez was required to use his personal cellular
15 phone to call Defendants’ management regarding work-related matters, such as asking about
16 customer discount codes or to discuss shift coverage. Although Defendants required Plaintiffs
17 and class members to use their personal mobile devices and/or mobile data to carry out their
18 work-related duties, Defendants failed to reimburse them for their costs incurred.

19 149. Second, during the relevant time period, Defendants had a company-wide
20 policy of requiring Plaintiff Sanchez and class members to utilize their own personal vehicles
21 to carry out company business, but failed to reimburse them for all costs of travel, including
22 mileage. For example, Defendants required Plaintiff Sanchez to make a 30-mile round trip to
23 Pasadena to attend a kitchen staff meeting regarding new menu items. As a further example,
24 twice during his employment, Plaintiff Sanchez was required to drive to the City of Industry, a
25 60-mile round trip, to purchase groceries when there was a kitchen shortage at his restaurant.
26 Additionally, on ten (10) different occasions, Defendants’ management instructed Plaintiff
27 Sanchez to travel approximately two miles to obtain extra ingredients during kitchen
28 shortages. Although Defendants required Plaintiff Sanchez and class members to utilize their

own vehicles to carry out their work-related responsibilities, Defendants did not reimburse them for their travel expenses.

150. Third, during the relevant time period, Defendants required Plaintiff Gomez and class members to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Plaintiff Gomez spent approximately \$5 per month on supplies, including pens and paper used to take customer orders because Defendants failed to provide him with the necessary equipment to complete his work-related tasks. Although Defendants required Plaintiff Gomez and class members to purchase their own supplies for use on the job, Defendants failed to reimburse them for their costs incurred.

151. Fourth, during the relevant time period, Defendants had a company-wide policy of requiring Plaintiffs and class members to report to work in clean and presentable uniforms bearing the IHOP company name and logo, including uniform shirts, hats, and aprons. However, Defendants did not provide employees with sufficient uniform items to wear in relation to the tasks they were required to perform and the number of shifts they worked throughout the week. For example, Defendants only provided Plaintiff Gomez with two (2) uniform shirts and two (2) uniform aprons at the time of hire. Because Defendants failed to provide Plaintiffs with an adequate number of uniform items, Plaintiffs and class members had to wash their uniforms more frequently than they otherwise would do laundry, and incur expenses in doing so.

152. Due to the nature of restaurant work, the uniform items would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that Plaintiff Sanchez was unable to mix these clothes in with his other laundry and had to wash his uniform items separately from his regular clothing, thus incurring additional laundry expenses for the upkeep of his uniforms. Additionally, because Defendants failed to provide employees with an adequate number of uniform items, Plaintiff Gomez was forced to wash his uniforms more frequently than he would otherwise do laundry, thus incurring additional utility and laundry expenses. Thus, Defendants failed to maintain uniforms they required Plaintiffs and class

1 members to wear during their shifts and forced them to incur the cost of maintaining employee
2 uniforms.

3 153. Defendants could have provided Plaintiffs and class members with the actual
4 equipment for use on the job, such as company mobile devices, company vehicles, and
5 supplies/equipment, as well as an adequate number of uniform items or access to laundering
6 services. Or, Defendants could have reimbursed employees for their mobile device usage,
7 travel expenses, mileage, supply and equipment expenses, and laundering expenses or
8 provided a uniform maintenance allowance. Instead, Defendants passed these operating costs
9 onto Plaintiffs and class members. At all relevant times, Plaintiffs did not earn at least two (2)
10 times the minimum wage.

11 154. Defendants' company-wide policy and/or practice of not reimbursing
12 employees for expenses necessarily incurred and passing on their operating costs to Plaintiffs
13 and class members violates California Labor Code section 2802. Defendants have
14 intentionally and willfully failed to reimburse Plaintiffs and class members for necessary
15 business-related expenses and costs.

16 155. Pursuant to California Labor Code section 2802, Plaintiffs and class members
17 are entitled to recover from Defendants their business-related expenses incurred during the
18 course and scope of their employment, plus interest, costs, and attorneys' fees.

19 **NINTH CAUSE OF ACTION**

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

21 **(Brought by Plaintiff Sanchez Against all Defendants)**

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

24 157. California Labor Code sections 2698, *et seq.* permit Plaintiff Sanchez to
25 recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor
26 Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d),
27 and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff
28 Sanchez, to recover civil penalties for violations of those Labor Code sections not found in

1 section 2699.5, including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197,
2 1197.1, and 2802.

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

- 5 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
6 Wage Order for Defendants' failure to compensate Plaintiff Sanchez
7 and other aggrieved employees with all required overtime pay, as
8 alleged herein;
- 9 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
10 1198, and the applicable IWC Wage Order for Defendants' failure to
11 compensate Plaintiff Sanchez and other aggrieved employees with at
12 least minimum wages for all hours worked, as alleged herein;
- 13 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
14 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
15 Sanchez and other aggrieved employees with meal periods, as alleged
16 herein;
- 17 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
18 applicable IWC Wage Order for Defendants' failure to authorize and
19 permit Plaintiff Sanchez and other aggrieved employees to take rest
20 periods, as alleged herein;
- 21 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
22 IWC Wage Order for failure to provide accurate and complete wage
23 statements to Plaintiff Sanchez and other aggrieved employees, as
24 alleged herein;
- 25 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
26 IWC Wage Order for failure to maintain payroll records, as alleged
27 herein;
- 28 (g) Violation of Labor Code sections 201 and 202 for failure to pay all

1 earned wages upon termination, as alleged herein;

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

4 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
5 Sanchez and other aggrieved employees for all business expenses
6 necessarily incurred, as alleged herein.

7 159. Therefore, Plaintiff Sanchez and other aggrieved employees are entitled to
8 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

9 **TENTH CAUSE OF ACTION**

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

11 **Unlawful Business Practices**

12 **(Against all Defendants)**

13 160. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
14 and every allegation set forth above.

15 161. Defendants are “persons” as defined by California Business & Professions
16 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
17 and/or associations.

18 162. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
19 unlawful and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have
20 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
21 practices. Plaintiffs seek to enforce important rights affecting the public interest within the
22 meaning of Code of Civil Procedure section 1021.5.

23 163. Defendants’ activities, as alleged herein, are violations of California law, and
24 constitute unlawful business acts and practices in violation of California Business &
25 Professions Code sections 17200, *et seq.*

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

- 1 (a) Requiring non-exempt, hourly paid employees, including Plaintiffs and
2 class members, to work overtime without paying them proper
3 compensation in violation of California Labor Code sections 510 and
4 1198, and the applicable IWC Wage Order, as alleged herein;
- 5 (b) Failing to pay at least minimum wage to Plaintiffs and class members in
6 violation of California Labor Code sections 1182.12, 1194, 1197,
7 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
8 herein;
- 9 (c) Failing to provide all meal periods to Plaintiffs and class members in
10 violation of California Labor Code sections 226.7, 512(a), 516, and
11 1198, and the applicable IWC Wage Order, as alleged herein;
- 12 (d) Failing to authorize and permit Plaintiffs and class members to take all
13 rest periods in violation of California Labor Code sections 226.7, 516,
14 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 15 (e) Failing to provide Plaintiffs and class members with accurate wage
16 statements and failing to maintain accurate payroll records in violation
17 of California Labor Code sections 226(a), 1174(d), and 1198, and the
18 applicable IWC Wage Order, as alleged herein;
- 19 (f) Failing to timely pay all earned wages to Plaintiffs and class members in
20 violation of California Labor Code section 204, as alleged herein; and
- 21 (g) Failing to reimburse Plaintiffs and class members for all business
22 expenses necessarily incurred in violation of California Labor Code
23 section 2802, as alleged herein.

24 165. As a result of the violations of California law herein described, Defendants
25 unlawfully gained an unfair advantage over other businesses. Plaintiffs and class members
26 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
27 herein.

28 166. Pursuant to California Business & Professions Code sections 17200, *et seq.*,

1 Plaintiffs and class members are entitled to restitution of the wages withheld and retained by
2 Defendants during a period that commences four years prior to the filing of this complaint; a
3 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and
4 class members; and an award of attorneys' fees pursuant to California Code of Civil
5 Procedure section 1021.5 and other applicable laws; and an award of costs.

6 **ELEVENTH CAUSE OF ACTION**

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

8 **Unfair Business Practices**

9 **(Against all Defendants)**

10 167. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
11 and every allegation set forth above.

12 168. Defendants are "persons" as defined by California Business & Professions
13 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
14 and/or associations.

15 169. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
16 and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have suffered
17 injury in fact and has lost money as a result of Defendants' unfair business practices.
18 Plaintiffs seek to enforce important rights affecting the public interest within the meaning of
19 Code of Civil Procedure section 1021.5.

20 170. Defendants' activities, namely Defendants' company-wide practice and/or
21 policy of not paying Plaintiffs and class members all meal and rest period premiums due to
22 them under California Labor Code section 226.7, deprived Plaintiffs and class members of the
23 compensation guarantee and enhanced enforcement implemented by section 226.7. The
24 statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to
25 compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v.*
26 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
27 were guaranteed to Plaintiffs and class members as part of their employment with Defendants,
28 and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an

1 unfair business practice in violation of California Business & Professions Code sections
2 17200, *et seq.* (*Id.*)

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

7 172. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
8 Plaintiffs and class members are entitled to restitution for the class-wide loss of the statutory
9 benefits implemented by section 226.7 withheld and retained by Defendants during a period
10 that commences four years prior to the filing of this complaint; a permanent injunction
11 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
12 Plaintiffs and class members; an award of attorneys' fees pursuant to California Code of Civil
13 Procedure section 1021.5 and other applicable laws; and an award of costs.

14 **REQUEST FOR JURY TRIAL**

15 Plaintiffs request a trial by jury.

16 **PRAYER FOR RELIEF**

17 Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment
18 against Defendants, jointly and severally, as follows:

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

22 **Class Certification**

- 23 2. That this case be certified as a class action;
24 3. That Plaintiffs be appointed as the representatives of the Class and Subclass;
25 4. That counsel for Plaintiffs be appointed as class counsel.

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

27 5. That the Court declare, adjudge, and decree that Defendants violated California
28 Labor Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to

1 pay all overtime wages due to Plaintiffs and class members;

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

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

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

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

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

11 10. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage
13 Order by willfully failing to pay minimum wages to Plaintiffs and class members;

14 11. For general unpaid wages and such general and special damages as may be
15 appropriate;

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

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

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

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

23 **As to the Third Cause of Action**

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

27 17. That the Court make an award to the Plaintiffs and class members of one (1)
28 hour of pay at each employee's regular rate of pay for each workday that a meal period was

1 not provided;

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

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

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

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

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

11 **As to the Fourth Cause of Action**

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

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

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

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

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

23 28. For attorneys' fees pursuant to California Code of Civil Procedure section
24 1021.5, or as otherwise provided by law; and

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

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

28 30. That the Court declare, adjudge and decree that Defendants violated the

recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiffs and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

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

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code section 204 by willfully failing to timely pay Plaintiffs and class members
2 overtime wages, minimum wages, and/or meal and rest period premiums during their
3 employment;

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

6 44. For statutory penalties according to proof pursuant to California Labor Code
7 section 210;

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

10 46. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

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

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

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

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

20 50. For pre-judgment interest on any unpaid business-related expenses from the
21 date such amounts were due pursuant to California Labor Code section 2802(b), or as
22 otherwise provided by law;

23 51. For all actual, consequential, and incidental losses and damages, according to
24 proof;

25 52. For attorneys' fees and costs pursuant to California Labor Code section
26 2802(c), or as otherwise provided by law; and

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

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff Sanchez and other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); and 2802 (by failing to reimburse business expenses);

55. For civil penalties pursuant to the California Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f), and (k), 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;

56. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' 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;

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

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

As to the Tenth Cause of Action

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

1 failing to timely pay Plaintiffs and class members all earned wages during employment, and
2 failing to reimburse Plaintiffs and class members for business-related expenses, constitutes an
3 unlawful business practice in violation of California Business and Professions Code sections
4 17200, *et seq.*;

5 60. For restitution of unpaid wages to Plaintiffs and all class members and
6 prejudgment interest from the day such amounts were due and payable;

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

11 62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Code of Civil Procedure section 1021.5; and

13 63. For such other and further relief as the Court may deem equitable and
14 appropriate.

15 **As to the Eleventh Cause of Action**

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

20 65. For restitution of the statutory benefits under California Labor Code section
21 226.7 unfairly withheld from Plaintiffs and class members and prejudgment interest from the
22 day such amounts were due and payable;

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

27 67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
28 California Code of Civil Procedure section 1021.5;

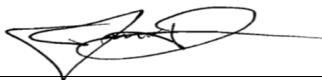
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68. For pre-judgment and post-judgment interest as provided by law; and
69. For such other and further relief as the Court may deem equitable and appropriate.

Dated: May 27, 2025

Respectfully submitted,

Capstone Law APC

By: 
Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiffs Antonio Sanchez and Rosendo Gomez

EXHIBIT “1”

ARIANNA EGUILUZ
310.712.8142 Direct
Arianna.Eguiluz@capstonelawyers.com

February 27, 2025

VIA ONLINE SUBMISSION

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

Subject: *Antonio Sanchez v. Seven Twenty Eight Company, Inc., et al.*

Dear PAGA Administrator:

This office represents Antonio Sanchez in connection with his claims under the California Labor Code. Mr. Sanchez was an employee of SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and/or SEVENTEEN O EIGHT COMPANY, INC. For the purpose of this letter, Mr. Sanchez collectively refers to these entities as "MR. STAX."

The employers may be contacted directly at the addresses below:

SEVEN TWENTY EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

ANAHEIM PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

HUNTINGTON BEACH NINE EIGHTEEN COMPANY
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

MR. STAX, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN THIRTY FIVE, CO., A CALIFORNIA
LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

SEVEN FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN SEVENTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN SEVENTY NINE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

NINE TWENTY FIVE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

NINE FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVENTEEN O EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

SIX TWENTY SEVEN COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN FORTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN FORTY FOUR COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN SEVENTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

SEVEN SEVENTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

SEVEN EIGHTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN NINETY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

NINE FIFTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

MR. STAX employed Mr. Sanchez as an hourly paid, non-exempt employee from approximately February 2005 to December 2024. Mr. Sanchez worked for MR. STAX as a [cook Cook Leader](#) at its restaurant in Burbank, California. During his employment, Mr. Sanchez typically worked six (6) hours to eight (8) hours or more per day, and five (5) days per week. At the time Mr. Sanchez’s employment with MR. STAX ended, he earned approximately \$23.00 per hour. His job duties included, without limitation, preparing ingredients, cooking food, managing inventory, and cleaning.

MR. STAX has committed each of the following Labor Code violations against Mr. Sanchez, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

MR. STAX’s Company-Wide and Uniform Payroll and HR Practices

SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; SEVENTEEN O EIGHT COMPANY, INC. are Nevada corporations. LONG BEACH PANCAKES, INC. and SEVEN SEVENTY THREE COMPANY, INC. are California corporations. SEVEN THIRTY FIVE CO., A CALIFORNIA LIMITED PARTNERSHIP is a California limited partnership. Together, they operate IHOP franchise restaurants with approximately 26 locations throughout California. Upon information and belief, MR. STAX maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Valencia or Panorama City, California, for all non-exempt, hourly paid employees working for MR. STAX in California, including Mr. Sanchez and other aggrieved employees. At all relevant times, MR. STAX issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Sanchez and other aggrieved employees, regardless of their location or position.

Upon information and belief, MR. STAX maintains a centralized Payroll department at its corporate headquarters in Valencia or Panaroma City, California, which processes payroll for all non-exempt, hourly paid employees working for MR. STAX in California, including Mr. Sanchez and other

¹ These facts, theories, and claims are based on Mr. Sanchez’s experience and counsel’s review of those records currently available relating to Mr. Sanchez’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, Mr. Sanchez reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

aggrieved employees. Further, MR. STAX issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Mr. Sanchez and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, MR. STAX utilized the same methods and formulas when calculating wages due to Mr. Sanchez 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.

MR. STAX willfully failed to pay all overtime wages owed to Mr. Sanchez and other aggrieved employees. During the relevant time period, Mr. Sanchez 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, MR. STAX had, and continues to have, a company-wide policy of discouraging and impeding Mr. Sanchez and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled with MR. STAX's use of labor budgets and assignment of heavy workloads (*see infra*), led Mr. Sanchez and other aggrieved employees to work off-the-clock after their scheduled shift times. For example, Mr. Sanchez would frequently have to clock out at his scheduled shift end-time and stay after his shift for five (5) to ten (10) minutes until the next cook arrived. However, Mr. Sanchez received no compensation for this time spent continuing to assist in the kitchen and helping with food orders while off-the-clock.

Second, as stated, MR. STAX had, and continues to have, a company-wide policy of strictly staffing its restaurant locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. This practice of labor budgeting and/or limited payroll allocation has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Because MR. STAX did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Mr. Sanchez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. MR. STAX also had a practice of failing to adhere to a schedule for meal periods, which further caused Mr. Sanchez and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result of this insufficient meal period coverage, Mr. Sanchez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Sanchez worked through some of his meal periods

entirely because there was an inadequate number of employees to provide coverage. Mr. Sanchez's meal periods would also be interrupted and/or cut short by 10-15 minutes per instance to assist the kitchen or attend to work-related issues, per MR. STAX's management's request. On information and belief, because MR. STAX frowned upon employees accruing meal period premiums, MR. STAX's management adjusted employee time records to reflect compliant meal periods, even when employees had not received compliant meal periods. Thus, MR. STAX did not record all hours worked during meal periods, and Mr. Sanchez and other aggrieved employees performed work during meal periods for which they were not paid.

Third, in conjunction with MR. STAX's policy and/or practice of understaffing, MR. STAX maintained and implemented an on-premises meal period policy, which effectively required Mr. Sanchez and other aggrieved employees to remain on or near the work premises during their meal periods. Because Mr. Sanchez and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. For example, on Mr. Sanchez's weekend shifts, MR. STAX's management required Mr. Sanchez to stay on the premises during his meal periods. Thus, MR. STAX effectively maintained control over Mr. Sanchez and other aggrieved employees during unpaid meal periods.

Fourth, MR. STAX's company-wide timekeeping system prevented Mr. Sanchez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Sanchez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, MR. STAX did not record all hours worked during meal periods, and Mr. Sanchez and other aggrieved employees performed work during meal periods for which they were not paid.

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

MR. STAX's failure to pay Mr. Sanchez and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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)(M) (defining “Hours Worked”).

As set forth above, in order to limit the amount of overtime employees could accrue, MR. STAX had, and continues to have, a company-wide policy of discouraging and impeding Mr. Sanchez and other aggrieved employees recording hours worked that were outside of their scheduled shifts. MR. STAX’s policy of limiting overtime accrual, in conjunction with its use of labor budgets and assignment of heavy workloads, led Mr. Sanchez and other aggrieved employees to work off-the-clock after their scheduled shift times. For example, as stated, after clocking out for his scheduled shift, Mr. Sanchez would continue to work until another cook showed up for their shift.

Additionally, as set forth above, due to MR. STAX’s company-wide practice of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to adhere to a schedule for meal periods, requiring employees to stay on the work premises during meal periods, and subsequent lack of meal period coverage, Mr. Sanchez 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. Further, as also stated, in order to prevent employees from accruing meal period premiums, MR. STAX’s management adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Additionally, as stated, MR. STAX’s company-wide timekeeping system prevented Mr. Sanchez and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Sanchez and other aggrieved employees for a full 30 minutes. Thus, MR. STAX systematically failed to pay Mr. Sanchez and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

MR. STAX did not pay at least minimum wages for all hours worked by Mr. Sanchez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, MR. STAX 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, MR. STAX regularly failed to pay at least minimum wages to Mr. Sanchez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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

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

Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, MR. STAX had, and continues to have, a company-wide policy and/or practice of understaffing its locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads and failure to adhere to a schedule for meal periods, resulted in a lack of meal period coverage and prevented Mr. Sanchez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled.

As a result, Mr. Sanchez and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Mr. Sanchez missed some of his meal periods entirely because there was inadequate meal coverage. For the same reasons, Mr. Sanchez's meal periods would be interrupted and/or cut short by 10-15 minutes so he could assist the kitchen or attend to work-related issues with management during this time. As a further example, when Mr. Sanchez would take his meal periods, he often took them late, after the seventh or eighth hour of work.

Second, as stated, because MR. STAX frowned upon employees accruing meal period premiums, MR. STAX's management adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by MR. STAX. As also stated, MR. STAX's company-wide timekeeping system prevented Mr. Sanchez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Sanchez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, MR. STAX did not record all hours worked during meal periods.

Third, as stated, MR. STAX maintained and implemented an on-premises meal period policy, which effectively required Mr. Sanchez and other aggrieved employees to remain on or near the work premises during their meal periods. Because Mr. Sanchez and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. For example, as stated, on weekends, MR. STAX required Mr. Sanchez to stay on the premises during his meal periods, in case he was needed during that time. Thus, MR. STAX effectively maintained control over Mr. Sanchez and other aggrieved employees during unpaid meal periods.

Fourth, MR. STAX did not provide Mr. Sanchez and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, during the relevant time period, Mr. Sanchez often worked shifts in excess of 10 hours in one day and never took a second meal period. Mr. Sanchez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, MR. STAX had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. MR. STAX took the position that non-exempt, hourly paid employees had waived their rights to first meal periods for the entirety of their

employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, MR. STAX's "Meal Period Waiver" requires employees to provide one day's advanced written notice should they wish to revoke the waiver. MR. STAX's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers by providing advance written notice, discouraged and impeded Mr. Sanchez and other aggrieved employees from taking all meal periods to which they were entitled.

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

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

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

At all times herein mentioned, MR. STAX knew or should have known that, as a result of these policies, Mr. Sanchez and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. MR. STAX further knew or should have known that MR. STAX did not pay Mr. Sanchez and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

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

Accordingly, MR. STAX failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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, 273 (2016).

During the relevant time period, MR. STAX regularly failed to authorize and permit Mr. Sanchez 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, MR. STAX’s company-wide use of labor budgeting, understaffing, and assignment of heavy workloads prevented Mr. Sanchez and other aggrieved employees from being relieved of all duty in order to take their rest periods. MR. STAX also failed to schedule rest periods, which, coupled with MR. STAX’s failure to provide adequate rest period coverage, further led to Mr. Sanchez and other aggrieved employees not being authorized and permitted to take compliant rest periods.

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

As a result of MR. STAX’s practices and policies, Mr. Sanchez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Sanchez had to forgo all of his rest periods due to a lack of rest period coverage.

MR. STAX has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Sanchez and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, MR. STAX failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

During the relevant time period, MR. STAX has knowingly and intentionally provided Mr. Sanchez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, MR. STAX issued uniform wage statements to Mr. Sanchez 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 the corresponding number of hours worked at each hourly rate. Specifically, MR. STAX violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because MR. STAX did not record the time Mr. Sanchez and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), MR. STAX did not list the correct amount of gross wages and net wages earned by Mr. Sanchez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, MR. STAX failed to accurately list the total number of hours worked by Mr. Sanchez 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).

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 hours worked off-the-clock.

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

1174(d), MR. STAX willfully failed to maintain accurate payroll records for Mr. Sanchez 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, MR. STAX 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 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 Mr. Sanchez and other aggrieved employees, in violation of section 1198. Furthermore, in light of MR. STAX’s failure to provide Mr. Sanchez and other aggrieved employees with second 30-minute meal periods to which they were entitled, MR. STAX kept no records of meal start and end times for second meal periods.

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

Mr. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

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, MR. STAX failed to pay Mr. Sanchez 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.

Mr. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

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.

MR. STAX willfully failed to pay Mr. Sanchez and other aggrieved employees who are no longer employed by MR. STAX 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 MR. STAX's employ.

Mr. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

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, MR. STAX, on a company-wide basis, required Mr. Sanchez and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, MR. STAX's management contacted Mr. Sanchez on his personal cellular phone regarding work-related matters, such as asking him to go and pick up groceries or ingredients for the restaurant when there was a kitchen shortage. Additionally, other employees would contact Mr. Sanchez to notify him whether they would be coming in to work or not. Although MR. STAX required Mr. Sanchez and

other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, MR. STAX failed to reimburse them for their costs incurred.

Second, during the relevant time period, MR. STAX had a company-wide policy of requiring Mr. Sanchez and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, MR. STAX required Mr. Sanchez to make a 30-mile round trip to Pasadena to attend a meeting for the kitchen staff regarding new menu items. As a further example, twice during his employment, Mr. Sanchez was required to drive to the City of Industry, a 60-mile round trip, to purchase groceries when there was a kitchen shortage at the restaurant. Additionally, on ten (10) different occasions, MR. STAX's management instructed Mr. Sanchez to travel approximately two miles to obtain extra ingredients during kitchen shortages. Although MR. STAX required Mr. Sanchez and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, MR. STAX did not reimburse them for their travel expenses.

Third, during the relevant time period, MR. STAX had a company-wide policy of requiring Mr. Sanchez and other aggrieved employees to wear uniforms bearing the "IHOP" company name and logo, including uniform shirts and hats. Due to the nature of restaurant work, Mr. Sanchez's uniform items would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that he was unable to mix these clothes in with other laundry. As a result, Mr. Sanchez had to wash his uniform items separately from his regular clothing, thus incurring additional laundry expenses for the upkeep of his uniforms. Thus, MR. STAX failed to maintain uniforms it required Mr. Sanchez and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

MR. STAX could have provided Mr. Sanchez and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles, as well as access to laundering services. Or, MR. STAX could have reimbursed employees for their mobile device usage, travel expenses, mileage, and laundering expenses or provided a uniform maintenance allowance. Instead, MR. STAX passed these operating costs onto Mr. Sanchez and aggrieved employees. At all relevant times, Mr. Sanchez did not earn at least two (2) times the minimum wage.

Thus, MR. STAX 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. Mr. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

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."

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

Accordingly, Mr. Sanchez seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Sanchez acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against MR. STAX 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, Mr. Sanchez seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

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

Arianna Eguiluz
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 712-8142

Best Regards,



Arianna Eguiluz

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☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

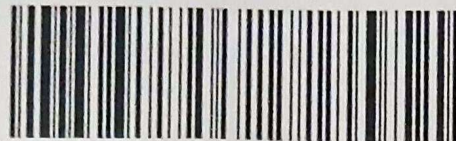
☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0137 97

ANAHEIM PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic

For delivery

Certified Mail

\$

Extra Service

☒ Return Rec

☐ Return Rec

☐ Certified M

☐ Adult Signa

☐ Adult Signa

Postage

\$

Total Postage and Fees

\$

Sent To

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

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse for Instructions

ANAHEIM PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

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.

ANAHEIM PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5729 92

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0137 97

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

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

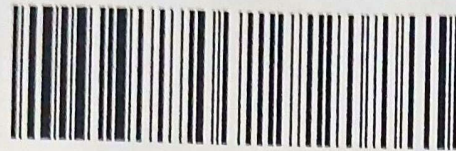
☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0138 03

ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

9589 0710 5270 0211 0138 03

U.S. Postal Service™
CERTIFIED MAIL™
Domestic

For delivery to:
ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

Certified Mail
\$
Extra Service:
☒ Return Receipt
☐ Return Receipt
☐ Certified Mail
☐ Adult Signature
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SANCHEZ V, 728

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.

ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5730 05

2. Article Number (Transfers from)

9589 0710 5270 0211 0138 03

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

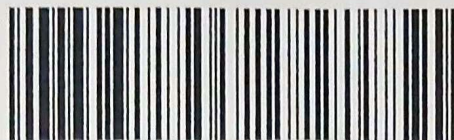
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0138 10

HUNTINGTON BEACH NINE
EIGHTEEN COMPANY
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

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

For delivery to:
HUNTINGTON BEACH NINE
EIGHTEEN COMPANY
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

Certified Mail
\$
Extra Service
☒ Return Receipt
☐ Certified
☐ Adult Sig
☐ Adult Signature of Addressee

Postage
\$
Total Postage and Fees
\$
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

SANCHEZ V, 728

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

HUNTINGTON BEACH NINE
EIGHTEEN COMPANY
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5730 12

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0138 10

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery

☒ Certified Mail®
☐ Certified Mail Restricted Delivery

☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

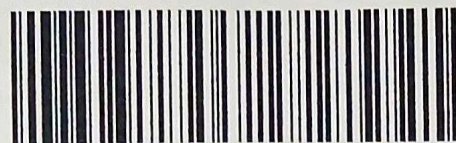
☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0138 27

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

U.S. Postal Service™
CER
Domes

For delivery to: **LONG BEACH PANCAKES, INC.**
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

Certified Mail \$
Extra Service \$
☒ Return Receipt \$
☐ Return Receipt \$
☐ Certified Mail \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage and Fees \$
Sent To **SANCHEZ V, 728**
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5730 29

9589 0710 5270 0211 0138 27

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ 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

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

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0138 34

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic

For delivery

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

Certified Mail

Extra Service

☒ Return Rec

☐ Return Rec

☐ Certified M

☐ Adult Signa

☐ Adult Signature Restricted Delivery

Postage

Total Postage and Fees

SANCHEZ V, 728

Sent To

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

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5730 36

2 Article Number (Transfer from service label)

9589 0710 5270 0211 0138 34

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

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Mail
Restricted Delivery

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

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0138 41

MR. STAX, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

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

For delivery to:
C
MR. STAX, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

Certified Mail
\$
Extra Services:
☒ Return Receipt
☐ Return Receipt
☐ Certified Mail
☐ Adult Signature
☐ Adult Signature
Postage
\$
Total Postage and Fees
\$
Sent To
Street and Apt. No., or P.O. Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-8047 See Reverse for Instructions

9589 0710 5270 0211 0138 41

SANCHEZ V, 728

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.

MR. STAX, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5730 43

2 Article Number (Transfer from service label)

9589 0710 5270 0211 0138 41

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

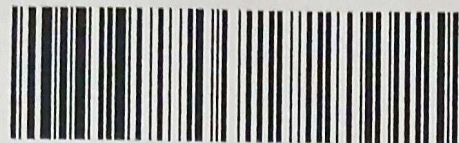
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

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

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0138 58

SIX TWENTY SEVEN
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

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

For delivery to:
SIX TWENTY SEVEN
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

SANCHEZ V, 728

Certified Mail
\$
Extra Services:
☒ Return Receipt
☐ Return Receipt
☐ Certified Mail
☐ Adult Signature
☐ Adult Signature
Postage
\$
Total Postage and Fees
\$
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SIX TWENTY SEVEN
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355



9590 9402 8803 4005 5727 87

2. Article Number (Transit)

9589 0710 5270 0211 0138 58

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

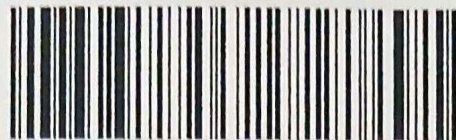
C. Date of Delivery

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

1. Service Type

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

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0138 65

SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL RECEIPT
Domestic

For delivery to: **SIX THIRTY SIX COMPANY, INC.**
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

Certified Mail
\$
Extra Service:
☒ Return Receipt
☐ Return Receipt
☐ Certified Mail
☐ Adult Signature
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0211 0138 65

SANCHEZ V, 728

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.

SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355



9590 9402 8803 4005 5727 94

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0138 65

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

☐ Priority Mail Express®

☐ Registered Mail™

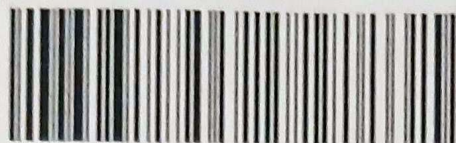
☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0138 72

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic

For delivery

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

Certified Mail

Extra Services

☒ Return Receipt

☐ Return Receipt

☐ Certified Mail

☐ Adult Signature

☐ Adult Signature

Postage

\$

Total Postage and Fees

\$

Sent To

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

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse for Instructions

9589 0710 5270 0211 0138 72

SANCHEZ V, 728

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.

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5728 00

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0138 72

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

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

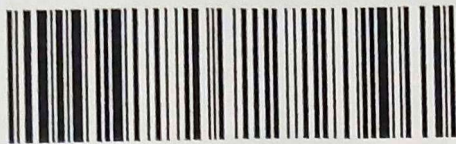
☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0138 89

SEVEN THIRTY FIVE, CO.,
A CALIFORNIA
LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

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

For delivery to:
C
SEVEN THIRTY FIVE, CO.,
A CALIFORNIA
LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

Certified Mail
\$
Extra Services
☒ Return Receipt
☐ Return Receipt
☐ Certified Mail
☐ Adult Signature
☐ Adult Signature

Postage
\$
Total Postage and Fees
\$
Sent To
SANCHEZ V, 728
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SEVEN THIRTY FIVE, CO.,
A CALIFORNIA
LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402



9590 9402 8803 4005 5728 17

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0138 89

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

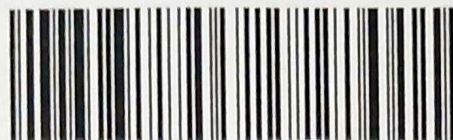
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0138 96

SEVEN FORTY ONE
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic

For delivery to:
SEVEN FORTY ONE
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

Certified Mail
\$
Extra Service:
☒ Return Receipt
☐ Return Receipt
☐ Certified Mail
☐ Adult Signature
☐ Adult Signature

Postage
\$
Total Postage and Fees
\$
Sent To
SANCHEZ V, 728
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SEVEN FORTY ONE
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5728 24

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0138 96

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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®

☐ Registered Mail®

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

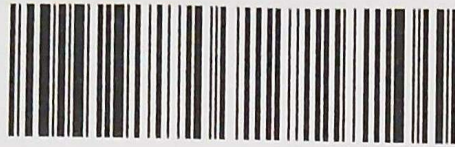
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL



9589 0710 5270 0211 0139 02

SEVEN FORTY TWO
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic

For deliver

SEVEN FORTY TWO
COMPANY, INC.

25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

Certified Mail F

\$

Extra Services

☒ Return Recel

☐ Return Recel

☐ Certified Mail

☐ Adult Signatu

☐ Adult Signatu

Postage

\$

Total Postage and Fees

\$

Sent To

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

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SANCHEZ V, 728

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.

SEVEN FORTY TWO
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355



9590 9402 8803 4005 5728 31

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

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

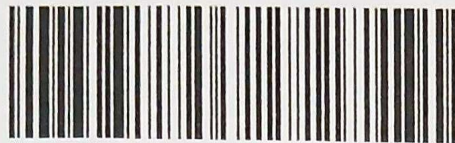
☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0139 19

SEVEN FORTY FOUR
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic

For delivery to:

SEVEN FORTY FOUR
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

Certified Mail®
\$
Extra Service:
☒ Return Receipt
☐ Certified Mail
☐ Adult Signature
☐ Adult Signature Restricted Delivery

Postage
\$
Total Postage and Fees
\$

Sent To
SANCHEZ V, 728

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

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SEVEN FORTY FOUR
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5728 48

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0139 19

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

- Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Mail Restricted Delivery (00)
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0139 26

SEVEN FIFTY THREE
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

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

For delivery to:
Certified Mail®
Extra Services:
☒ Return Receipt
☐ Return Receipt
☐ Certified Mail
☐ Adult Signature
☐ Adult Signature

Postage \$
Total Postage and Fees \$

Sent To: SANCHEZ V, 728
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, January 2002 PSN 7530-02-000-9001 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.

SEVEN FIFTY THREE
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355



9580 9402 8803 4006 5728 55

2. Article Number (Transfer from www.usps.com)

9589 0710 5270 0211 0139 26

PS Form 3811, July 2002 PSN 7530-02-000-9001

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent
☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery

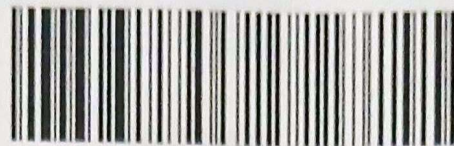
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0139 33

SEVEN SEVENTY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
STE 200
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL®
Domestic

For delivery to:

SEVEN SEVENTY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
STE 200
VALENCIA, CA 91355

Postage \$
Total Postage and Fees \$
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SEVEN SEVENTY TWO COMPANY,
INC.
25060 AVENUE STANFORD,STE 210
STE 200
VALENCIA, CA 91355



9590 9402 8803 4005 5728 62

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0139 33

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

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

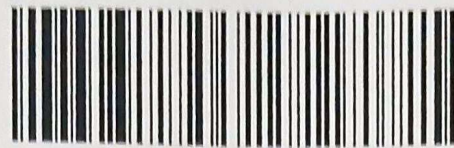
☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0139 40

SEVEN SEVENTY THREE
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

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

For delivery to:
SEVEN SEVENTY THREE
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

Certified Mail
\$
Extra Service
☒ Return Receipt
☐ Return Receipt
☐ Certified Mail
☐ Adult Signature
☐ Adult Signature Restricted Delivery

Postage
\$
Total Postage and Fees
\$
Sent To
SANCHEZ V, 728
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

SEVEN SEVENTY THREE
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355



9590 9402 8803 4005 5728 79

2. Article Number (Transfer from carrier label)
9589 0710 5270 0211 0139 40

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

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

on Delivery Restricted Delivery
Mail
Mail Restricted Delivery
(over \$500)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0139 57

SEVEN SEVENTY SIX
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
SUITE 200
VALENCIA, CA 91355

U.S. Postal Service™
CERT
Domestic

For delivery

SEVEN SEVENTY SIX
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
SUITE 200
VALENCIA, CA 91355

Certified Mail Fee \$
Extra Services & Fees
☒ Return Receipt
☐ Return Receipt
☐ Certified Mail Receipt
☐ Adult Signature required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage and Fees \$
Sent To SANCHEZ V, 728
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SEVEN SEVENTY SIX
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
SUITE 200
VALENCIA, CA 91355



9590 9402 8803 4005 5728 86

9589 0710 5270 0211 0139 57

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

- E. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Post on Delivery Restricted Delivery
Mail
Restricted Delivery
(over \$500)

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



SEVEN SEVENTY NINE
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic

For delivery to

Certified Mail

SEVEN SEVENTY NINE
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

Postage

Total Postage and Fees

Sent To

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

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.	A. Signature ☐ Agent X ☐ 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																
SEVEN SEVENTY NINE COMPANY, INC. 25060 AVENUE STANFORD,STE 210 VALENCIA, CA 91355	3. Service Type <table border="0"><tr><td>☐ Adult Signature</td><td>☐ Priority Mail Express®</td></tr><tr><td>☐ Adult Signature Restricted Delivery</td><td>☐ Registered Mail™</td></tr><tr><td>☒ Certified Mail®</td><td>☐ Registered Mail Restricted Delivery</td></tr><tr><td>☐ Certified Mail Restricted Delivery</td><td>☐ Signature Confirmation™</td></tr><tr><td>☐ Collect on Delivery</td><td>☐ Signature Confirmation Restricted Delivery</td></tr><tr><td>☐ Collect on Delivery Restricted Delivery</td><td></td></tr><tr><td>☐ Insured Mail</td><td></td></tr><tr><td>☐ Mail Restricted Delivery</td><td></td></tr></table>	☐ 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		☐ Mail Restricted Delivery	
☐ 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																	
☐ Mail Restricted Delivery																	
9590 9402 8803 4005 5728 93 2 Article Number (Transfer from service label) 9589 0710 5270 0211 0139 64																	

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

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0137 42

SEVEN EIGHTY THREE
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic

For delivery

SEVEN EIGHTY THREE
COMPANY, INC.

25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

Certified Mail F

\$

Extra Services

☒ Return Recel

☐ Return Recel

☐ Certified Mail

☐ Adult Signatu

☐ Adult Signatu

Postage

\$

Total Postage and Fees

SANCHEZ V, 728

\$

Sent To

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

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SEVEN EIGHTY THREE
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355



9590 9402 8803 4005 5729 09

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0137 42

Restricted Delivery

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

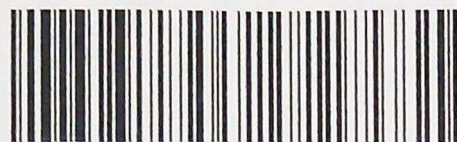
☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation

Restricted Delivery

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0139 71

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD,
STE 210, STE 200
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic

For delivery

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD,
STE 210, STE 200
VALENCIA, CA 91355

Certified Mail

\$

Extra Service

☒ Return Rec

☐ Return Rec

☐ Certified M

☐ Adult Signi

☐ Adult Signi

Postage

\$

Total Postage and Fees

\$

Sent To

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

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SANCHEZ V, 728

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.

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD,
STE 210, STE 200
VALENCIA, CA 91355



9590 9402 8803 4005 5729 16

9589 0710 5270 0211 0139 71

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

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Mail

☐ Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®

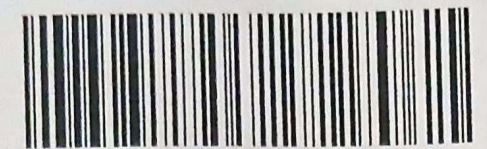
☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0139 88

SEVEN NINETY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic

For delivery

Certified Mail

\$

Extra Service

☒ Return Rec

☐ Return Rec

☐ Certified M

☐ Adult Signa

☐ Adult Signa

Postage

\$

Total Postage and Fees

\$

Sent To

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

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047

SANCHEZ V, 728

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.

SEVEN NINETY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5729 23

9589 0710 5270 0211 0139 88

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

J. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Mail
Restricted Delivery

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0137 28

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic

For delivery to:

NINE TWENTY FIVE
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

Certified Mail

☐ Return Receipt

☐ Return Receipt

☐ Certified

☐ Adult Sig

☐ Adult Sig

Postage

Total Postage and Fees

Sent to

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

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9053 See Reverse for Instructions

9589 0710 5270 0211 0137 28

NINE TWENTY FIVE
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

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.

NINE TWENTY FIVE
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5729 30

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0137 28

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

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

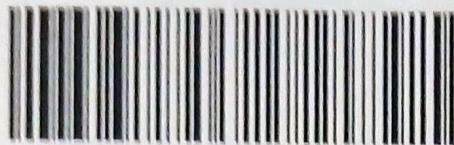
☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0137 35

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic

For delivery

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

Certified Mail

Extra Services

☒ Return Receipt

☐ Return Receipt

☐ Certified Mail

☐ Adult Signature

☐ Adult Signature

Postage

Total Postage and Fees

SANCHEZ V, 728

Sent To

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

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9037 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.

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5729 47

2. Article Number (transfer from service label)

9589 0710 5270 0211 0137 35

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

1. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Registered Mail

☐ Signature Confirmation

☐ Signature Confirmation Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0137 59

NINE FORTY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

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

For delivery to:
NINE FORTY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

Certified Mail Fee
\$
Extra Services:
☒ Return Receipt
☐ Return Receipt
☐ Certified Mail
☐ Adult Signature
☐ Adult Signature
Postage
\$
Total Postage and Fees
\$
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

NINE FORTY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5729 54

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0137 59

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

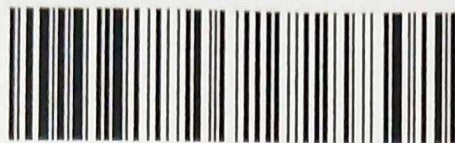
Service Type

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

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

Restricted Delivery

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0137 66

NINE FIFTY ONE
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

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

For delivery to:
NINE FIFTY ONE
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

Certified Mail P
\$
Extra Services
☒ Return Receipt
☐ Return Receipt
☐ Certified Mail
☐ Adult Signatu
☐ Adult Signatu

Postage
\$
Total Postage and Fees
\$
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

NINE FIFTY ONE
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5729 61

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0137 66

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

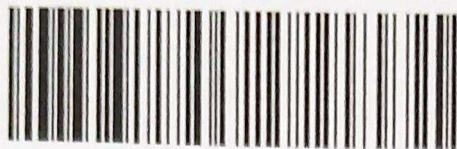
Service Type

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

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0137 73

SEVENTEEN O EIGHT
COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210, SUITE 200
VALENCIA, CA 91355

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

For delivery to:
SEVENTEEN O EIGHT
COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210, SUITE 200
VALENCIA, CA 91355

Certified Mail
\$
Extra Services:
☒ Return Receipt
☐ Return Receipt
☐ Certified Mail
☐ Adult Signature
☐ Adult Signature

Postage
\$
Total Postage and Fees
\$
Sent To
SANCHEZ V, 728
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SEVENTEEN O EIGHT
COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210, SUITE 200
VALENCIA, CA 91355



9590 9402 8803 4005 5729 78

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0137 73

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

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

Restricted Delivery

PROOF OF SERVICE

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

On **May 27, 2025**, I served the document described as **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Beth Kahn
B.Kahn@musickpeeler.com
Citadelle Priagula
C.Priagula@musickpeeler.com
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MUSICK, PEELER & GARRETT LLP
333 South Hope Street, Suite 2900 Los
Angeles, California 90071-3048

Attorneys for Defendants
SEVEN TWENTY EIGHT COMPANY,
INC.

PARACORP INCORPORATED
2804 GATEWAY OAKS DR.,
SACRAMENTO, CA

Agent for Defendants
ANAHEIM PANCAKES, INC., ARCADIA
PANCAKES, INC., HUNTINGTON
BEACH NINE EIGHTEEN COMPANY,
LONG BEACH PANCAKES, INC., LOS
ANGELES PANCAKES, INC., MR. STAX,
INC., SIX TWENTY SEVEN COMPANY,
INC., SIX THIRTY SIX COMPANY, INC.,
SIX FIFTY THREE COMPANY, INC.,
SEVEN THIRTY FIVE, CO., A
CALIFORNIA LIMITED PARTNERSHIP,
SEVEN FORTY ONE COMPANY, INC.,
SEVEN FORTY TWO COMPANY, INC.,
SEVEN FORTY FOUR COMPANY, INC.,
SEVEN FIFTY THREE COMPANY, INC.,
SEVEN SEVENTY TWO COMPANY,
INC., SEVEN SEVENTY THREE
COMPANY,. INC., SEVEN SEVENTY SIX
COMPANY, INC., SEVEN SEVENTY
NINE COMPANY, INC., SEVEN EIGHTY
THREE COMPANY, INC., SEVEN

NINETY COMPANY, INC., SEVEN
NINETY TWO COMPANY, INC., NINE
TWENTY FIVE COMPANY, INC., NINE
FORTY COMPANY, INC., NINE FORTY
TWO COMPANY, INC., NINE FIFTY ONE
COMPANY, INC., SEVENTEEN O EIGHT
COMPANY, INC.,

- ☒ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via OneLegal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).
- ☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **May 27, 2025**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature