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March 26, 2025

VIA ONLINE SUBMISSION

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

Subject: *Stephania Padilla v. Magnolia Avenue, Inc., et al.*

Dear PAGA Administrator:

This office represents Stephanía Padilla in connection with her claims under the California Labor Code. Ms. Padilla was an employee of MAGNOLIA AVENUE, INC.; BALDWIN PARK PANCAKES, INC.; EIGHT TWENTY-THREE, INC.; GRANADA HILLS PANCAKES, INC. 'K & J MANAGEMENT, INC.'; NINE FIFTY COMPANY, INC.; ONE JEFFERSON PANCAKES, INC.; SAN JOSE PANCAKES, INC.; SEVEN FIFTY-FOUR, INC.; SIX FOURTEEN, INC., A CALIFORNIA CORPORATION; and/or UNION CITY PANCAKES, INC. For the purpose of this letter, Ms. Padilla collectively refers to these entities as "K & J."

The employers may be contacted directly at the addresses below:

MAGNOLIA AVENUE, INC.
9567 MELVIN AVENUE
NORTHRIDGE, CA 91324

BALDWIN PARK PANCAKES, INC
9567 MELVIN AVE
NORTHRIDGE, CA 91324

EIGHT TWENTY-THREE, INC.
9567 MELVIN AVENUE
NORTHRIDGE, CA 91324

GRANADA HILLS PANCAKES, INC.
9567 MELVIN AVENUE
NORTHRIDGE, CA 91324

'K & J MANAGEMENT, INC.'
9567 MELVIN AVENUE
NORTHRIDGE, CA 91324

NINE FIFTY COMPANY, INC.
9567 MELVIN AVENUE
NORTHRIDGE, CA 91324

ONE JEFFERSON PANCAKES, INC.
9567 MELVIN AVENUE
NORTHRIDGE, CA 91324

SAN JOSE PANCAKES, INC.
9567 MELVIN AVENUE
NORTHRIDGE, CA 91324

SEVEN FIFTY-FOUR, INC.
9567 MELVIN AVENUE
NORTHRIDGE, CA 91324

SIX FOURTEEN, INC., A CALIFORNIA
CORPORATION
9567 MELVIN AVE
NORTHRIDGE, CA 91324

UNION CITY PANCAKES, INC.
9567 MELVIN AVENUE
NORTHRIDGE, CA 91324

Ms. Padilla 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"). Ms. Padilla seeks relief on behalf of herself, the State of California, and other persons who are or were employed by K & J 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.

K & J employed Ms. Padilla as an hourly paid, non-exempt employee from approximately February 2022 to October 2024. Ms. Padilla worked for K & J as a Server at K & J's IHOP restaurant located at 10301 Magnolia Avenue in Riverside, California. During her employment, Ms. Padilla typically worked six (6) to eight (8) or more hours per day and two (2) to five (5) days per week. At the time her employment ended, Ms. Padilla was compensated approximately \$16.00 per hour. Her primary job duties included, without limitation, taking food orders, delivering food and beverages to customers, maintaining table cleanliness, and processing customer payments.

K & J has committed each of the following Labor Code violations against Ms. Padilla, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

K & J's Company-Wide and Uniform Payroll and HR Practices

MAGNOLIA AVENUE, INC.; BALDWIN PARK PANCAKES, INC.; EIGHT TWENTY-THREE, INC.; GRANADA HILLS PANCAKES, INC. 'K & J MANAGEMENT, INC.'; NINE FIFTY COMPANY, INC.; ONE JEFFERSON PANCAKES, INC.; SAN JOSE PANCAKES, INC.; SEVEN FIFTY-FOUR, INC.; SIX FOURTEEN, INC., A CALIFORNIA CORPORATION; and UNION CITY PANCAKES, INC. are California corporations that, together, own and operate approximately 10 IHOP franchise restaurant locations in California. Upon information and belief, K & J maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Northridge, California, for all non-exempt, hourly paid employees working for K & J in California, including Ms. Padilla and other aggrieved employees. At all relevant times, K & J issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Padilla and other aggrieved employees, regardless of their location or position.

Upon information and belief, K & J maintains a centralized Payroll department at its corporate headquarters in Northridge, California, which processes payroll for all non-exempt, hourly paid employees working for K & J in California, including Ms. Padilla and other aggrieved employees. Further, K & J issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Padilla and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words,

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

K & J utilized the same methods and formulas when calculating wages due to Ms. Padilla and other aggrieved employees in California.

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

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

K & J willfully failed to pay all overtime wages owed to Ms. Padilla and other aggrieved employees. During the relevant time period, Ms. Padilla 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, K & J had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Padilla 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. K & J’s “Overtime Approval” policy states, “[a]ll employees . . . must receive approval from the appropriate supervisor prior to performing overtime work, or they may be subject to disciplinary action, up to and including immediate termination.” Further, K & J’s “Work Schedule” policy states, in part, “[d]o not begin work and do not clock in more than five (5) minutes before your normally scheduled shift. Likewise, stop work and clock out no more than five (5) minutes after the end of your scheduled shift. . . . Employees are not allowed to begin work early or stay late without manager approval.” Thus, K & J’s timekeeping policies and/or practices led Ms. Padilla and other aggrieved employees to work off-the-clock outside of their scheduled shift times.

For example, K & J’s management pressured Ms. Padilla and other aggrieved employees to record their scheduled shift start-times and shift end-times instead of their actual hours worked to limit the overtime hours employees were eligible to be compensated for. Specifically, K & J’s management required Ms. Padilla to clock out at her regular shift end-time and continue performing work, such as cashing out the register, which could take 5-10 minutes to complete. As another example, Ms. Padilla and the other aggrieved employees were required to complete and submit weekly administrative reports detailing their cash counts after their shifts concluded. This process was frequently interrupted by Ms. Padilla’s supervisor asking questions and by customer phone calls and walk-ins, forcing her to spend additional time working off-the-clock.

In addition, K & J had, and continues to have, a company-wide policy and/or practice of requiring Ms. Padilla and other aggrieved employees to complete mandatory training modules, but did not permit Ms. Padilla and other aggrieved employees to complete the training during their shifts. For example, K & J’s management required Ms. Padilla to complete several training modules on her days off and at home, which took approximately 45 minutes to complete. Thus, K & J failed to track all the time Ms. Padilla and other aggrieved employees spent performing work-related tasks outside of their scheduled shifts, and Ms. Padilla and other aggrieved employees received no compensation for this time.

Second, during the relevant time period, K & J's timekeeping system was integrated with the company's point-of-sale ("POS") system and only three (3) monitors were available for clocking in and out. Ms. Padilla and other aggrieved employees would sometimes have to wait to clock in for the start of their shifts because other employees were using the POS system to handle customer transactions. For instance, Ms. Padilla was sometimes required to wait several minutes off-the-clock and under K & J's control until a POS monitor was available for clocking-in. Thus, Ms. Padilla and other aggrieved employees performed work that was not recorded, time for which they were not paid.

Third, upon information and belief, K & J had, and continues to have, a company-wide policy and/or practice of strictly staffing its locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. K & J's uniform use of labor budgeting and understaffing resulted in a failure to provide Ms. Padilla and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Because K & J 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 Ms. Padilla and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, K & J had a practice of failing to schedule meal periods, which further caused Ms. Padilla and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Padilla's meal periods were interrupted 2-4 times a month because her manager or coworkers asked her questions about her tables or requested that she return to work to keep up with customer demand.

Fourth, during the relevant time period, K & J's company-wide timekeeping system prevented Ms. Padilla and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Padilla 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, K & J did not record all hours worked during meal periods, and Ms. Padilla and other aggrieved employees performed work during meal periods for which they were not paid.

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

K & J's failure to pay Ms. Padilla and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Padilla and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring K & J 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”).

First, as stated, as a result of K & J’s policies and/or practices of limiting the amount of overtime employees could accrue, K & J required Ms. Padilla and other aggrieved employees to perform work outside of their scheduled shift start- and end-times and on days off, including completing cash counts, finalizing and submitting administrative reports, and completing training modules. Moreover, as stated, because K & J’s timekeeping system was integrated with the company’s POS system, Ms. Padilla and other aggrieved employees sometimes had to wait to clock in for the start of their shifts when other employees were using the POS system to handle customer transactions. K & J failed to track this time that Ms. Padilla and other aggrieved employees spent working off-the-clock, and thus, Ms. Padilla and other aggrieved employees received no compensation for this time.

Second, as stated, due to K & J’s company-wide policies and/or practices of utilizing labor budgets and/or limited payroll allocation, understaffing, assigning heavy workloads, and failing to schedule meal periods, Ms. Padilla 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 during meal periods, time for which they were not paid. Moreover, as stated, K & J’s company-wide timekeeping system prevented Ms. Padilla and other aggrieved employees from entering time worked during meal periods because the system locked out Ms. Padilla and other aggrieved employees for a full 30 minutes. Thus, K & J systematically failed to pay Ms. Padilla and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

K & J did not pay at least minimum wages for all hours worked by Ms. Padilla and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, K & J 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, K & J regularly failed to pay at least minimum wages to Ms. Padilla and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Padilla and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring K & J 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, as stated, during the relevant time period, K & J had, and continues to have, a company-wide policy and/or practice of understaffing locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads, including pressuring employees to greet and serve customers within two (2) minutes from when they are seated, has resulted in a lack of meal period coverage and prevented Ms. Padilla and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, K & J also failed to schedule meal periods, which further caused Ms. Padilla and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Padilla and other aggrieved employees had to work through part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Padilla took her meal periods late due to the heavy workload and lack of coverage. Additionally, as stated, Ms. Padilla's meal periods were interrupted 2-4 times a month because she was required to answer questions from coworkers or managers and/or return early to attend to customers and tables. Thus, K & J failed to provide Ms. Padilla and other aggrieved employees with compliant, 30-minute meal periods.

Second, as stated, during the relevant time period, K & J's company-wide timekeeping system prevented Ms. Padilla and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. Padilla 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.

Third, Ms. Padilla and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during her employment, Ms. Padilla worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Ms. Padilla 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, K & J had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. K & J took the position that non-exempt, hourly paid employees had waived their rights to first and/or second 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. Further, K & J's "Meal Break Waiver Agreement" form requires employees to provide written notice should they wish to revoke the waiver. K & J's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Ms. Padilla 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 K & J required Ms. Padilla 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 K & J's obligation to provide Ms. Padilla 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, K & J knew or should have known that, as a result of these policies, Ms. Padilla and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. K & J further knew or should have known that K & J did not pay Ms. Padilla and other aggrieved employees all meal period premiums when meal periods were late, missed, shortened, or interrupted.

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

Accordingly, K & J failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Padilla and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring K & J 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, K & J regularly failed to authorize and permit Ms. Padilla 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, K & J's company-wide practices of labor budgeting and/or limited payroll allocation, understaffing, and assigning heavy workloads, resulted in a lack of rest period coverage and prevented Ms. Padilla and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. K & J also failed to adhere to a schedule for rest periods, which,

coupled with K & J's failure to provide adequate rest period coverage, further led to Ms. Padilla and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, during the relevant time period, on information and belief, K & J maintained a company-wide on-premises rest period policy, which effectively required that Ms. Padilla and/or other aggrieved employees remain on K & J's premises during their rest periods. Because Ms. Padilla and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, K & J effectively maintained control over Ms. Padilla and/or other aggrieved employees during rest periods.

As a result of K & J's practices and policies, Ms. Padilla and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Padilla had to forgo her rest periods because the restaurant was busy and she did not have coverage. When Ms. Padilla was able to take her rest periods, they were cut short because she was required to return to work to attend to customers.

K & J have 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, Ms. Padilla and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, K & J failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Padilla and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring K & J 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).

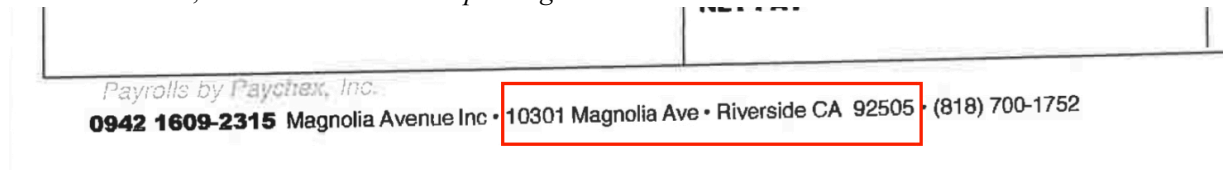
Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. K & J has not provided Ms. Padilla 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, K & J has knowingly and intentionally provided Ms. Padilla and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, K & J issued uniform wage statements to Ms. Padilla and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; 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, K & J violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because K & J did not record the time Ms. Padilla 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), K & J did not list the correct amount of gross wages and net wages earned by Ms. Padilla and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, K & J failed to accurately list the total number of hours worked by Ms. Padilla 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).

Further, and separate from these violations, K & J issued uniform wage statements to Ms. Padilla and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. During the relevant time period, K & J systematically, and on a company-wide basis, issued wage statements to Ms. Padilla and other aggrieved employees that fail to list the employing entity's correct address. Ms. Padilla's and other aggrieved employees' wage statements incorrectly list the employer's address as "10301 Magnolia Ave Riverside CA 92505," but, according to the California Secretary of State's website, MAGNOLIA AVENUE, INC.'s address should be "9567 MELVIN AVENUE NORTHRIDGE, CA 91324." *See example wage statement below.*



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 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), K & J willfully failed to maintain accurate payroll records for Ms. Padilla 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, K & J engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Padilla and other aggrieved employees, in violation of section 1198. Furthermore, in light of K & J's failure to provide Ms. Padilla and other aggrieved employees with second 30-minute meal periods to which they were entitled, K & J kept no records of meal start and end times for second meal periods.

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

Ms. Padilla and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring K & J 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, K & J failed to pay Ms. Padilla and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code sections 204.

Ms. Padilla and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring K & J 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.

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

Ms. Padilla and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring K & J 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 § 450 – Compelling Patronization

Labor Code section 450 provides that an employer may not “compel or coerce any employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of anything of value.” An employer violates section 450 by forcing an employee to patronize the employer's business in the purchase of a company-provided good.

During the relevant time period, Ms. Padilla and other aggrieved employees were required to purchase some of their uniform items, such as seasonally themed uniform t-shirts. For example, Ms. Padilla was pressured by K & J's management to purchase and wear two (2) seasonally themed uniform shirts, which cost between \$10 and \$15 each.

K & J's conduct of compelling and/or coercing Ms. Padilla and other aggrieved employees to purchase goods from them is in violation of California Labor Code section 450. Ms. Padilla and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring K & J into compliance with Labor Code section 450, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A) – Failure to Pay Reporting Time Pay

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

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

During the relevant time period, K & J violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because K & J failed to pay Ms. Padilla and other aggrieved

employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day's work.

K & J had a company-wide practice of sending Ms. Padilla and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Ms. Padilla and other aggrieved employees for half of their usual or scheduled shift. For example, on approximately 2-5 occasions, Ms. Padilla was scheduled to work a 5-hour shift but was sent home two (2) hours after the start of her shift by K & J's managers, because business was slow. Although Ms. Padilla and other aggrieved employees reported to work based on the schedule that was provided to them, K & J would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, K & J did not pay Ms. Padilla and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

Accordingly, Ms. Padilla and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A). Ms. Padilla and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring K & J into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 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, K & J had a company-wide policy of requiring Ms. Padilla and other aggrieved employees to utilize their own personal vehicles for work purposes, but failed to reimburse them for costs of travel, including mileage. For example, Ms. Padilla was required to drive to a nearby grocery store to purchase restaurant ingredients such as butter. Although K & J required Ms. Padilla and other aggrieved employees to utilize their own vehicles to carry out their work-related duties, K & J did not reimburse them for their mileage or travel expenses.

Second, during the relevant time period, K & J required Ms. Padilla and other aggrieved employees 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, Ms. Padilla spent approximately \$10 a month on pens and paper necessary to take customer orders because K & J failed to provide her with the necessary supplies or equipment to complete her work-related tasks. Although K & J required Ms. Padilla and other aggrieved employees to purchase their own supplies and equipment for use on the job, K & J failed to reimburse them for their costs incurred.

Third, during the relevant time period, K & J required Ms. Padilla and other aggrieved employees to report to work in clean and presentable uniforms, including a t-shirt bearing the IHOP company logo.

K & J's "Personal Appearance Policy" requires that "all clothing must be properly laundered and pressed. Employees provided with Restaurant uniforms should keep them in neat and clean condition as identified below. . . . Shirts should be clean and wrinkle free each day. . . . Pants should be clean and wrinkle-free each day." However, K & J did not provide their 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, K & J only provided Ms. Padilla and other aggrieved employees with one (1) uniform t-shirt at the time of hire. Because K & J failed to provide Ms. Padilla and other aggrieved employees with an adequate number of uniform items, Ms. Padilla and other aggrieved employees were forced to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. For example, due to the nature of restaurant work, Ms. Padilla's uniform items would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that she was unable to mix these clothes in with other laundry. As a result, she had to wash her uniform items separately from her regular clothing, thus incurring additional laundry expenses for the upkeep of her uniforms. Thus, K & J failed to maintain uniforms it required Ms. Padilla and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

Moreover, during the relevant time period, Ms. Padilla and other aggrieved employees were required to pay out-of-pocket for some of their uniform items, such as seasonally themed uniform t-shirts. For example, as stated above, Ms. Padilla was pressured by K & J's management to purchase and wear two (2) seasonally themed uniform shirts, which cost between \$10 and \$15 each, but was not reimbursed for these out-of-pocket expenses.

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

Thus, K & J had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Padilla and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring K & J into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code section 2699(a), (f), and (k).

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

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

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

Ms. Padilla and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring K & J into compliance with Labor Code section 2810.5, 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." K & J, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Padilla's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Padilla seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Padilla, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against K & J for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

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

Best Regards,

A handwritten signature in black ink, appearing to read "Anthony Castillo", with a stylized, cursive script.

Anthony Castillo

Copy: MAGNOLIA AVENUE, INC. (via U.S. Certified Mail); BALDWIN PARK PANCAKES, INC (via U.S. Certified Mail); EIGHT TWENTY-THREE, INC. (via U.S. Certified Mail); GRANADA HILLS PANCAKES, INC. (via U.S. Certified Mail); 'K & J MANAGEMENT, INC.' (via U.S. Certified Mail); NINE FIFTY COMPANY, INC. (via U.S. Certified Mail); ONE JEFFERSON PANCAKES, INC. (via U.S. Certified Mail); SAN JOSE PANCAKES, INC (via U.S. Certified Mail).; SEVEN FIFTY-FOUR, INC. (via U.S. Certified Mail); SIX FOURTEEN, INC., A CALIFORNIA CORPORATION (via U.S. Certified Mail); UNION CITY PANCAKES, INC. (via U.S. Certified Mail)

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Valerie A. Montgomery/Esq

EIGHT TWENTY-THREE, INC.
 9567 Melvin Avenue
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PANCAKES, INC.**
9567 Melvin Avenue
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**GRANADA HILLS
PANCAKES, INC.**
9567 Melvin Avenue
Northridge, CA 91324

Red: U. S. Mail
Margaret J. Baker

**GRANADA HILLS
PANCAKES, INC.**
9567 Melvin Avenue
Northridge, CA 91324

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 Total Fees \$
 Sent To \$
 Street and City, State, ZIP+4®
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NINE FIFTY COMPANY, INC.
9567 Melvin Avenue
Northridge, CA 91324

Madeline V. Madeline V. Madeline V.

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.

**ONE JEFFERSON
PANCAKES, INC.**
9567 Melvin Avenue
Northridge, CA 91324

9590 9402 7420 2055 5428 60

2. Article Number (Transfer from service label)
7021 1970 0000 9011 3641

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
YES, enter delivery address below: ☐ No

3. Service Type

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

☐ Restricted Delivery

Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

**ONE JEFFERSON
PANCAKES, INC.**
9567 Melvin Avenue
Northridge, CA 91324

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7021 1970 0000 9011 3641

7021 1970 0000 9011 3641

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

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

OFFICIAL USE

Signature: *Radha V. Muralidharan*

Postmark: *Los Angeles, CA*

ONE JEFFERSON
PANCAKES, INC.
9567 Melvin Avenue
Northridge, CA 91324

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

SAN JOSE PANCAKES, INC.

9567 Melvin Avenue
Northridge, CA 91324



9590 9402 7575 2098 7275 82

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3702

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

COMPLETE THIS SECTION ON DELIVERY

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ 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
Suite #1000
Los Angeles, CA 90067

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.
CERTIFIED MAIL®



7021 1970 0000 9011 3702

7021 1970 0000 9011 3702

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

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

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature \$
☐ Signature Confirmation \$
☐ Signature Confirmation Restricted Delivery \$
Postage \$
Total Postage \$
Sent to \$
Street/PO Box \$
City/State/Zip \$

SAN JOSE PANCAKES, INC.
9567 Melvin Avenue
Northridge, CA 91324

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

SAN JOSE PANCAKES, INC.
9567 Melvin Avenue
Northridge, CA 91324

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-FOUR,
INC.**
9567 Melvin Avenue
Northridge, CA 91324



9590 9402 7575 2098 7275 13

2. Article Number (Transfer from service label)

7021 1970 0000 9011 3658

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

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

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Mail Restricted Delivery (20)

☐ 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
Suite #1000
Los Angeles, CA 90067

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS; FOLD AT DOTTED LINE**CERTIFIED MAIL®**

7021 1970 0000 9011 3658

7021 1970 0000 9011 3658

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

OFFICIAL USE

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

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

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail

☐ Adult Sign

Postage

Total Postage

Sent To

Street City/State/Zip

Only State:

SEVEN FIFTY-FOUR,
INC.
9567 Melvin Avenue
Northridge, CA 91324

Resilla U.
Mcquibbin
Postmark

**SEVEN FIFTY-FOUR,
INC.**
9567 Melvin Avenue
Northridge, CA 91324

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. SIX FOURTEEN, INC., A CALIFORNIA CORPORATION 9567 Melvin Avenue Northridge, CA 91324 9590 9402 7575 2098 7275 99 2. Article Number (Transfer from service label) 7021 1970 0000 9011 3719		A. Signature X B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery	

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

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

**SIX FOURTEEN, INC.,
A CALIFORNIA CORPORATION**
9567 Melvin Avenue
Northridge, CA 91324

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®

7021 1970 0000 9011 3719
7021 1970 0000 9011 3719

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

OFFICIAL USE

Enter Service & Fee (attach box, add fees as appropriate)

☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Adult Sign
☐ Adult Sign Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Priority Mail Express

Postage \$

Postmark

Sent to **SIX FOURTEEN, INC.,
A CALIFORNIA CORPORATION**
9567 Melvin Avenue
Northridge, CA 91324

Street and #
City, State, ZIP+4®

PS Form 3800, April 2015 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.

**UNION CITY
PANCAKES, INC.**
9567 Melvin Avenue
Northridge, CA 91324

9590 9402 7575 2098 7275 20

2. Article Number (Transfer from service label)
7021 1970 0000 9011 3665

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

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

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

1 Mail
1 Mail Restricted Delivery (300)

Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

**UNION CITY
PANCAKES, INC.**
9567 Melvin Avenue
Northridge, CA 91324

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7021 1970 0000 9011 3665
7021 1970 0000 9011 3665

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only
For a live chat, information, visit our website at www.usps.com®

OFFICIAL USE

For use by the addressee only. Do not use for return address or postage.

Extra Services & Fees (attach box, and fee as appropriate)
☐ Return Receipt (hardcopy) \$ _____
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail®
☐ Adult Sig.
☐ Adult Sig.
Postage \$ _____
Total Postage \$ _____
Sent to \$ _____
Street and City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

**UNION CITY
PANCAKES, INC.**
9567 Melvin Avenue
Northridge, CA 91324

*Profilu, V.
Mugendy, Erik*