

Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
Helga Hakimi (SBN 257381)
Helga.Hakimi@capstonelawyers.com
Jaime Castaneda (SBN 344833)
Jaime.Castaneda@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Mia Silva

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

MIA SILVA, individually, and on behalf of
other members of the general public
similarly situated, and as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiff,

vs.

BK SD LLC, a California limited liability
company; BAKERSFIELD SUBS LLC, a
Delaware limited liability company;
CHILDREN HOSPITAL SUBS LLC, a
California limited liability company;
CORONA SUBS LLC, a Delaware limited
liability company; CR SUBWAY LLC, a
California limited liability company; EAT
FRESH, LLC, a California limited liability
company; ELAS, LLC, a California limited
liability company; FRESH CONCEPT SD
LLC, a California limited liability
company; FRESH SUBS SAN DIEGO
LLC, a Delaware limited liability company;
KAM-BERI LLC, a California limited
liability company; LACREN, LLC, a
California limited liability company; LAOC
BURGERS LLC, a Delaware limited
liability company; LSBS, LLC, a California
limited liability company; MIRAMAR
BASE SUBWAYS LLC, a California

Case No.: BCV-25-100966

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

1 limited liability company; MGISD, LLC, a
2 California limited liability company;
3 RMS ENTERPRISES, LLC, a California
4 limited liability company; RN
5 RESTAURANTS, LLC, a California
6 limited liability company; RS
7 RESTAURANTS, LLC, a California
8 limited liability company; RW SUBWAY,
9 LLC, a California limited liability
10 company; S40249 LLC, a California limited
11 liability company; SAIVI INVESTMENTS,
12 LLC, a California limited liability
13 company; SDDT ENTERPRISES, LLC, a
14 California limited liability company; SDSU
15 SUBS LLC, a California limited liability
16 company; SD COAST CONCEPTS, LLC, a
17 California limited liability company; SDSR
18 LLC, a California limited liability
19 company; SERVE FRESH RSB LLC, a
20 Delaware limited liability company; SLO
21 SUBS LLC, a California limited liability
22 company; SMILING CUSTOMERS, LLC,
23 a California limited liability company;
24 SUBWAY DEVELOPMENT OF SAN
25 DIEGO, LLC, a Delaware limited liability
26 company; SWEET CRAVINGS, LLC, a
27 California limited liability company; and
28 DOES 1 through 10, inclusive,

Defendants.

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

Jury Trial Demanded

1 Plaintiff Mia Silva, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

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

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

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

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

7 **THE PARTIES**

8 4. Plaintiff Mia Silva is a resident of Bakersfield, in Kern County, California.
9 Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately
10 September 2023 to October 2024. Plaintiff worked as a Sandwich Artist at Defendants'
11 Subway restaurants in Bakersfield, California. During her employment, Plaintiff typically
12 worked five (5) to eight (8) hours per day and three (3) days or more per week. Plaintiff's
13 primary job duties included, without limitation, preparing and serving food, providing
14 customer service, ensuring correct food labeling, and cleaning.

15 5. BK SD LLC was and is, upon information and belief, a California limited
16 liability company, and at all times hereinafter mentioned, an employer whose employees are
17 engaged throughout this county and the State of California.

18 6. BAKERSFIELD SUBS LLC was and is, upon information and belief, a
19 Delaware limited liability company, and at all times hereinafter mentioned, an employer
20 whose employees are engaged throughout this county and the State of California.

21 7. CHILDREN HOSPITAL SUBS LLC was and is, upon information and belief, a
22 California limited liability company, and at all times hereinafter mentioned, an employer
23 whose employees are engaged throughout this county and the State of California.

24 8. CORONA SUBS LLC was and is, upon information and belief, a Delaware
25 limited liability company, and at all times hereinafter mentioned, an employer whose
26 employees are engaged throughout this county and the State of California.

27 9. CR SUBWAY LLC was and is, upon information and belief, a California
28 limited liability company, and at all times hereinafter mentioned, an employer whose

employees are engaged throughout this county and the State of California.

10. EAT FRESH, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

11. ELAS, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

12. FRESH CONCEPT SD LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

13. FRESH SUBS SAN DIEGO LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

14. KAM-BERI LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

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

16. LAOC BURGERS LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

17. LSBS, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

18. MIRAMAR BASE SUBWAYS LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

1 19. MGISD, LLC was and is, upon information and belief, a California limited
2 liability company, and at all times hereinafter mentioned, an employer whose employees are
3 engaged throughout this county and the State of California.

4 20. RMS ENTERPRISES, LLC was and is, upon information and belief, a
5 California limited liability company, and at all times hereinafter mentioned, an employer
6 whose employees are engaged throughout this county and the State of California.

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

10 22. RS RESTAURANTS, LLC was and is, upon information and belief, a
11 California limited liability company, and at all times hereinafter mentioned, an employer
12 whose employees are engaged throughout this county and the State of California.

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

16 24. S40249 LLC was and is, upon information and belief, a California limited
17 liability company, and at all times hereinafter mentioned, an employer whose employees are
18 engaged throughout this county and the State of California.

19 25. SAIVI INVESTMENTS, LLC was and is, upon information and belief, a
20 California limited liability company, and at all times hereinafter mentioned, an employer
21 whose employees are engaged throughout this county and the State of California.

22 26. SDDT ENTERPRISES, LLC was and is, upon information and belief, a
23 California limited liability company, and at all times hereinafter mentioned, an employer
24 whose employees are engaged throughout this county and the State of California.

25 27. SDSU SUBS LLC was and is, upon information and belief, a California limited
26 liability company, and at all times hereinafter mentioned, an employer whose employees are
27 engaged throughout this county and the State of California.

28 28. SD COAST CONCEPTS, LLC was and is, upon information and belief, a

California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

29. SDSR LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

30. SERVE FRESH RSB LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

31. SLO SUBS LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

32. SMILING CUSTOMERS, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

33. SUBWAY DEVELOPMENT OF SAN DIEGO, LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

34. SWEET CRAVINGS, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

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

36. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of BK SD LLC; BAKERSFIELD SUBS LLC; CHILDREN HOSPITAL SUBS LLC; CORONA SUBS LLC; CR SUBWAY LLC; EAT

1 FRESH, LLC; ELAS, LLC; FRESH CONCEPT SD LLC; FRESH SUBS SAN DIEGO LLC;
2 KAM-BERI LLC; LACREN, LLC; LAOC BURGERS LLC; LSBS, LLC; MIRAMAR BASE
3 SUBWAYS LLC; MGISD, LLC; RMS ENTERPRISES, LLC; RN RESTAURANTS, LLC;
4 RS RESTAURANTS, LLC; RW SUBWAY, LLC; S40249 LLC; SAIVI INVESTMENTS,
5 LLC; SDDT ENTERPRISES, LLC; SDSU SUBS LLC; SD COAST CONCEPTS, LLC;
6 SDSR LLC; SERVE FRESH RSB LLC; SLO SUBS LLC; SMILING CUSTOMERS, LLC;
7 SUBWAY DEVELOPMENT OF SAN DIEGO, LLC; and SWEET CRAVINGS, LLC at all
8 relevant times.

9 37. Plaintiff is informed and believes, and thereon alleges, that each and all of the
10 acts and omissions alleged herein was performed by, or is attributable to, BK SD LLC;
11 BAKERSFIELD SUBS LLC; CHILDREN HOSPITAL SUBS LLC; CORONA SUBS LLC;
12 CR SUBWAY LLC; EAT FRESH, LLC; ELAS, LLC; FRESH CONCEPT SD LLC; FRESH
13 SUBS SAN DIEGO LLC; KAM-BERI LLC; LACREN, LLC; LAOC BURGERS LLC;
14 LSBS, LLC; MIRAMAR BASE SUBWAYS LLC; MGISD, LLC; RMS ENTERPRISES,
15 LLC; RN RESTAURANTS, LLC; RS RESTAURANTS, LLC; RW SUBWAY, LLC; S40249
16 LLC; SAIVI INVESTMENTS, LLC; SDDT ENTERPRISES, LLC; SDSU SUBS LLC; SD
17 COAST CONCEPTS, LLC; SDSR LLC; SERVE FRESH RSB LLC; SLO SUBS LLC;
18 SMILING CUSTOMERS, LLC; SUBWAY DEVELOPMENT OF SAN DIEGO, LLC;
19 SWEET CRAVINGS, LLC; and/or DOES 1 through 10 (collectively, “Defendants” or
20 “SUBWAY”), each acting as the agent, employee, alter ego, and/or joint venturer of, or
21 working in concert with, each of the other co-Defendants and was acting within the course and
22 scope of such agency, employment, joint venture, or concerted activity with legal authority to
23 act on the others’ behalf. The acts of any and all Defendants were in accordance with, and
24 represent, the official policy of Defendants.

25 38. At all relevant times, Defendants, and each of them, ratified each and every act
26 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
27 and abetted the acts and omissions of each and all the other Defendants in proximately causing
28 the damages herein alleged.

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

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

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

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

1 reaped the benefits from the underpayment of their wages and
2 noncompliance with other statutory provisions governing their
3 employment.

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

7 43. BK SD LLC; BAKERSFIELD SUBS LLC; CHILDREN HOSPITAL SUBS
8 LLC; CORONA SUBS LLC; CR SUBWAY LLC; EAT FRESH, LLC; ELAS, LLC; FRESH
9 CONCEPT SD LLC; FRESH SUBS SAN DIEGO LLC; KAM-BERI LLC; LACREN, LLC;
10 LAOC BURGERS LLC; LSBS, LLC; MIRAMAR BASE SUBWAYS LLC; MGISD, LLC;
11 RMS ENTERPRISES, LLC; RN RESTAURANTS, LLC; RS RESTAURANTS, LLC; RW
12 SUBWAY, LLC; S40249 LLC; SAIVI INVESTMENTS, LLC; SDDT ENTERPRISES, LLC;
13 SDSU SUBS LLC; SD COAST CONCEPTS, LLC; SDSR LLC; SERVE FRESH RSB LLC;
14 SLO SUBS LLC; SMILING CUSTOMERS, LLC; SUBWAY DEVELOPMENT OF SAN
15 DIEGO, LLC; SWEET CRAVINGS, LLC; and DOES 1 through 10 are therefore alter egos of
16 each other.

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

20 45. Plaintiff further alleges, upon information and belief, that Defendants BK SD
21 LLC; BAKERSFIELD SUBS LLC; CHILDREN HOSPITAL SUBS LLC; CORONA SUBS
22 LLC; CR SUBWAY LLC; EAT FRESH, LLC; ELAS, LLC; FRESH CONCEPT SD LLC;
23 FRESH SUBS SAN DIEGO LLC; KAM-BERI LLC; LACREN, LLC; LAOC BURGERS
24 LLC; LSBS, LLC; MIRAMAR BASE SUBWAYS LLC; MGISD, LLC; RMS
25 ENTERPRISES, LLC; RN RESTAURANTS, LLC; RS RESTAURANTS, LLC; RW
26 SUBWAY, LLC; S40249 LLC; SAIVI INVESTMENTS, LLC; SDDT ENTERPRISES, LLC;
27 SDSU SUBS LLC; SD COAST CONCEPTS, LLC; SDSR LLC; SERVE FRESH RSB LLC;
28 SLO SUBS LLC; SMILING CUSTOMERS, LLC; SUBWAY DEVELOPMENT OF SAN

1 DIEGO, LLC; and SWEET CRAVINGS, LLC are alter egos of each other for the following
2 reasons:

- 3 (a) On the California Secretary of State's website
4 (<https://bizfileonline.sos.ca.gov/>), BK SD LLC; BAKERSFIELD SUBS
5 LLC; CHILDREN HOSPITAL SUBS LLC; CORONA SUBS LLC; CR
6 SUBWAY LLC; EAT FRESH, LLC; ELAS, LLC; FRESH CONCEPT
7 SD LLC; FRESH SUBS SAN DIEGO LLC; KAM-BERI LLC;
8 LACREN, LLC; LAOC BURGERS LLC; LSBS, LLC; MIRAMAR
9 BASE SUBWAYS LLC; MGISD, LLC; RMS ENTERPRISES, LLC;
10 RN RESTAURANTS, LLC; RS RESTAURANTS, LLC; RW
11 SUBWAY, LLC; S40249 LLC; SAIVI INVESTMENTS, LLC; SDDT
12 ENTERPRISES, LLC; SDSU SUBS LLC; SD COAST CONCEPTS,
13 LLC; SDSR LLC; SERVE FRESH RSB LLC; SLO SUBS LLC;
14 SMILING CUSTOMERS, LLC; SUBWAY DEVELOPMENT OF SAN
15 DIEGO, LLC; and SWEET CRAVINGS, LLC share the same principal
16 address, mailing address, and agent for service of process address of
17 "2551 W[EST] WOODLAND DR[IVE], ANAHEIM, CA 92801";
- 18 (b) According to their most recent "Statement of Information" forms filed
19 with the California Secretary of State, BK SD LLC; BAKERSFIELD
20 SUBS LLC; ELAS, LLC; FRESH CONCEPT SD LLC; FRESH SUBS
21 SAN DIEGO LLC; LAOC BURGERS LLC; LSBS, LLC; MIRAMAR
22 BASE SUBWAYS LLC; MGISD, LLC; S40249 LLC; SD COAST
23 CONCEPTS, LLC; SERVE FRESH RSB LLC; SMILING
24 CUSTOMERS, LLC; and SUBWAY DEVELOPMENT OF SAN
25 DIEGO, LLC share the same managers or members, including, but not
26 limited to, Raghu Marwaha and/or Rohit Marwaha.
- 27 (c) On the California Secretary of State's website, BK SD LLC;
28 MIRAMAR BASE SUBWAYS LLC; and SUBWAY DEVELOPMENT

OF SAN DIEGO, LLC share the same agent for service of process,
Rohit Marwaha;

(d) On the California Secretary of State's website, BAKERSFIELD SUBS
LLC; FRESH SUBS SAN DIEGO LLC; RMS ENTERPRISES, LLC;
SAIVI INVESTMENTS, LLC; SERVE FRESH RSB LLC; and
SMILING CUSTOMERS, LLC share the same agent for service of
process, Lorena Lopez;

(e) On the California Secretary of State's website, CHILDREN HOSPITAL
SUBS LLC; CR SUBWAY LLC; EAT FRESH, LLC; ELAS, LLC;
FRESH CONCEPT SD LLC; LACREN, LLC; LSBS, LLC; SDSU
SUBS LLC; SLO SUBS LLC; and SWEET CRAVINGS, LLC share the
same agent for service of process, Prince [J] Daniel;

(f) On the California Secretary of State's website, MGISD, LLC; RS
RESTAURANTS, LLC; S40249 LLC; SDDT ENTERPRISES, LLC;
SD COAST CONCEPTS, LLC; and SDSR LLC share the same agent
for service of process, Rinku Sodhi; and

(g) On information and belief, BK SD LLC; BAKERSFIELD SUBS LLC;
CHILDREN HOSPITAL SUBS LLC; CORONA SUBS LLC; CR
SUBWAY LLC; EAT FRESH, LLC; ELAS, LLC; FRESH CONCEPT
SD LLC; FRESH SUBS SAN DIEGO LLC; KAM-BERI LLC;
LACREN, LLC; LAOC BURGERS LLC; LSBS, LLC; MIRAMAR
BASE SUBWAYS LLC; MGISD, LLC; RMS ENTERPRISES, LLC;
RN RESTAURANTS, LLC; RS RESTAURANTS, LLC; RW
SUBWAY, LLC; S40249 LLC; SAIVI INVESTMENTS, LLC; SDDT
ENTERPRISES, LLC; SDSU SUBS LLC; SD COAST CONCEPTS,
LLC; SDSR LLC; SERVE FRESH RSB LLC; SLO SUBS LLC;
SMILING CUSTOMERS, LLC; SUBWAY DEVELOPMENT OF SAN
DIEGO, LLC; and SWEET CRAVINGS, LLC utilize the same

1 standardized employment forms and issue the same employment
2 policies.

3 **GENERAL ALLEGATIONS**

4 46. Defendants own and operate about 95 Subway franchise restaurant locations in
5 California. Upon information and belief, Defendants maintain a single, centralized Human
6 Resources (“HR”) department at their company headquarters in Anaheim, California, which is
7 responsible for the recruiting and hiring of new employees, and communicating and
8 implementing Defendants’ company-wide policies, including timekeeping policies and meal
9 and rest period policies, to employees throughout California.

10 47. In particular, Plaintiff and class members, on information and belief, received
11 the same standardized documents and/or written policies. Upon information and belief, the
12 usage of standardized documents and/or written policies, including new-hire documents,
13 indicate that Defendants dictated policies at the corporate level and implemented them
14 company-wide, regardless of their employees’ assigned locations or positions. Upon
15 information and belief, Defendants set forth uniform policies and procedures in several
16 documents provided at an employee’s time of hire.

17 48. Upon information and belief, Defendants maintain a centralized Payroll
18 department at their company headquarters in Anaheim, California, which processes payroll for
19 all non-exempt, hourly paid employees working for Defendants at their various locations in
20 California, including Plaintiff and class members. Based upon information and belief,
21 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
22 employees in California, irrespective of their work locations. Upon information and belief,
23 Defendants process payroll for departing employees in the same manner throughout the State
24 of California, regardless of the manner in which each employee’s employment ends.

25 49. Defendants continue to employ non-exempt or hourly paid employees in
26 California.

27 50. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants were advised by skilled lawyers and other professionals, employees

1 and advisors knowledgeable about California labor and wage law, employment and personnel
2 practices, and about the requirements of California law.

3 51. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
4 members were not paid for all hours worked because all hours worked were not recorded.

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

10 53. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff 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 Plaintiff 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 54. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff 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 Plaintiff 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 55. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff 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, Plaintiff and class members were not provided complete and accurate wage
2 statements.

3 56. Plaintiff is informed and believes, and thereon alleges, 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 57. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff 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 Plaintiff and class members did not receive payment of all wages due, including, but not
11 limited to, minimum wages and/or meal and rest period premiums, within permissible time
12 periods.

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

18 59. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to receive split shift
20 premium pay when Defendants required Plaintiff and class members to return to work for an
21 additional shift in the same day, after having been clocked out for more than an hour. In
22 violation of the California Labor Code and applicable IWC Wage Order, Defendants did not
23 pay Plaintiff and class members all split-shift premiums due.

24 60. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to suitable resting facilities
26 to cease work and recover during meal or rest periods, but failed to provide suitable resting
27 facilities.

28 61. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that they had a duty to maintain, for Plaintiff and class members, a
2 temperature in work areas that provided reasonable comfort consistent with industry-wide
3 standards for the nature of the process and the work performed, and to take all feasible means
4 to reduce excessive heat or humidity to a degree providing reasonable comfort, but failed to
5 do so.

6 62. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to receive full
8 reimbursement for all business-related expenses and costs they incurred during the course and
9 scope of their employment and that they did not receive full reimbursement of applicable
10 business-related expenses and costs incurred.

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

17 **PAGA REPRESENTATIVE ALLEGATIONS**

18 64. At all times herein set forth, PAGA provides that any provision of law under
19 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
20 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
21 violations of the California Labor Code and applicable IWC Wage Order may, as an
22 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
23 themselves and other current or former employees pursuant to procedures outlined in
24 California Labor Code section 2699.3.

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

28 66. Plaintiff 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.

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

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

68. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 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

1 been violated (other than those listed in Section 2699.5), including the
2 facts and theories to support the alleged violation.

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

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

15 69. On March 18, 2025, Plaintiff provided written notice by online filing to the
16 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
17 Code alleged to have been violated, including facts and theories to support the alleged
18 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
19 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
20 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
21 Plaintiff PAGA Case Number LWDA-CM-1087028-25. A true and correct copy of Plaintiff's
22 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

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

26 71. Thus, Plaintiff has satisfied the administrative prerequisites under California
27 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
28 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516,

1 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

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

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

17 75. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5.
18 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
19 interest as a private attorney general, seeks assessment and collection of civil penalties and
20 injunctive relief for herself, all other aggrieved employees, and the State of California against
21 Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7,
22 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

23 **CLASS ACTION ALLEGATIONS**

24 76. Plaintiff brings this action on her own behalf, as well as on behalf of each and
25 all other persons similarly situated, and thus seeks class certification under California Code of
26 Civil Procedure section 382.

27 77. All claims alleged herein arise under California law for which Plaintiff seeks
28 relief authorized by California law.

1 78. Plaintiff's proposed class consists of and is defined as follows:

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

4 79. Plaintiff's proposed subclass consists of and is defined as follows:

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

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

9 81. Plaintiff reserves the right to redefine the Class and Subclass and to add
10 additional subclasses as appropriate based on further investigation, discovery, and specific
11 theories of liability.

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

- 14 (a) Whether Defendants failed to pay Plaintiff and class members at least
15 minimum wages for all hours worked;
- 16 (b) Whether Defendants failed to provide Plaintiff and class members with
17 meal periods;
- 18 (c) Whether Defendants failed to authorize and permit Plaintiff and class
19 members to take rest periods;
- 20 (d) Whether Defendants provided Plaintiff and class members with
21 complete and accurate wage statements as required by California Labor
22 Code section 226(a);
- 23 (e) Whether Defendants maintained accurate payroll records as required by
24 California Labor Code section 1174(d);
- 25 (f) Whether Defendants failed to pay earned minimum wages and/or meal
26 and rest period premiums due to Plaintiff and class members upon their
27 discharge;
- 28 (g) Whether Defendants failed timely to pay minimum wages and/or meal

and rest period premiums due to Plaintiff and class members during their employment;

- (h) Whether Defendants required Plaintiff and class members to return to work for an additional shift in the same day, after having been clocked out for more than an hour, without paying Plaintiff and class members an addition hour of pay at the minimum wage as required by California Code of Regulations, Title 8, section 11050(4)(C);
- (i) Whether Defendants failed to provide Plaintiff and class members with suitable resting facilities;
- (j) Whether Defendants failed to maintain a temperature in work areas that provided reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed, and failed to take all feasible means to reduce excessive heat or humidity to a degree providing reasonable comfort;
- (k) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (l) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (m) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

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

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the

identity of such membership is readily ascertainable by inspection of Defendants' employment records.

- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: The nature of this action makes the use of class action 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 §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid Minimum Wages (Against all Defendants)

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

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

86. First, Defendants had, and continue to have, a company-wide policy and/or practice requiring Plaintiff and class members to perform various work-related tasks while off-the-clock before and after their shifts, and on their days off. For example, because Defendants’ timekeeping system was integrated with the company’s point-of-sale (“POS”) system, Plaintiff and class members would often 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, Plaintiff was required to wait several minutes under Defendants’ control until a POS machine was available for clocking-in, time for which she was not paid. Additionally, Defendants contacted Plaintiff on her personal mobile device outside of her shifts. For example, Plaintiff spent a few minutes answering calls or text messages from Defendants’ management regarding work-related issues.

1 87. Second, Defendants had, and continue to have, a company-wide policy and/or
2 practice of strictly staffing their restaurant locations based on the labor hours allocated by
3 each location's labor or payroll budget set by corporate. Defendants' uniform use of labor
4 budgets has resulted in chronic understaffing and a lack of adequate meal period coverage,
5 because there were too few employees on duty to handle the workload and attend to
6 customers. Because Defendants did not employ or staff a sufficient number of employees to
7 meet customer demand, there was no one available to relieve employees needing meal period
8 coverage, and Plaintiff and class members were not always afforded uninterrupted 30-minute
9 meal periods during shifts when they were entitled to receive a meal period. Moreover,
10 Defendants have a practice of failing to schedule meal periods, which further caused Plaintiff
11 and class members to not be relieved of their duties for compliant meal periods.
12 Consequently, Plaintiff and class members were required to work through their meal periods
13 and/or had their unpaid meal periods interrupted in order to complete their assigned duties and
14 handle customer demand, time for which they were not paid.

15 88. Further, on information and belief, because Defendants frowned upon
16 employees accruing meal period premiums, Defendants' management pressured employees to
17 clock out for meal periods to reflect compliant meal periods, regardless of whether they had
18 received a compliant meal period or not. Thus, Defendants did not record all hours worked
19 during meal periods, and Plaintiff and class members performed work during meal periods for
20 which they were not paid.

21 89. Defendants knew or should have known that as a result of these company-wide
22 practices and/or policies, Plaintiff and class members were performing their assigned duties
23 off-the-clock before and after their shifts and during meal periods, and were suffered or
24 permitted to perform work for which they were not paid. Accordingly, Defendants did not
25 pay minimum wages for all hours worked by Plaintiff and class members in violation of
26 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

27 90. Defendants' failure to pay Plaintiff and class members minimum wages violates
28 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to

1 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
2 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
3 interest thereon.

4 **SECOND CAUSE OF ACTION**

5 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period** 6 **Violations** 7 **(Against all Defendants)**

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

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

17 93. At all relevant times herein set forth, California Labor Code sections 226.7,
18 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
19 meal period mandated by an applicable order of the IWC.

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

27 95. First, as stated, during the relevant time period, Defendants had, and continue
28 to have, a company-wide policy and/or practice of understaffing locations due to labor

1 budgeting and/or limited payroll allocation, which, combined with the failure to schedule meal
2 periods, has resulted in a lack of meal period coverage and prevented Plaintiff and class
3 members from taking all timely, uninterrupted meal periods to which they were entitled. As a
4 result, Plaintiff and class members had to work through all or part of their meal periods, had
5 their meal periods interrupted, and/or had to wait extended periods of time before taking meal
6 periods. For example, Plaintiff was required to work through her meal periods or could not
7 take her meal periods until after the fifth hour of work, due to the lack of coverage.

8 Moreover, on information and belief, Defendants' management erroneously informed Plaintiff
9 and class members that they were not entitled to take a meal period unless they worked six (6)
10 hours or more in a day. Thus, Defendants failed to provide Plaintiff and class members with
11 compliant, 30-minute meal periods altogether when they were scheduled for six-hour shifts.

12 96. Second, as set forth above, on information and belief, because Defendants
13 frowned upon employees accruing meal period premiums, Defendants' management pressured
14 employees to clock out for meal periods to reflect compliant meal periods regardless of
15 whether they had received a compliant meal period or not, in order to strictly limit the meal
16 period premiums that would need to be paid by Defendants. Plaintiff and class members did
17 not sign valid meal period waivers on days that they were entitled to meal periods and were
18 not relieved of all duties.

19 97. Moreover, Defendants had a company-wide policy of requiring all newly hired
20 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
21 the position that non-exempt, hourly paid employees had waived their rights to first and/or
22 second meal periods for the entirety of their employment and, on that basis, did not provide
23 them with all meal periods to which they were entitled. Furthermore, Defendants' "Meal
24 Break Waiver Agreement" requires employees to provide written notice should they wish to
25 revoke the waiver. Defendants' presumption that meal periods would not be provided for
26 shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten
27 (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or
28 near the time of hire, and imposition on employees to revoke the waivers in writing,

discouraged and impeded Plaintiff and class members from taking all meal periods to which they were entitled.

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

99. At all times herein mentioned, Defendants knew or should have known that, as a result of these policies, Plaintiff and class members were prevented from being relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or should have known that Defendants did not pay Plaintiff and class members meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

100. Moreover, Defendants 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, Plaintiff and class members have not received premium pay for missed, late, shortened, and/or interrupted meal periods. As a result, Defendants failed to provide Plaintiff and class members compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

101. Defendants' conduct violates the applicable IWC Wage Order, and California

1 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
2 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
3 rate of compensation for each work day that the meal period was not provided.

4 **THIRD CAUSE OF ACTION**

5 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 6 **(Against all Defendants)**

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

9 103. At all relevant times herein set forth, the applicable IWC Wage Order and
10 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
11 members' employment by Defendants.

12 104. At all relevant times, the applicable IWC Wage Order provides that "[e]very
13 employer shall authorize and permit all employees to take rest periods, which insofar as
14 practicable shall be in the middle of each work period" and that the "rest period time shall be
15 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
16 hours or major fraction thereof" unless the total daily work time is less than three and one-half
17 (3 ½) hours.

18 105. At all relevant times, California Labor Code section 226.7 provides that no
19 employer shall require an employee to work during any rest period mandated by an applicable
20 order of the California IWC. To comply with its obligation to authorize and permit rest
21 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
22 employer must "relinquish any control over how employees spend their break time, and
23 relieve their employees of all duties—including the obligation that an employee remain on
24 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
25 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
26 Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from
27 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
28 required rest period was not authorized and permitted.

106. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants' company-wide use of labor budgeting and/or limited payroll allocation and understaffing resulted in a lack of rest period coverage and prevented Plaintiff and class members from being relieved of all duty in order to take compliant rest periods. Defendants also failed to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and class members not being authorized and permitted to take rest periods.

107. Furthermore, upon information and belief, during the relevant time period, Defendants maintained and implemented a company-wide on-premises rest period policy, which effectively required that Plaintiff and class members remain on the work premises during their rest periods. Because Plaintiff and class members 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, Defendants effectively maintained control over Plaintiff and class members during rest periods.

108. As a result of Defendants' practices and policies, Plaintiff and class members 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, Plaintiff had to forgo her rest periods entirely due to the lack of coverage.

109. Defendants 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, Plaintiff and class members have not received premium pay for all missed rest periods. Accordingly, Defendants failed to authorize and permit all compliant rest periods and failed to pay the full rest period premiums due.

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

permitted.

FOURTH CAUSE OF ACTION

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

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

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

113. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members 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 minimum wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

114. Because Defendants did not record the time Plaintiff and Subclass members spent working off the clock, Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass members, 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).

115. The wage statement deficiencies also include, among other things, failing to list

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

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

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

28 118. Plaintiff and Subclass members are entitled to recover from Defendants the

greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

FIFTH CAUSE OF ACTION

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

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

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

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

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

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

thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

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

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

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

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

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

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

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

SEVENTH CAUSE OF ACTION

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

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

131. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees 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 they 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 may provide and maintain hand tools and equipment customarily required by the particular 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."

132. First, during the relevant time period, Defendants had a company-wide policy of requiring Plaintiff and class members to utilize their own personal mobile devices, including cellular phones and/or mobile data, to carry out their job duties, but Defendants failed to reimburse them for the costs of their work-related mobile device expenses. For example, Plaintiff was required to use her personal mobile device to communicate with Defendants' management regarding work-related issues and send photos of the restaurant or the cash drawer via text messages. Although Defendants required Plaintiff and class members

1 to utilize their personal mobile devices to carry out their work-related responsibilities,
2 Defendants failed to reimburse them for these costs.

3 133. Second, during the relevant time period, Defendants, on a company-wide basis,
4 required that Plaintiff and class members use their own personal vehicles to run company
5 errands. For example, Plaintiff was required to use her personal vehicle and drive to
6 Defendants' other location to pick up supplies and return to her restaurant. Although
7 Defendants required Plaintiff and class members to utilize their personal vehicles to carry out
8 their work-related responsibilities, Defendants failed to reimburse them for their mileage or
9 travel expenses.

10 134. Third, during the relevant time period, Defendants, on a company-wide basis,
11 required Plaintiff and class members to obtain and pay for a California Food Handler Card,
12 which was required for their continued employment, as well as associated costs such as
13 training and/or examination fees. For example, Plaintiff paid approximately \$30 to obtain her
14 food handler card, but Defendants did not reimburse her for the costs of obtaining it. Thus,
15 Defendants failed to reimburse Plaintiff and class members for the costs of obtaining these
16 food handler cards, including training and/or examination fees.

17 135. Fourth, during the relevant time period, Defendants required Plaintiff and class
18 members to wear uniforms bearing the company's logo, including a t-shirt and an apron.
19 However, due to the nature of work in the restaurant preparing food, Plaintiff's uniform items
20 would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that
21 she was unable to mix these clothes in with other laundry. As a result, Plaintiff had to wash
22 her uniform items more frequently and separately from her regular clothing, thus incurring
23 additional laundry expenses for the upkeep of her uniforms. Thus, Defendants failed to
24 maintain uniforms they required Plaintiff and class members to wear during their shifts and
25 forced them to incur the cost of maintaining employee uniforms.

26 136. Defendants could have provided Plaintiff and class members with the actual
27 equipment for use on the job, such as company mobile devices and company vehicles, as well
28 as access to laundering services; or Defendants could have reimbursed employees for the costs

1 of their mobile device usage, travel and mileage expenses, food handler cards, and laundering
2 expenses or provided a uniform maintenance allowance. Instead, Defendants passed these
3 operating costs onto Plaintiff and class members. At all relevant times, Plaintiff did not earn
4 at least two (2) times the minimum wage

5 137. Defendants' company-wide policy and/or practice of not reimbursing
6 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
7 and class members violates California Labor Code section 2802. Defendants have
8 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
9 business-related expenses and costs.

10 138. Pursuant to California Labor Code section 2802, Plaintiff and class members
11 are entitled to recover from Defendants their business-related expenses incurred during the
12 course and scope of their employment, plus interest, costs, and attorneys' fees.

13 **EIGHTH CAUSE OF ACTION**

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

15 **(Against all Defendants)**

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

18 140. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
19 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
20 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and
21 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
22 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
23 including sections 226(a), 226.7, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2802.

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

- 26 (a) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
27 1198, and the applicable IWC Wage Order for Defendants' failure to
28 compensate Plaintiff and other aggrieved employees with at least

1 minimum wages for all hours worked, as alleged herein;

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

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

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

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

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

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

19 (h) Violation of Labor Code section 1198 and the applicable IWC Wage
20 Order for failure to pay split-shift premiums when Plaintiff and other
21 aggrieved employees returned to work for an additional shift in the same
22 day, after having been clocked out for more than an hour, as set forth
23 below;

24 (i) Violation of Labor Code section 1198 and the applicable IWC Wage
25 Order for failure to provide suitable resting facilities to Plaintiff and
26 other aggrieved employees, as set forth below;

27 (j) Violation of Labor Code section 1198 and the applicable IWC Wage
28 Order for failure to maintain a temperature in work areas that provided

1 reasonable comfort consistent with industry-wide standards for the
2 nature of the process and the work performed, and to take all feasible
3 means to reduce excessive heat or humidity to a degree providing
4 reasonable comfort, as set forth below; and

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

8 142. At all relevant times, California Labor Code section 1198 dictates that no
9 employer may employ an employee under conditions of labor that are prohibited by the
10 applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . .
11 the standard conditions of labor fixed by the commission shall be the . . . standard conditions
12 of labor for employees. The employment of any employee . . . under conditions of labor
13 prohibited by the order is unlawful.”

14 143. California Code of Regulations, Title 8, section 11050(4)(C) provides that,
15 “When an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid
16 in addition to the minimum wage for that workday, except when the employee resides at the
17 place of employment.” Plaintiff and other aggrieved employees did not reside at Defendants’
18 locations. California Code of Regulations, Title 8, defines a split shift as “a work schedule,
19 which is interrupted by non-paid non-working periods established by the employer, other than
20 bona fide rest or meal periods.”

21 144. Defendants violated California Labor Code section 1198 and California Code
22 of Regulations, Title 8, section 11050(4)(C), because Defendants failed to pay Plaintiff and
23 other aggrieved employees a split-shift premium when they returned to work for an additional
24 shift in the same day, after having been clocked out for at least an hour. For example,
25 Plaintiff would be scheduled to work a morning shift, clock out for at least an hour, and then
26 return to work later in the day for an additional shift. When this occurred, Defendants did not
27 always pay Plaintiff and other aggrieved employees an additional hour at minimum wage.

28 145. Accordingly, Defendants required Plaintiff and other aggrieved employees to

1 work split shifts but failed to pay them the split-shift premium wage in violation of California
2 Labor Code section 1198. Defendants' failure to compensate Plaintiff and other aggrieved
3 employees with split-shift pay when they returned to work for an additional shift in the same
4 day, after having been clocked out for more than an hour, violates California Labor Code
5 section 1198 and California Code of Regulations, Title 8, section 11050(4)(C). Plaintiff and
6 other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor
7 Code sections 2699(a), (f), and (k).

8 146. California Code of Regulations, Title 8, section 11050(13)(B) provides that
9 "[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and
10 shall be available to employees during work hours."

11 147. Defendants' California restaurants are generally similar in their layout and
12 design and there was, and continues to be, space that allows for a resting facility that
13 employees may use to cease work and recover during meal or rest periods. Defendants could
14 have provided Plaintiff and other aggrieved employees with a resting facility within all of
15 their restaurants, with reasonable or no modification, but instead denied, and continue to deny,
16 employees suitable areas to rest (e.g., a breakroom with seats). As a result, Plaintiff and other
17 aggrieved employees were forced to adjust to areas not conducive to resting or search for
18 areas outside of the restaurant which are not designated or reserved for their rest.

19 148. Defendants did not provide Plaintiff and other aggrieved employees with
20 suitable resting facilities during their work hours, particularly during rest or meal periods. In
21 other words, during the times when Plaintiff and other aggrieved employees were legally
22 allowed to forgo assigned tasks, as in during a meal or rest period, Defendants denied them
23 any area within their restaurants to cease work and recover. Moreover, Defendants did not
24 inform Plaintiff and other aggrieved employees of their rights to suitable resting facilities
25 under California law.

26 149. As a result of Defendants' company-wide failure to provide suitable resting
27 facilities in their restaurants, Plaintiff and other aggrieved employees were forced to adjust to
28 areas not conducive to resting or search for facilities outside their restaurants to cease work

1 and recover. Defendants' failure to provide suitable resting facilities to Plaintiff and other
2 aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No.
3 5-2001, subdivision 13(B). Plaintiff and other aggrieved employees are therefore entitled to
4 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

5 150. California Code of Regulations, Title 8, sections 11050(15)(A) and (B) provide
6 that "[t]he temperature maintained in each work area shall provide reasonable comfort
7 consistent with industrywide standards for the nature of the process and the work
8 performed If excessive heat or humidity is created by the work process, the employer
9 shall take all feasible means to reduce such excessive heat or humidity to a degree providing
10 reasonable comfort." California law requires an employer to endeavor to provide a safe and
11 healthy workplace (Cal. Code Regs. tit. 8, § 3203).

12 151. Upon information and belief, Defendants violated California Labor Code
13 section 1198 and California Code of Regulations, Title 8, section 11080(15), because
14 Defendants failed to maintain a temperature in work areas that provided reasonable comfort
15 consistent with industry-wide standards for the nature of the process and the work performed
16 and failed to take all feasible means to reduce excessive heat or humidity to a degree
17 providing reasonable comfort.

18 152. During the relevant time period, Plaintiff and other aggrieved employees were
19 subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding
20 82 degrees Fahrenheit. Defendants failed to provide Plaintiff and other aggrieved employees
21 with reasonable comfort by maintaining the indoor temperature within the range of industry
22 standards by providing adequate air conditioning, in violation of California Labor Code
23 section 1198 and in IWC Wage Order No. 5-2001, subdivision 15. For example, Plaintiff and
24 other aggrieved employees who were present in Defendants' restaurants were not provided
25 sufficient air conditioning or fans, and would be required to work indoors at 82 degrees
26 Fahrenheit or more.

27 153. Accordingly, Defendants failed to maintain in their work areas, a temperature
28 providing reasonable comfort for their employees, including Plaintiff and other aggrieved

employees, in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(15). Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

NINTH CAUSE OF ACTION

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

Unlawful Business Practices

(Against all Defendants)

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

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

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

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

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

- (a) Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (b) Failing to provide all meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and

1198, and the applicable IWC Wage Order, as alleged herein;

- (c) Failing to authorize and permit Plaintiff and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (d) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;
- (e) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;
- (f) Failing to pay Plaintiff and class members split-shift premium wage of an additional hour of pay at the minimum wage, when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour, in violation of California Labor Code section 1198 and the applicable IWC Wage Order, as set forth below; and
- (g) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein.

159. At all relevant times herein, Labor Code section 1198 provides that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Code of Regulations, Title 8, section 11050(4)(C) provides that, "When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment." Plaintiff and class members did not reside at Defendants' locations. California Code of Regulations, Title 8, defines a split shift as "a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods."

160. Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(4)(C), because Defendants failed to pay Plaintiff and class members a split-shift premium when they returned to work for an additional shift in the same day, after having been clocked out for at least an hour. For instance, Plaintiff would be scheduled to work a morning shift, clock out for at least an hour, and then return to work later in the day for an additional shift. When this occurred, Defendants did not always pay Plaintiff and class members an additional hour at minimum wage.

161. Accordingly, Defendants required Plaintiff and class members to work split shifts but failed to pay them the split-shift premium wage in violation of California Labor Code section 1198. Defendants' failure to compensate Plaintiff and class members with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour, violates California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(4)(C).

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

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

TENTH CAUSE OF ACTION

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

Unfair Business Practices

(Against all Defendants)

164. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 165. Defendants are “persons” as defined by California Business & Professions
3 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
4 and/or associations.

5 166. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
6 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
7 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
8 seeks to enforce important rights affecting the public interest within the meaning of Code of
9 Civil Procedure section 1021.5.

10 167. Defendants’ activities, namely Defendants’ company-wide practice and/or
11 policy of not paying Plaintiff and class members all meal and rest period premiums due to
12 them under Labor Code section 226.7, deprived Plaintiff and class members of the
13 compensation guarantee and enhanced enforcement implemented by section 226.7. The
14 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
15 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
16 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
17 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
18 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
19 unfair business practice in violation of California Business & Professions Code sections
20 17200, *et seq.* (*Id.*)

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

25 169. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
26 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
27 benefits implemented by section 226.7 withheld and retained by Defendants during a period
28 that commences four years prior to the filing of the initial complaint; a permanent injunction

1 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
2 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
3 Procedure section 1021.5 and other applicable laws; and an award of costs.

4 **REQUEST FOR JURY TRIAL**

5 Plaintiff requests a trial by jury.

6 **PRAYER FOR RELIEF**

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

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

12 **Class Certification**

13 2. That this case be certified as a class action;

14 3. That Plaintiff be appointed as the representative of the Class and Subclass;

15 4. That counsel for Plaintiff be appointed as class counsel.

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

17 5. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
19 Order by willfully failing to pay minimum wages to Plaintiff and class members;

20 6. For general unpaid wages and such general and special damages as may be
21 appropriate;

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

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

26 9. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Second Cause of Action

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

12. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

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

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

As to the Fourth Cause of Action

25. 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 Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

3 36. For such other and further relief as the Court may deem equitable and
4 appropriate.

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

6 37. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
8 minimum wages and/or meal and rest periods during their employment;

9 38. For all actual, consequential and incidental losses and damages, according to
10 proof;

11 39. For statutory penalties according to proof pursuant to California Labor Code
12 section 210;

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

15 41. For attorneys' fees pursuant to California Code of Civil Procedure section
16 1021.5, or as otherwise provided by law; and

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

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

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

23 44. For unpaid business-related expenses and such general and special damages as
24 may be appropriate;

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

28 46. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 47. For attorneys' fees and costs pursuant to California Labor Code section
3 2802(c), or as otherwise provided by law; and

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

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

7 49. That the Court declare, adjudge and decree that Defendants violated the
8 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
9 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all
10 hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7,
11 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198
12 (by failing to provide accurate wage statements and maintain accurate payroll records); 201
13 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely
14 pay all earned wages during employment); 1198 and the applicable IWC Wage Order (by
15 failing to provide split-shift pay); 1198 and the applicable IWC Wage Order (by failing to
16 provide suitable resting facilities); 1198 and the applicable IWC Wage Order (by failing to
17 maintain a reasonable work temperature); and 2802 (by failing to reimburse business
18 expenses);

19 50. For civil penalties pursuant to the California Labor Code, including sections
20 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code
21 sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
22 1198, and 2802;

23 51. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
24 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
25 sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
26 1198, and 2802;

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

1 Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
2 1197.1, 1198, and 2802;

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

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

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

7 55. That the Court declare, adjudge and decree that Defendants' conduct of failing
8 to provide Plaintiff and class members all minimum wages due to them, failing to provide
9 Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class
10 members to take all rest periods, failing to provide Plaintiff and class members accurate and
11 complete wage statements, failing to maintain accurate payroll records for Plaintiff and class
12 members, failing to timely pay Plaintiff and class members all earned wages during
13 employment, failing to properly compensate Plaintiff and class members for split shifts, and
14 failing to reimburse Plaintiff and class members for business-related expenses, constitutes an
15 unlawful business practice in violation of California Business and Professions Code sections
16 17200, *et seq.*;

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

19 57. For the appointment of a receiver to receive, manage, and distribute any and all
20 funds disgorged from Defendants and determined to have been wrongfully acquired by
21 Defendants as a result of violations of California Business & Professions Code sections
22 17200, *et seq.*;

23 58. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Code of Civil Procedure section 1021.5; and

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

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

28 60. That the Court declare, adjudge and decree that Defendants' conduct of denying

1 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
2 an unfair business practice in violation of California Business and Professions Code sections
3 17200, *et seq.*;

4 61. For restitution of the statutory benefits under section 226.7 unfairly withheld
5 from Plaintiff and class members and prejudgment interest from the day such amounts were
6 due and payable;

7 62. 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 63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Code of Civil Procedure section 1021.5;

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

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

16
17 Dated: May 23, 2025

Respectfully submitted,

18 Capstone Law APC

19
20 By: 

21 Orlando Villalba

Helga Hakimi

22 Jaime Castaneda

23 Attorneys for Plaintiff Mia Silva
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25
26
27
28

EXHIBIT “1”



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

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

March 18, 2025

VIA ONLINE SUBMISSION

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

Subject: *Mia Silva v. BK SD LLC, et al.*

Dear PAGA Administrator:

This office represents Mia Silva in connection with her claims under the California Labor Code. Ms. Silva was an employee of BK SD LLC; BAKERSFIELD SUBS LLC; CHILDREN HOSPITAL SUBS LLC; CORONA SUBS LLC; CR SUBWAY LLC; EAT FRESH, LLC; ELAS, LLC; FRESH CONCEPT SD LLC; FRESH SUBS SAN DIEGO LLC; KAM-BERI LLC; LACREN, LLC; LAOC BURGERS LLC; LSBS, LLC; MIRAMAR BASE SUBWAYS LLC; MGISD, LLC; RMS ENTERPRISES, LLC; RN RESTAURANTS, LLC; RS RESTAURANTS, LLC; RW SUBWAY, LLC; S40249 LLC; SAIVI INVESTMENTS, LLC; SDDT ENTERPRISES, LLC; SDSU SUBS LLC; SD COAST CONCEPTS, LLC; SDSR LLC; SERVE FRESH RSB LLC; SLO SUBS LLC; SMILING CUSTOMERS, LLC; SUBWAY DEVELOPMENT OF SAN DIEGO, LLC; and SWEET CRAVINGS, LLC. For the purpose of this letter, Ms. Silva collectively refers to these entities as "SUBWAY."

The employers may be contacted directly at the addresses below:

BK SD LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

BAKERSFIELD SUBS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

CHILDREN HOSPITAL SUBS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

CORONA SUBS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

CR SUBWAY LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

EAT FRESH, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

ELAS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

FRESH CONCEPT SD LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

FRESH SUBS SAN DIEGO LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

KAM-BERI LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

LACREN, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

LAOC BURGERS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

LSBS, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801	MIRAMAR BASE SUBWAYS LLC 2551 W WOODLAND DR ANAHEIM, CA 92801	MGISD, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801
RMS ENTERPRISES, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801	RN RESTAURANTS, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801	RS RESTAURANTS, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801
RW SUBWAY, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801	S40249 LLC 2551 W WOODLAND DR ANAHEIM, CA 92801	SAIVI INVESTMENTS, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801
SDDT ENTERPRISES, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801	SDSU SUBS LLC 2551 W WOODLAND DR ANAHEIM, CA 92801	SD COAST CONCEPTS, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801
SDSR LLC 2551 W WOODLAND DR ANAHEIM, CA 92801	SERVE FRESH RSB LLC 2551 W WOODLAND DR ANAHEIM, CA 92801	SLO SUBS LLC 2551 W WOODLAND DR ANAHEIM, CA 92801
SMILING CUSTOMERS, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801	SUBWAY DEVELOPMENT OF SAN DIEGO, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801	SWEET CRAVINGS, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801

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

SUBWAY employed Ms. Silva as an hourly paid, non-exempt employee from approximately September 2023 to October 2024. Ms. Silva worked for SUBWAY as a Sandwich Artist at its Subway restaurants in Bakersfield, California. During her employment, Ms. Silva typically worked five (5) to eight (8) hours per day and three (3) days or more per week. Ms. Silva was compensated approximately \$20.00 per hour at the time her employment ended. Her job duties included, without limitation, preparing and serving food, providing customer service, ensuring correct food labeling, and cleaning.

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

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

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

BK SD LLC; CHILDREN HOSPITAL SUBS LLC; CR SUBWAY LLC; EAT FRESH, LLC; ELAS, LLC; FRESH CONCEPT SD LLC; KAM-BERI LLC; LACREN, LLC; LSBS, LLC; MIRAMAR BASE SUBWAYS LLC; MGISD, LLC; RMS ENTERPRISES, LLC; RN RESTAURANTS, LLC; RS RESTAURANTS, LLC; RW SUBWAY, LLC; S40249 LLC; SAIVI INVESTMENTS, LLC; SDDT ENTERPRISES, LLC; SDSU SUBS LLC; SD COAST CONCEPTS, LLC; SDSR LLC; SLO SUBS LLC; SMILING CUSTOMERS, LLC; and SWEET CRAVINGS, LLC are California limited liability companies while BAKERSFIELD SUBS LLC; CORONA SUBS LLC; FRESH SUBS SAN DIEGO LLC; LAOC BURGERS LLC; SERVE FRESH RSB LLC; and SUBWAY DEVELOPMENT OF SAN DIEGO, LLC are Delaware limited liability companies. Together, SUBWAY owns and operates approximately 95 Subway franchise restaurant locations in California. Upon information and belief, SUBWAY maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Anaheim, California, for all non-exempt, hourly paid employees working for SUBWAY in California, including Ms. Silva and other aggrieved employees. At all relevant times, SUBWAY issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Silva and other aggrieved employees, regardless of their location or position.

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

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 Industrial Welfare Commission ("IWC"). The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in 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, SUBWAY had, and continues to have, a company-wide policy and/or practice requiring Ms. Silva and other aggrieved employees to perform various work-related tasks while off-the-clock before and after their shifts, and on their days off. For example, because SUBWAY's timekeeping system was integrated with the company's point-of-sale ("POS") system, Ms. Silva and other aggrieved employees would often 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. Silva was required to wait several minutes under SUBWAY's control until a POS machine was available for clocking-in, time for which she was not paid. Additionally, SUBWAY contacted Ms. Silva on her personal mobile device outside of her shifts. For example, Ms. Silva spent a few minutes answering calls or text messages from SUBWAY's management regarding work-related issues.

Second, SUBWAY had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours allocated by each location's labor or payroll budget set by

corporate. SUBWAY's uniform use of labor budgets 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 SUBWAY 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. Silva 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, SUBWAY has a practice of failing to schedule meal periods, which further caused Ms. Silva and other aggrieved employees to not be relieved of their duties for compliant meal periods. Consequently, Ms. Silva and other aggrieved employees were required to work through their meal periods and/or had their unpaid meal periods interrupted in order to complete their assigned duties and handle customer demand, time for which they were not paid.

Further, on information and belief, because SUBWAY frowned upon employees accruing meal period premiums, SUBWAY's management pressured employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not. Thus, SUBWAY did not record all hours worked during meal periods, and Ms. Silva and other aggrieved employees performed work during meal periods for which they were not paid.

SUBWAY knew or should have known that as a result of these company-wide practices and/or policies, Ms. Silva and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Accordingly, SUBWAY regularly failed to pay at least minimum wages to Ms. Silva 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. Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUBWAY 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, SUBWAY 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 failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Ms. Silva and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. Silva and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Silva was required to work through her meal periods or could not take her meal periods until after the fifth hour of work, due to the lack of coverage. Moreover, on information and belief, SUBWAY's management erroneously informed Ms. Silva and other aggrieved employees that they were not entitled to take a meal period unless they worked six (6) hours or more in a day. Thus, SUBWAY failed to provide Ms. Silva and other aggrieved employees with compliant, 30-minute meal periods altogether when they were scheduled for six-hour shifts.

Second, as set forth above, on information and belief, because SUBWAY frowned upon employees accruing meal period premiums, SUBWAY's management pressured employees to clock out for meal periods to reflect compliant meal periods regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by SUBWAY. Ms. Silva 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, SUBWAY had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. SUBWAY 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. Furthermore, SUBWAY's "Meal Break Waiver Agreement" requires employees to provide written notice should they wish to revoke the waiver. SUBWAY'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. Silva 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 SUBWAY required Ms. Silva 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 SUBWAY's obligation to provide Ms. Silva 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, SUBWAY knew or should have known that, as a result of these policies, Ms. Silva and other aggrieved employees were prevented from being relieved of all duties to take timely, uninterrupted meal periods. SUBWAY further knew or should have known that it did not pay Ms. Silva

and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

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

Accordingly, SUBWAY failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUBWAY 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, SUBWAY regularly failed to authorize and permit Ms. Silva 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, SUBWAY's company-wide use of labor budgeting and/or limited payroll allocation and understaffing resulted in a lack of rest period coverage and prevented Ms. Silva and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. SUBWAY also failed to schedule rest periods, which, coupled with SUBWAY's failure to provide adequate rest period coverage, further led to Ms. Silva and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, SUBWAY maintained and implemented a company-wide on-premises rest period policy, which effectively required that Ms. Silva and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Silva 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, SUBWAY effectively maintained control over Ms. Silva and other aggrieved employees during rest periods.

As a result of SUBWAY's practices and policies, Ms. Silva 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. Silva had to forgo her rest periods entirely due to the lack of coverage.

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

Accordingly, SUBWAY failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUBWAY 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. 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, SUBWAY has knowingly and intentionally provided Ms. Silva and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SUBWAY issued uniform wage statements to Ms. Silva 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 minimum wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, SUBWAY violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SUBWAY did not record the time Ms. Silva and other aggrieved employees spent working off the clock, SUBWAY did not list the correct amount of gross wages and net wages earned by Ms. Silva and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, SUBWAY failed to accurately list the total number of hours worked by Ms. Silva 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” At all relevant times, and in violation of Labor Code section 1174(d), SUBWAY willfully failed to maintain accurate payroll records for Ms. Silva 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, SUBWAY 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. Silva and other aggrieved employees, in violation of section 1198.

Because SUBWAY failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Silva 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. Silva 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. Silva and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SUBWAY 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, SUBWAY willfully failed to pay Ms. Silva and other aggrieved employees all wages due including, but not limited to, minimum wages and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

Ms. Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUBWAY 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.

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

Ms. Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUBWAY 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 § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 4(C) – Failure to Pay Split-Shift Premiums

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

California Code of Regulations, Title 8, section 11050(4)(C) provides that, “When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.” California Code of Regulations, Title 8, defines a split shift as “a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.”

SUBWAY willfully violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(4)(C), because SUBWAY failed to pay Ms. Silva and other aggrieved employees a split-shift premium when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour. For example, Ms. Silva would be scheduled to work a morning shift, clock out for at least an hour, and then return to work later in the day for an additional shift. When this occurred, SUBWAY did not always pay Ms. Silva and other aggrieved employees an additional hour at minimum wage.

SUBWAY's failure to provide Ms. Silva and other aggrieved employees with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour, violates California Labor Code section 1198 and California Code of Regulations Title 8, Section 11050(4)(C).

Ms. Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUBWAY into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

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

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

SUBWAY's California restaurants are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. SUBWAY could have provided Ms. Silva and other aggrieved employees with a suitable resting facility within all of its restaurants, with reasonable or no modification, but instead denied, and continues to deny, employees suitable areas to rest (e.g., a breakroom with seats). As a result, Ms. Silva and other aggrieved employees were forced to adjust to areas not conducive to resting or search for areas outside of the restaurant which are not designated or reserved for their rest.

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

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

Ms. Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUBWAY into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 15 – Failure to Maintain Work Temperature Providing Reasonable Comfort

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

California Code of Regulations, Title 8, sections 11050(15)(A) and (B) provide that “[t]he temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.” California law requires an employer to endeavor to provide a safe and healthy workplace (Cal. Code Regs. tit. 8, § 3203).

Upon information and belief, SUBWAY violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(15), because SUBWAY failed to maintain a temperature in work areas that provided reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed and failed to take all feasible means to reduce excessive heat or humidity to a degree providing reasonable comfort.

During the relevant time period, Ms. Silva and other aggrieved employees were subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding 82 degrees Fahrenheit. SUBWAY failed to provide Ms. Silva and other aggrieved employees with reasonable comfort by maintaining the indoor temperature within the range of industry standards by providing adequate air conditioning, in violation of California Labor Code section 1198 and in IWC Wage Order No. 5-2001, subdivision 15. For example, Ms. Silva and other aggrieved employees who were present in SUBWAY’s restaurants were not provided sufficient air conditioning or fans, and would be required to work indoors at 82 degrees Fahrenheit or more. Accordingly, SUBWAY failed to maintain, in its work areas, a temperature providing reasonable comfort for its employees, Ms. Silva and other aggrieved employees, in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(15).

Ms. Silva and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SUBWAY 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, during the relevant time period, SUBWAY had a company-wide policy of requiring Ms. Silva and other aggrieved employees to utilize their own personal mobile devices, including cellular phones and/or mobile data, to carry out their job duties, but SUBWAY failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Silva was required to use her personal mobile device to communicate with SUBWAY's management regarding work-related issues and send photos of the restaurant or the cash drawer via text messages. Although SUBWAY required Ms. Silva and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, SUBWAY failed to reimburse them for these costs.

Second, during the relevant time period, SUBWAY, on a company-wide basis, required that Ms. Silva and other aggrieved employees use their own personal vehicles to run company errands. For example, Ms. Silva was required to use her personal vehicle and drive to SUBWAY's other location to pick up supplies and return to her restaurant. Although SUBWAY required Ms. Silva and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, SUBWAY failed to reimburse them for their mileage or travel expenses.

Third, during the relevant time period, SUBWAY, on a company-wide basis, required Ms. Silva and other aggrieved employees to obtain and pay for a California Food Handler Card, which was required for their continued employment, as well as associated costs such as training and/or examination fees. For example, Ms. Silva paid approximately \$30 to obtain her food handler card, but SUBWAY did not reimburse her for the costs of obtaining it. Thus, SUBWAY failed to reimburse Ms. Silva and other aggrieved employees for the costs of obtaining these food handler cards, including training and/or examination fees.

Fourth, during the relevant time period, SUBWAY required Ms. Silva and other aggrieved employees to wear uniforms bearing the company's logo, including a t-shirt and an apron. However, due to the nature of work in the restaurant preparing food, Ms. Silva'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, Ms. Silva had to wash her uniform items more frequently and separately from her regular clothing, thus incurring additional laundry expenses for the upkeep of her uniforms. Thus, SUBWAY failed to maintain uniforms they required Ms. Silva and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

SUBWAY could have provided Ms. Silva 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 SUBWAY could have reimbursed employees for the costs of their mobile device usage, travel and mileage expenses, food handler cards, and laundering expenses or provided a uniform maintenance allowance. Instead, SUBWAY passed these operating costs onto Ms. Silva and other aggrieved employees. At all relevant times, Ms. Silva did not earn at least two (2) times the minimum wage.

Thus, SUBWAY 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. Silva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUBWAY 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.” SUBWAY, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Silva’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Silva 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. Silva 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 SUBWAY for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Silva 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:

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

Best Regards,



Ninel Kocharyan

Copy: BK SD LLC (via U.S. Certified Mail); BAKERSFIELD SUBS LLC (via U.S. Certified Mail); CHILDREN HOSPITAL SUBS LLC (via U.S. Certified Mail); CORONA SUBS LLC (via U.S. Certified Mail); CR SUBWAY LLC (via U.S. Certified Mail); EAT FRESH, LLC (via U.S. Certified Mail); ELAS, LLC (via U.S. Certified Mail); FRESH CONCEPT SD LLC (via U.S. Certified Mail); FRESH SUBS SAN DIEGO LLC (via U.S. Certified Mail); KAM-BERI LLC (via U.S. Certified Mail); LACREN, LLC (via U.S. Certified Mail); LAOC BURGERS LLC (via U.S. Certified Mail); LSBS, LLC (via U.S. Certified Mail); MIRAMAR BASE SUBWAYS LLC (via U.S. Certified Mail); MGISD, LLC (via U.S. Certified Mail); RMS ENTERPRISES, LLC (via U.S. Certified Mail); RN RESTAURANTS, LLC (via U.S. Certified Mail); RS RESTAURANTS, LLC (via U.S. Certified Mail); RW SUBWAY, LLC (via U.S. Certified Mail); S40249 LLC (via U.S. Certified Mail); SAIVI INVESTMENTS, LLC (via U.S. Certified Mail); SDDT ENTERPRISES, LLC (via U.S. Certified Mail); SDSU SUBS LLC (via U.S. Certified Mail); SD COAST CONCEPTS, LLC (via U.S. Certified Mail); SDSR LLC (via U.S. Certified Mail); SERVE FRESH RSB LLC (via U.S. Certified Mail); SLO SUBS LLC (via U.S. Certified Mail); SMILING CUSTOMERS, LLC (via U.S. Certified Mail); SUBWAY DEVELOPMENT OF SAN DIEGO, LLC (via U.S. Certified Mail); SWEET CRAVINGS, LLC (via U.S. Certified Mail)

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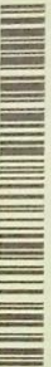
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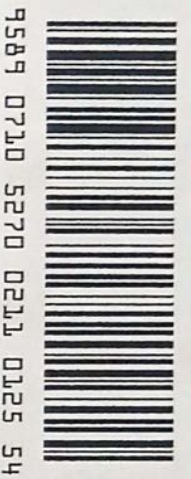
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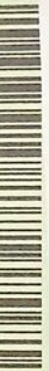
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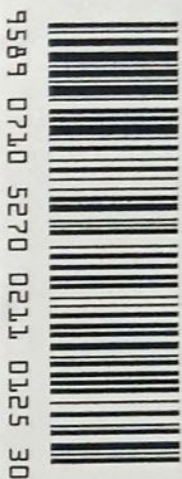
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ANAHEIM, CA 92801

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ELAS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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ELAS, LLC
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☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation 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

CERTIFIED MAIL
7022 2410 0000 2265 1936

FRESH CONCEPT SD LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

9991 5922 0000 2410 7022

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

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

OFFICIAL USE

Signature of Addressee
SILVA V. BK SD

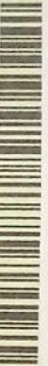
FRESH CONCEPT SD LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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

SENDER: COMPLETE THIS SECTION

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

FRESH CONCEPT SD LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801



9590 9402 8803 4005 5737 46

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1936

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

- ☐ Agent
- ☐ Addressee

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
- ☐ 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



7022 2410 0000 2265 1929

FRESH SUBS SAN DIEGO LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

7022 2410 0000 2265 1929

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)
Return Receipt (hardcopy) \$

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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.

FRESH SUBS SAN DIEGO LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

9590 9402 8803 4005 5737 60

2. Article Number (Transfer from service label)
7022 2410 0000 2265 1929

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No

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

☐ Restricted Delivery

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☐ Restricted Delivery

☐ Restricted Delivery

Domestic Return Receipt

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



9589 0710 5270 0211 0143 98

KAM-BERI LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

9589 0710 5270 0211 0143 98

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

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

Certified Mail Fee

SILVA V. BK SD

Extra Services & Fees (check box, add)

☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

☐ Cert
☐ Adu
☐ Adu

Postage \$

Total P \$

Sent To \$

Street a

City, St

KAM-BERI LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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.

KAM-BERI LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801



9590 9402 8803 4005 5737 77

2. Article Number (Transfer from carrier label)

9589 0710 5270 0211 0143 98

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

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

☐ Yes
☐ No

3. Service Type

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

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

(over \$500) ☐ Insured Restricted Delivery

Domestic Return Receipt

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



9589 0710 5270 0211 0143 74

LAOC BURGERS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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.

LAOC BURGERS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801



9590 9402 8803 4005 5737 53

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0143 74

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent

☐ Addressee

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

Domestic Return Receipt

9589 0710 5270 0211 0143 74

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

SILVA V. BK SD

Extra Services & Fees (check box, add fee)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Other \$

Postage

\$

Total P

\$

Sent To

Street

City, St

LAOC BURGERS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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

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



LSBS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

9589 0710 5270 0211 0143 67

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

SILVA V. BK SD

Extra Services & Fees (check box, add fee)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
Signature Required Here

LSBS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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.

LSBS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

COMPLETE THIS SECTION ON DELIVERY

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

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



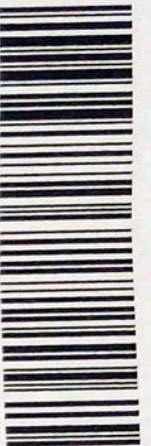
2. Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express [®] |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail [™] |
| ☐ Certified Mail [®] | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation [™] |
| ☐ Collect on 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, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL



9589 0710 5270 0211 0143 50

MIRAMAR BASE SUBWAYS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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.

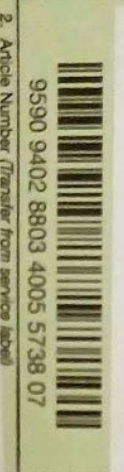
MIRAMAR BASE SUBWAYS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
X

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

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



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

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0143 50

Selected Delivery

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

Domestic Return Receipt

9589 0710 5270 0211 0143 50

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

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

OFFICIAL USE

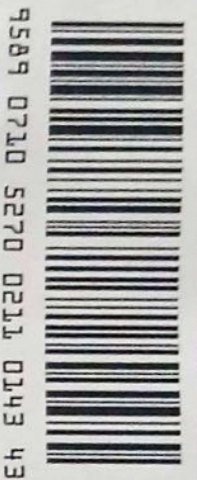
Certified Mail Fee \$
Extra Services & Fees (check box, add fee)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
Here

MIRAMAR BASE SUBWAYS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

SILVA V. BK SD

Instructions

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



9589 0710 5270 0211 0143 43

MGISD, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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

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

OFFICIAL USE

SILVA V. BK SD

MGISD, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

PS Form 3800, January 2023 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

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

MGISD, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801



9589 0710 5270 0211 0143 43

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
If YES, enter delivery address below: ☐ No

3. Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express [®] |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail [™] |
| ☐ Certified Mail [®] | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation [™] |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

9589 0710 5270 0211 0126 77

9589 0710 5270 0211 0126 77

RMS ENTERPRISES, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

Domestic Return Receipt

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

Statistical Methods

SILVA V. BK SD

☐ **Professional Management Development**

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

CERTIFIED MAIL



9589 0710 5270 0211 0126 53

RS RESTAURANTS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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.

RS RESTAURANTS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

COMPLETE THIS SECTION ON DELIVERY

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

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

9590 9402 8803 4005 5738 45



2. Article Number (Transfer from service label)

9589 0710 5270 0211 0126 53

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

Domestic Return Receipt

9589 0710 5270 0211 0126 53

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
\$
SILVA V. BK SD

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

RS RESTAURANTS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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City.
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PS F

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

CERTIFIED MAIL



9589 0710 5270 0211 0126 4b

RW SUBWAY, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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.

RW SUBWAY, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

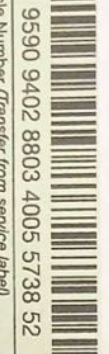
☐ Agent
☐ Addressee

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

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0126 4b

Restricted Delivery

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

Domestic Return Receipt

9589 0710 5270 0211 0126 4b

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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)

SILVA V. BK SD

☒ Return Receipt (hardcopy)

\$

☐ Return Receipt (electronic)

\$

☐ Certified Mail Restricted Delivery

\$

☐ Post

\$

☐ Total

\$

☐ Sent

\$

☐ Street

☐ City

☐ State

☐ ZIP

☐ PSN

RW SUBWAY, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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



9589 0710 5270 0211 0126 22

SAIVI INVESTMENTS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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.

SAIVI INVESTMENTS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801



9590 9402 8803 4005 5738 76

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0126 22

Restricted Delivery

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ X
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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (Enter box and fee)

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ A

☐ A

Postage

Total

Sent to

Street

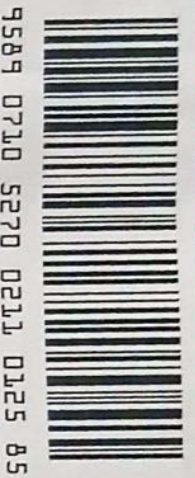
City, State

PS Form

SAIVI INVESTMENTS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

SILVA V. BK SD

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



9589 0710 5270 0211 0125 85

SDDT ENTERPRISES, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

SENDER: COMPLETE THIS SECTION

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

SDDT ENTERPRISES, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801



9590 9402 8803 4005 5738 83

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0125 85

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

9589 0710 5270 0211 0125 85

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 (Phone box, add fee)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

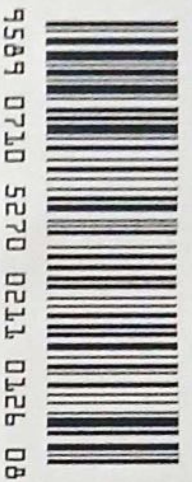
SILVA V. BK SD

Posting \$
Total P \$
Sent To \$
Street \$
City, St \$

SDDT ENTERPRISES, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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

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



9589 0710 5270 0211 0126 08

SD COAST CONCEPTS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

9589 0710 5270 0211 0126 08

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

SILVA V. BK SD

Extra Services & Fees (check box, and fee)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Signature Confirmation[™] Restricted Delivery \$
Postage \$
Total \$
Sent \$
Street \$
City \$
State \$
Zip \$

SD COAST CONCEPTS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

SENDER: COMPLETE THIS SECTION

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

SD COAST CONCEPTS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

COMPLETE THIS SECTION ON DELIVERY

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

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



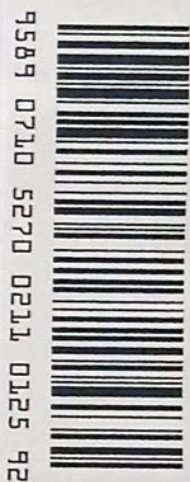
9590 9402 8803 4005 5731 11

- 3. 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

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 0125 92

SDSU SUBS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

9589 0710 5270 0211 0125 92

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

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

Certified Mail Fee

Extra Services & Fees (check box, add fee)

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

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☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

SDSU SUBS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

SILVA V. BK SD

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.

SDSU SUBS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801



9590 9402 8803 4005 5738 90

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0125 92

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Received by (Printed Name)

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
- ☐ 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 0125 78

SDSR LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

9589 0710 5270 0211 0125 78

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

SILVA V. BK SD

SDSR LLC

2551 W WOODLAND DR
ANAHEIM, CA 92801

Postage and Fees Extra
Total \$
Sent \$
Street \$
City \$

PS Form 3811, July 2020 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

SDSR LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

COMPLETE THIS SECTION ON DELIVERY

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

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

3. Service Type

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



9590 9402 8803 4005 5731 28

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0125 78

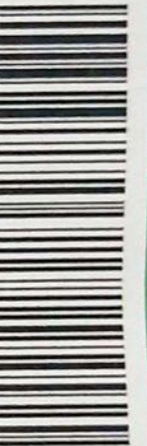
Restricted Delivery

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

CERTIFIED MAIL



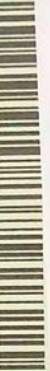
9589 0710 5270 0211 0127 21

SERVE FRESH RSB LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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.

SERVE FRESH RSB LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801



9590 9402 8803 4005 5731 35

2 Article Number (Transfer from service label)

9589 0710 5270 0211 0127 21

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

B. Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

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

☐ Yes
☐ 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

9589 0710 5270 0211 0127 21

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

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

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (attach box, and return Receipt (mandatory))

☐ Return Receipt (electronic)

☐ Return Receipt (hardcopy)

☐ Restricted Mail Restricted Delivery

SILVA V. BK SD

SERVE FRESH RSB LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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

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



9589 0710 5270 0211 0127 14

SLO SUBS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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.

SLO SUBS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

COMPLETE THIS SECTION ON DELIVERY

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

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

2. Article Number (Transfer from service label)

9590 9402 8803 4005 5731 42
9589 0710 5270 0211 0127 14

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

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

Domestic Return Receipt

9589 0710 5270 0211 0127 14

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

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

Certified Mail Fee

SILVA V. BK SD

- Extra Services & Fees (check box, see Return Receipt (hardcopy))
- | | |
|---|--|
| ☐ Return Receipt (hardcopy) | |
| ☐ Return Receipt (electronic) | |
| ☐ Certified Mail Restricted Delivery | |

Postage

SLO SUBS LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

ANAHEIM, CA 92801

City, State, ZIP+4®

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

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

CERTIFIED MAIL



9589 0710 5270 0211 0127 07

SMILING CUSTOMERS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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.

SMILING CUSTOMERS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery

2. Is delivery address different from item 1?
If YES, enter delivery address below: ☐ Yes
☐ 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



9590 9402 8803 4005 5731 59

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0127 07

Restricted Delivery

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

Domestic Return Receipt

9589 0710 5270 0211 0127 07

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

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

Certified Mail Fee

SILVA V. BK SD

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

Posting

Total P

Sent To

Street

City, St

SMILING CUSTOMERS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

PS Form 3800, January 2002 PSN 7530-02-000-9053 Use meter or for instructions

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



9589 0710 5270 0211 0126 91

SUBWAY DEVELOPMENT
OF SAN DIEGO, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

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

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

Certified Mail Fee

SILVA V. BK SD

SUBWAY DEVELOPMENT
OF SAN DIEGO, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

9589 0710 5270 0211 0126 91

PS Form 3811, January 2024 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

SUBWAY DEVELOPMENT
OF SAN DIEGO, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

9590 9402 8803 4005 5731 66



2. Article Number (Transfer from service label)

9589 0710 5270 0211 0126 91

(over 5500)

Restricted Delivery

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ Adult 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

- 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

Domestic Return Receipt

9589 0710 5270 0211 0126 84

SWEET CRAVINGS, LLC
2551 W WOODLAND DR
ANAHEIM, CA 92801

9589 0710 5270 0211 0126 84

**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 \$

PS Form 3800, January 2002 (PSN 7530-02-000-9000)

1. ☒ Return Receipt (hard copy) and
2. ☐ Return Receipt (electronic) \$
3. ☐ Certified Mail Restricted Delivery \$
4. ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G ☐ H ☐ I ☐ J ☐ K ☐ L ☐ M ☐ N ☐ O ☐ P ☐ Q ☐ R ☐ S ☐ T ☐ U ☐ V ☐ W ☐ X ☐ Y ☐ Z ☐ AA ☐ AB ☐ AC ☐ AD ☐ AE ☐ AF ☐ AG ☐ AH ☐ AI ☐ AJ ☐ AK ☐ AL ☐ AM ☐ AN ☐ AO ☐ AP ☐ AQ ☐ AR ☐ AS ☐ AT ☐ AU ☐ AV ☐ AW ☐ AX ☐ AY ☐ AZ ☐ BA ☐ BB ☐ BC ☐ BD ☐ BE ☐ BF ☐ BG ☐ BH ☐ BI ☐ BJ ☐ BK ☐ BL ☐ BM ☐ BN ☐ BO ☐ BP ☐ BQ ☐ BR ☐ BS ☐ BT ☐ BU ☐ BV ☐ BW ☐ BX ☐ BY ☐ BZ ☐ CA ☐ CB ☐ CC ☐ CD ☐ CE ☐ CF ☐ CG ☐ CH ☐ CI ☐ CJ ☐ CK ☐ CL ☐ CM ☐ CN ☐ CO ☐ CP ☐ CQ ☐ CR ☐ CS ☐ CT ☐ CU ☐ CV ☐ CW ☐ CX ☐ CY ☐ CZ ☐ DA ☐ DB ☐ DC ☐ DD ☐ DE ☐ DF ☐ DG ☐ DH ☐ DI ☐ DJ ☐ DK ☐ DL ☐ DM ☐ DN ☐ DO ☐ DP ☐ DQ ☐ DR ☐ DS ☐ DT ☐ DU ☐ DV ☐ DW ☐ DX ☐ DY ☐ DZ ☐ EA ☐ EB ☐ EC ☐ ED ☐ EE ☐ EF ☐ EG ☐ EH ☐ EI ☐ EJ ☐ EK ☐ EL ☐ EM ☐ EN ☐ EO ☐ EP ☐ EQ ☐ ER ☐ ES ☐ ET ☐ EU ☐ EV ☐ EW ☐ EX ☐ EY ☐ EZ ☐ FA ☐ FB ☐ FC ☐ FD ☐ FE ☐ FF ☐ FG ☐ FH ☐ FI ☐ FJ ☐ FK ☐ FL ☐ FM ☐ FN ☐ FO ☐ FP ☐ FQ ☐ FR ☐ FS ☐ FT ☐ FU ☐ FV ☐ FW ☐ FX ☐ FY ☐ FZ ☐ GA ☐ GB ☐ GC ☐ GD ☐ GE ☐ GF ☐ GG ☐ GH ☐ GI ☐ GJ ☐ GK ☐ GL ☐ GM ☐ GN ☐ GO ☐ GP ☐ GQ ☐ GR ☐ GS ☐ GT ☐ GU ☐ GV ☐ GW ☐ GX ☐ GY ☐ GZ ☐ HA ☐ HB ☐ HC ☐ HD ☐ HE ☐ HF ☐ HG ☐ HH ☐ HI ☐ HJ ☐ HK ☐ HL ☐ HM ☐ HN ☐ HO ☐ HP ☐ HQ ☐ HR ☐ HS ☐ HT ☐ HU ☐ HV ☐ HW ☐ HX ☐ HY ☐ HZ ☐ IA ☐ IB ☐ IC ☐ ID ☐ IE ☐ IF ☐ IG ☐ IH ☐ II ☐ IJ ☐ IK ☐ IL ☐ IM ☐ IN ☐ IO ☐ IP ☐ IQ ☐ IR ☐ IS ☐ IT ☐ IU ☐ IV ☐ IW ☐ IX ☐ IY ☐ IZ ☐ JA ☐ JB ☐ JC ☐ JD ☐ JE ☐ JF ☐ JG ☐ JH ☐ JI ☐ JJ ☐ JK ☐ JL ☐ JM ☐ JN ☐ JO ☐ JP ☐ JQ ☐ JR ☐ JS ☐ JT ☐ JU ☐ JV ☐ JW ☐ JX ☐ JY ☐ JZ ☐ KA ☐ KB ☐ KC ☐ KD ☐ KE ☐ KF ☐ KG ☐ KH ☐ KI ☐ KJ ☐ KK ☐ KL ☐ KM ☐ KN ☐ KO ☐ KP ☐ KQ ☐ KR ☐ KS ☐ KT ☐ KU ☐ KV ☐ KW ☐ KX ☐ KY ☐ KZ ☐ LA ☐ LB ☐ LC ☐ LD ☐ LE ☐ LF ☐ LG ☐ LH ☐ LI ☐ LJ ☐ LK ☐ LL ☐ LM ☐ LN ☐ LO ☐ LP ☐ LQ ☐ LR ☐ LS ☐ LT ☐ LU ☐ LV ☐ LW ☐ LX ☐ LY ☐ LZ ☐ MA ☐ MB ☐ MC ☐ MD ☐ ME ☐ MF ☐ MG ☐ MH ☐ MI ☐ MJ ☐ MK ☐ ML ☐ MN ☐ MO ☐ MP ☐ MQ ☐ MR ☐ MS ☐ MT ☐ MU ☐ MV ☐ MW ☐ MX ☐ MY ☐ MZ ☐ NA ☐ NB ☐ NC ☐ ND ☐ NE ☐ NF ☐ NG ☐ NH ☐ NI ☐ NJ ☐ NK ☐ NL ☐ NM ☐ NO ☐ NP ☐ NQ ☐ NR ☐ NS ☐ NT ☐ NU ☐ NV ☐ NW ☐ NX ☐ NY ☐ NZ ☐ OA ☐ OB ☐ OC ☐ OD ☐ OE ☐ OF ☐ OG ☐ OH ☐ OI ☐ OJ ☐ OK ☐ OL ☐ OM ☐ ON ☐ OO ☐ OP ☐ OQ ☐ OR ☐ OS ☐ OT ☐ OU ☐ OV ☐ OW ☐ OX ☐ OY ☐ OZ ☐ PA ☐ PB ☐ PC ☐ PD ☐ PE ☐ PF ☐ PG ☐ PH ☐ PI ☐ PJ ☐ PK ☐ PL ☐ PM ☐ PN ☐ PO ☐ PP ☐ PQ ☐ PR ☐ PS ☐ PT ☐ PU ☐ PV ☐ PW ☐ PX ☐ PY ☐ PZ ☐ QA ☐ QB ☐ QC ☐ QD ☐ QE ☐ QF ☐ QG ☐ QH ☐ QI ☐ QJ ☐ QK ☐ QL ☐ QM ☐ QN ☐ QO ☐ QP ☐ QQ ☐ QR ☐ QS ☐ QT ☐ QU ☐ QV ☐ QW ☐ QX ☐ QY ☐ QZ ☐ RA ☐ RB ☐ RC ☐ RD ☐ RE ☐ RF ☐ RG ☐ RH ☐ RI ☐ RJ ☐ RK ☐ RL ☐ RM ☐ RN ☐ RO ☐ RP ☐ RQ ☐ RR ☐ RS ☐ RT ☐ RU ☐ RV ☐ RW ☐ RX ☐ RY ☐ RZ ☐ SA ☐ SB ☐ SC ☐ SD ☐ SE ☐ SF ☐ SG ☐ SH ☐ SI ☐ SJ ☐ SK ☐ SL ☐ SM ☐ SN ☐ SO ☐ SP ☐ SQ ☐ SR ☐ SS ☐ ST ☐ SU ☐ SV ☐ SW ☐ SX ☐ SY ☐ SZ ☐ TA ☐ TB ☐ TC ☐ TD ☐ TE ☐ TF ☐ TG ☐ TH ☐ TI ☐ TJ ☐ TK ☐ TL ☐ TM ☐ TN ☐ TO ☐ TP ☐ TQ ☐ TR ☐ TS ☐ TT ☐ TU ☐ TV ☐

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. RW SUBWAY, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801 9590 9402 8803 4005 5738 52 2. Article Number (Transfer from service label) 9589 0710 5270 0211 0126 46 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 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X Irene Han 03/20/25 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
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. SERVE FRESH RSB LLC 2551 W WOODLAND DR ANAHEIM, CA 92801 9590 9402 8803 4005 5731 35 2. Article Number (Transfer from service label) 9589 0710 5270 0211 0127 21 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 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X CINDY PHAN 03/20/25 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
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. RMS ENTERPRISES, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801 9590 9402 8803 4005 5738 21 2. Article Number (Transfer from service label) 9589 0710 5270 0211 0126 77 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 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X CINDY PHAN 03/20/25 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
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. S40249 LLC 2551 W WOODLAND DR ANAHEIM, CA 92801 9590 9402 8803 4005 5738 69 2. Article Number (Transfer from service label) 9589 0710 5270 0211 0126 39 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 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X CINDY PHAN 03/20/25 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
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. BAKERSFIELD SUBS LLC 2551 W WOODLAND DR ANAHEIM, CA 92801 9590 9402 8803 4005 5736 85 2. Article Number (Transfer from service label) 9589 0710 5270 0211 0125 54 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 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X Irene Han 03/20/25 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
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. LACREN, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801 9590 9402 8803 4005 5737 84 2. Article Number (Transfer from service label) 9589 0710 5270 0211 0143 81 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 PS Form 3811, July 2020 PSN 7530-02-000-9053	COMPLETE THIS SECTION ON DELIVERY A. Signature X Irene Han 03/20/25 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

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 X ☐ Agent ☐ Addressee B. Received by (Printed Name) Irene Han C. Date of Delivery 03/20/25 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
RS RESTAURANTS, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801			
9590 9402 8803 4005 5738 45			
2. Article Number (Transfer from service label) 9589 0710 5270 0211 0126 53		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 ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

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 X ☐ Agent ☐ Addressee B. Received by (Printed Name) CINDY PHAN C. Date of Delivery 03/20/25 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
LAOC BURGERS LLC 2551 W WOODLAND DR ANAHEIM, CA 92801			
9590 9402 8803 4005 5737 53			
2. Article Number (Transfer from service label) 9589 0710 5270 0211 0143 74		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	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

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 X ☐ Agent ☐ Addressee B. Received by (Printed Name) CINDY PHAN C. Date of Delivery 03/20/25 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
SLO SUBS LLC 2551 W WOODLAND DR ANAHEIM, CA 92801			
9590 9402 8803 4005 5731 42			
2. Article Number (Transfer from service label) 9589 0710 5270 0211 0127 14		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	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

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 X ☐ Agent ☐ Addressee B. Received by (Printed Name) CINDY PHAN C. Date of Delivery 03/20/25 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
SDSU SUBS LLC 2551 W WOODLAND DR ANAHEIM, CA 92801			
9590 9402 8803 4005 5738 90			
2. Article Number (Transfer from service label) 9589 0710 5270 0211 0125 92		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	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

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 X ☐ Agent ☐ Addressee B. Received by (Printed Name) CINDY PHAN C. Date of Delivery 03/20/25 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
EAT FRESH, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801			
9590 9402 8803 4005 5737 22			
2. Article Number (Transfer from service label) 9589 0710 5270 0211 0126 15		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	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

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 X ☐ Agent ☐ Addressee B. Received by (Printed Name) CINDY PHAN C. Date of Delivery 03/20/25 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
MGISD, LLC 2551 W WOODLAND DR ANAHEIM, CA 92801			
9590 9402 8803 4005 5738 14			
2. Article Number (Transfer from service label) 9589 0710 5270 0211 0143 43		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	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

PROOF OF SERVICE

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

On **May 23, 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:

Marc Collins
mcollins@collinskhan.com
Azim Khanmohamed
akhan@collinskhan.com
COLLINS & KHAN
3435 Wilshire Blvd., Suite 2600
Los Angeles, CA 90010
Phone: 323-549-0700

Attorneys for Defendants:

☐ **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.

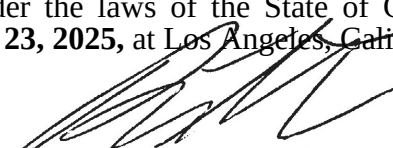
☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **May 23, 2025**, at Los Angeles, California.

Riley McIntire

Type/Print Name



Signature