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Electronically
FILED
by Superior Court of California, County of San Mateo
ON 5/19/2025
By /s/ Kimberly Claussen
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

ALEJANDRO EMANUEL
MARQUEZ MARTINEZ, as an
aggrieved employee pursuant to the
Private Attorneys General Act
("PAGA"), on behalf of the State of
California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

PEAK RESTAURANT PARTNERS
LLC, a limited liability company of
unknown origin; PEAK
CALIFORNIA RESTAURANT
GROUP, LLC, a Georgia limited
liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 25-CIV-03919

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

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

Jury Trial Demanded

1 Plaintiff Alejandro Emanuel Marquez Martinez, as an aggrieved employee and on
2 behalf of the State of California and all other non-party Aggrieved Employees, alleges as
3 follows:

4 JURISDICTION AND VENUE

5 1. This is an enforcement action under the Labor Code Private Attorneys General
6 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
7 and any other available relief on behalf of Plaintiff, the State of California, and other current
8 and former employees who worked for Defendants in California as a non-exempt, hourly paid
9 employee and received at least one wage statement and against whom one or more violations
10 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
11 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
12 Order were committed, as set forth in this complaint, at any time between one year prior to the
13 filing of the pre-filing written notice to the Labor and Workforce Development Agency
14 (“LWDA”) in this case on March 14, 2025, until judgment (“non-party Aggrieved
15 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
16 \$75,000.

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

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

1 in this action, and that diversity jurisdiction cannot be established when Plaintiff's share of the
2 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

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

6 5. California Labor Code sections 2698, *et seq.*, the "Labor Code Private
7 Attorneys General Act of 2004," authorize aggrieved employees to sue as private attorneys
8 general their current or former employers for various civil penalties for violations of various
9 provisions in the California Labor Code.

10 **THE PARTIES**

11 6. Plaintiff Alejandro Emanuel Marquez Martinez is a resident of San Bruno, in
12 San Mateo County, California. Defendants employed Plaintiff as an hourly paid, non-exempt
13 employee from approximately September 2023 to September 2024. Plaintiff worked for
14 Defendants as a Cook at Defendants' restaurant location in South San Francisco, California.
15 During his employment, Plaintiff typically worked eight (8) hours or more per day and five
16 (5) days per week. At the time his employment ended, Plaintiff was compensated
17 approximately \$21.50 per hour. His job duties included, without limitation, preparing food
18 items and maintaining cleanliness of the kitchen area.

19 7. PEAK RESTAURANT PARTNERS LLC was and is, upon information and
20 belief, a limited liability company of unknown origin, and at all times hereinafter mentioned,
21 an employer whose employees are engaged throughout this county and the State of California.

22 8. PEAK CALIFORNIA RESTAURANT GROUP, LLC was and is, upon
23 information and belief, a Georgia limited liability company, and at all times hereinafter
24 mentioned, an employer whose employees are engaged throughout this county and the State of
25 California.

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

capacities become known.

10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of PEAK RESTAURANT PARTNERS LLC and/or PEAK CALIFORNIA RESTAURANT GROUP, LLC at all relevant times.

11. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, PEAK RESTAURANT PARTNERS LLC; PEAK CALIFORNIA RESTAURANT GROUP, LLC; and/or DOES 1 through 10 (collectively, “Defendants” or “PEAK”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

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

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

1 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
2 available to Plaintiff and other non-party Aggrieved Employees under the law.

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

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

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

26 17. PEAK RESTAURANT PARTNERS LLC; PEAK CALIFORNIA
27 RESTAURANT GROUP, LLC; and/or DOES 1 through 10 are therefore alter egos of each
28 other.

1 18. Adherence to the fiction of the separate existence of Defendants would permit
2 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
3 from liability for the wrongful acts committed by them under the name “PEAK
4 RESTAURANT.”

5 19. Plaintiff further alleges, upon information and belief, that the Defendants
6 PEAK RESTAURANT PARTNERS LLC and PEAK CALIFORNIA RESTAURANT
7 GROUP, LLC are alter egos of each other for the following reasons:

8 (a) According to their most recent “Statement of Information” forms filed
9 with the California Secretary of State and Utah Secretary of State, found
10 on the California Secretary of State’s website
11 (<https://bizfileonline.sos.ca.gov/>) and the Utah Secretary of State’s
12 website (<https://businessregistration.utah.gov/>), PEAK RESTAURANT
13 PARTNERS LLC and PEAK CALIFORNIA RESTAURANT GROUP,
14 LLC have the same principal and/or mailing address, “3060
15 PEACHTREE RD NW, [1 BUCKHEAD PLZ] S[UI]TE 400],
16 ATLANTA, GA 30305[-2239]”;

17 (b) According to their “Statement of Information” and “Limited Liability
18 Company Registration Information Change” forms filed with the
19 California Secretary of State and Utah Secretary of State, found on the
20 California Secretary of State’s website and the Utah Secretary of State’s
21 website, PEAK RESTAURANT PARTNERS LLC and PEAK
22 CALIFORNIA RESTAURANT GROUP, LLC share the same officers,
23 registered principals, authorized persons, general partners, directors,
24 and/or managers or members, including, but not limited to, Karl [F.]
25 Jaeger;

26 (c) According to their “Statement of Information” and “Limited Liability
27 Company Registration Information Change” forms filed with the
28 California Secretary of State and Utah Secretary of State, found on the

California Secretary of State's website and the Utah Secretary of State's website, PEAK RESTAURANT PARTNERS LLC and PEAK CALIFORNIA RESTAURANT GROUP, LLC share the same agent for service of process, CORPORATION SERVICE COMPANY [WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE]; and

(d) On information and belief, PEAK RESTAURANT PARTNERS LLC and PEAK CALIFORNIA RESTAURANT GROUP, LLC utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

20. Defendants own and operate a chain of IHOP franchise restaurants, with at least seven (7) restaurants in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in Atlanta, Georgia, or Richardson, Texas, for all non-exempt, hourly paid employees working for Defendants in California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

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

22. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters in Atlanta, Georgia, or Richardson, Texas, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their

1 various locations and jobsites in California, including Plaintiff and other non-party Aggrieved
2 Employees. Based upon information and belief, Defendants issue the same formatted wage
3 statements to all non-exempt, hourly paid employees in California, irrespective of their work
4 locations. Upon information and belief, Defendants process payroll for departing employees
5 in the same manner throughout the State of California, regardless of the manner in which each
6 employee's employment ends.

7 23. Defendants continue to employ non-exempt or hourly paid employees in
8 California.

9 24. Plaintiff is informed and believes, and thereon alleges, that at all times herein
10 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
11 and advisors knowledgeable about California labor and wage law, employment and personnel
12 practices, and about the requirements of California law.

13 25. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
14 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
15 were not recorded.

16 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 receive certain wages for overtime compensation and that they were not receiving certain
19 wages for overtime compensation.

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

26 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 meal periods in accordance with the California Labor Code and applicable IWC Wage Order

1 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
2 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
3 other non-party Aggrieved Employees were not provided with all meal periods or payment of
4 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
5 uninterrupted, thirty (30) minute meal period.

6 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
9 payment of one (1) additional hour of pay at their regular rates of pay when they were not
10 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
11 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
12 provided with payment of one (1) additional hour of pay at their regular rates of pay when
13 they were not authorized and permitted to take a compliant rest period.

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

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

23 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 timely payment of wages during their employment. In violation of the California Labor Code,
26 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
27 including, but not limited to, overtime wages, minimum wages, meal and rest period
28 premiums, and/or reporting time pay, within permissible time periods.

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

7 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 be paid reporting time pay when they reported to work for their usual or scheduled shift but
10 were put to work for less than half of the usual or scheduled shift. In violation of the
11 California Labor Code, Defendants did not pay Plaintiff and other non-party Aggrieved
12 Employees reporting time pay due.

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

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

25 37. 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 38. 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.

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

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

40. Pursuant to California Labor Code section 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 to the LWDA and by certified mail to the employer of the

specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

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

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

41. On March 14, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1086331-25. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

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

43. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,

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

2 44. 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.” Plaintiff, acting in the public interest
11 as a private attorney general, seeks assessment and collection of civil penalties under Labor
12 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
13 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
14 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
15 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
16 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
17 applicable IWC Wage Order.

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

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

25 47. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
26 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
27 interest as a private attorney general, seeks assessment and collection of civil penalties and
28 injunctive relief for himself, all other non-party Aggrieved Employees, and the State of

California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, and 1198.

FIRST CAUSE OF ACTION

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

(Against all Defendants)

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

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

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

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay, as set forth below;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;
- (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with meal periods, as set forth below;
- (d) Violation of Labor Code sections 226.7, 516, and 1198, and the

1 applicable IWC Wage Order for Defendants' failure to authorize and
2 permit Plaintiff and other non-party Aggrieved Employees to take rest
3 periods, as set forth below;

4 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
5 IWC Wage Order for failure to provide accurate and complete wage
6 statements to Plaintiff and other non-party Aggrieved Employees, as set
7 forth below;

8 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
9 IWC Wage Order for failure to maintain payroll records, as set forth
10 below;

11 (g) Violation of Labor Code sections 204 for failure to pay all earned wages
12 during employment, as set forth below;

13 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
14 earned wages upon termination, as set forth below; and

15 (i) Violation of Labor Code section 1198 and the applicable IWC Wage
16 Order for failure to pay reporting time pay when Plaintiff and other non-
17 party Aggrieved Employees were put to work for less than half of their
18 usual or scheduled shifts, as set forth below.

19 **FAILURE TO PAY OVERTIME**

20 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

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

26 52. California Labor Code section 1198 and the applicable IWC Wage Order
27 provide that it is unlawful to employ persons without compensating them at a rate of pay
28 either time-and-one-half or two-times that person's regular rate of pay, depending on the

1 number of hours worked by the person on a daily or weekly basis.

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

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

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

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

24 57. First, during the relevant time period, Defendants had, and continue to have, a
25 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
26 party Aggrieved Employees from recording hours worked that were outside of their scheduled
27 shifts in order to limit the amount of overtime employees could accrue. On information and
28 belief, this policy of limiting overtime, coupled with Defendants' use of labor budgets and

1 resultant understaffing (*see infra*), led Plaintiff and other non-party Aggrieved Employees to
2 work off-the-clock after their scheduled shift times. For example, approximately twice per
3 week, Plaintiff would clock out at the end of his shift, but Defendants' managers would then
4 require that he review the cleanliness of the restaurant's kitchen, and if needed, spend time
5 cleaning his workstation to his managers' liking, before he was allowed to leave for the day.
6 Because Defendants discouraged and limited overtime accrual, Plaintiff and other non-party
7 Aggrieved Employees were required to complete assigned tasks outside of their scheduled
8 shifts without being compensated for the time they worked.

9 58. Second, Defendants had, and continue to have, a company-wide policy and/or
10 practice of requiring Plaintiff and other non-party Aggrieved Employees to obtain certain
11 certifications, such as a California Food Handler's Certificate, and to keep their certificates
12 and/or trainings up-to-date, but Defendants failed to compensate Plaintiff and other non-party
13 Aggrieved Employees for this time spent doing so. For example, Plaintiff was required to
14 take an online training course to obtain his Food Handler's Card while he was at home, which
15 took approximately one (1) hour to complete, but was not compensated for this time worked.
16 Thus, Defendants failed to track the time Plaintiff and other non-party Aggrieved Employees
17 spent completing the mandatory trainings, and Plaintiff and other non-party Aggrieved
18 Employees received no compensation for this time.

19 59. Third, upon information and belief, Defendants had, and continue to have, a
20 company-wide policy and/or practice of strictly staffing their locations based on the labor
21 hours allocated by each location's labor or payroll budget set by the corporate office.
22 Defendants' uniform use of labor budgeting resulted in chronic understaffing, such that there
23 were too few employees on duty to handle the workload and attend to customers. Because
24 Defendants did not employ or staff a sufficient number of employees to meet customer
25 demand, there was no one available to relieve employees needing meal period coverage, and
26 Plaintiff and other non-party Aggrieved Employees were not always afforded uninterrupted
27 30-minute meal periods during shifts when they were entitled to receive a meal period.

28 60. Moreover, Defendants had a practice of failing to schedule meal periods, which

1 further caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their
2 duties for compliant meal periods. For example, Plaintiff's meal periods were sometimes
3 interrupted because his manager required that he return to work to complete food orders when
4 a sudden rush of customers arrived, as there were not enough employees staffed to provide
5 coverage for Plaintiff during his meal periods and also handle the workload.

6 61. Defendants knew or should have known that as a result of these company-wide
7 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
8 their assigned duties off-the-clock outside of their shifts and during meal periods, and were
9 suffered or permitted to perform work for which they were not paid. Because Plaintiff and
10 other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day or forty
11 (40) hours a week or more, some of this off-the-clock work qualified for overtime premium
12 pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime
13 wages for all of the overtime hours they actually worked.

14 62. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
15 the balance of overtime compensation as required by California law, violates the provisions of
16 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
17 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
18 558 and/or 2699(a), (f), and (k).

19 **FAILURE TO PAY MINIMUM WAGES**

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

21 63. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
22 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment
23 of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in
24 IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control
25 of an employer, and includes all the time the employee is suffered or permitted to work,
26 whether or not required to do so." Cal. Code Regs. tit. 8, § 11050(2)(M) (defining "Hours
27 Worked").

28 64. First, as set forth above, as a result of Defendants' policy of limiting the

1 amount of overtime employees could accrue, pursuant to their labor budget practices,
2 Defendants required Plaintiff and other non-party Aggrieved Employees to perform work off-
3 the-clock outside of their scheduled shifts, such as reviewing the cleanliness of the kitchen
4 and cleaning their workstations. Moreover, on days off, Defendants required Plaintiff and
5 other non-party Aggrieved Employees to complete work-related tasks, such as completing
6 training and/or obtaining their food handler's certificates. As a result, Defendants failed to
7 track this time that Plaintiff and other non-party Aggrieved Employees spent working off-the-
8 clock, and thus, Plaintiff and other non-party Aggrieved Employees received no compensation
9 for this time.

10 65. Second, as set forth above, due to Defendants' company-wide policies and/or
11 practices of utilizing labor budgets, understaffing their locations, and failing to schedule meal
12 periods, Plaintiff and other non-party Aggrieved Employees were impeded from taking all
13 uninterrupted meal periods to which they were entitled and were required to work off-the-
14 clock during meal periods, have their meal periods interrupted, and/or were otherwise not
15 relieved of all duties during unpaid meal periods.

16 66. Defendants did not pay minimum wages for all hours worked by Plaintiff and
17 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
18 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
19 those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
20 1194, 1197, and 1198.

21 67. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
22 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
23 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
24 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

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

27 68. At all relevant times herein set forth, the applicable IWC Wage Order and
28 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and

1 non-party Aggrieved Employees' employment by Defendants.

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

9 70. At all relevant times herein set forth, California Labor Code sections 226.7,
10 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
11 meal period mandated by an applicable order of the IWC.

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

19 72. During the relevant time period, as stated, Defendants had, and continue to
20 have, a company-wide policy and/or practice of understaffing due to labor budgeting and/or
21 limited payroll allocation, which, combined with the assignment of heavy workloads, has
22 resulted in a lack of meal period coverage and prevented Plaintiff and other non-party
23 Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were
24 entitled. Moreover, as stated, Defendants failed to schedule meal periods, which further
25 caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties
26 for compliant meal periods. As a result, Plaintiff and other non-party Aggrieved Employees
27 had to work through all or part of their meal periods, had their meal periods interrupted,
28 and/or had to wait extended periods of time before taking meal periods. For example, Plaintiff

1 sometimes missed his meal periods or took his meal periods late, after the fifth hour of work,
2 due to the heavy workload and lack of coverage. Additionally, as stated, Plaintiff's meal
3 periods were sometimes interrupted because his manager required him to return to work to
4 complete food orders. Thus, Defendants failed to provide Plaintiff and other non-party
5 Aggrieved Employees with compliant, 30-minute meal periods.

6 73. Further, Defendants did not provide Plaintiff and other non-party Aggrieved
7 Employees with second 30-minute meal periods on days that they worked in excess of 10
8 hours in one day. For example, when Plaintiff worked in excess of 10 hours in one day, he
9 was not provided with a second meal period. Plaintiff and other non-party Aggrieved
10 Employees did not sign valid meal period waivers on days that they were entitled to meal
11 periods and were not relieved of all duties.

12 74. At all times herein mentioned, Defendants knew or should have known that, as
13 a result of these policies, Plaintiff and other non-party Aggrieved Employees were not actually
14 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or
15 should have known that Defendants did not pay Plaintiff and other non-party Aggrieved
16 Employees meal period premiums when meal periods were late, interrupted, shortened, or
17 missed.

18 75. Moreover, Defendants engaged in a company-wide practice and/or policy of
19 not paying meal period premiums owed when compliant meal periods are not provided.
20 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
21 have not received premium pay for all missed, late, and interrupted meal periods.

22 76. Defendants' conduct violates the applicable IWC Wage Order, and California
23 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
24 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
25 558 and/or 2699(a), (f), and (k).

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

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

28 77. At all relevant times herein set forth, the applicable IWC Wage Order and

California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

78. At all relevant times, 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.

79. At all relevant times, 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. 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 v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

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

81. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and other non-party 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, Defendants' company-wide use of labor budgeting and/or limited payroll allocation, understaffing, and assigning heavy workloads resulted in a lack of rest period coverage and prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duty in order to take compliant rest periods. Defendants also failed to schedule rest periods, which further led to Plaintiff and other non-party Aggrieved Employees not being authorized and

1 permitted to take rest periods.

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

10 83. As a result of Defendants' practices and policies, Plaintiff and other non-party
11 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
12 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
13 were entitled. For example, Plaintiff had to forgo all his rest periods because of the lack of
14 coverage and Defendants' failure to schedule rest periods for employees.

15 84. Defendants have also engaged in a company-wide practice and/or policy of not
16 paying rest period premiums owed when compliant rest periods are not authorized and
17 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
18 Employees have not received premium pay for all missed rest periods.

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

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

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

1 applicable rates of pay.

2 87. During the relevant time period, Defendants have knowingly and intentionally
3 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
4 inaccurate wage statements. For example, Defendants issued uniform wage statements to
5 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
6 earned; total hours worked; net wages earned; the name and address of the legal entity that is
7 the employer; and all applicable hourly rates in effect during the pay period, including rates of
8 pay for overtime wages, and the corresponding number of hours worked at each hourly rate.
9 Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and
10 226(a)(9).

11 88. Because Defendants did not record the time Plaintiff and other non-party
12 Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount
13 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
14 compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason,
15 Defendants failed to accurately list the total number of hours worked by Plaintiff and other
16 non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the
17 applicable hourly rates of pay in effect during the pay period and the corresponding accurate
18 number of hours worked at each hourly rate, in violation of section 226(a)(9).

19 89. Additionally, and separate from these violations, Defendants issued uniform
20 wage statements to Plaintiff and other non-party Aggrieved Employees that failed to correctly
21 list the name and address of the legal entity of the actual employer in violation of 226(a)(8).
22 The purpose of section 226(a)(8) is to provide California employees with transparency as to the
23 true identity of their employer, to allow the employee to contact their employer during
24 employment or in the future for various reasons, including filing an administrative claim,
25 judicial claim, or other action to seek relief against their employer, to obtain unemployment
26 benefits, etc.

27 90. During the relevant time period, Defendants systematically, and on a company-
28 wide basis, issued wage statements to Plaintiff and other non-party Aggrieved Employees that

1 fail to list the employing entity's correct name and/or address. Plaintiff's and other non-party
2 Aggrieved Employees' wage statements incorrectly list the employing entity's name as "PEAK
3 RESTAURANT PARTNERS LLC" and the employer's address as "1751 INTERNATIONAL
4 PARKWAY, SUITE 101 R." However, according to the California Secretary of State's
5 website, there is no such entity by this name located at this address. On information and belief,
6 Plaintiff's and other non-party Aggrieved Employees' actual, correct employing entity's name is
7 "PEAK CALIFORNIA RESTAURANT GROUP, LLC," with the address of "3060
8 PEACHTREE ROAD NW, ONE BUCKHEAD PLAZA, SUITE #400, ATLANTA, GA 30305"
9 or "1778 N. PLANO ROAD, SUITE 100, RICHARDSON, TX 75081."

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

17 92. California Labor Code section 1174(d) provides that "[e]very person employing
18 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
19 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
20 plants or establishments at which employees are employed, payroll records showing the hours
21 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
22 applicable piece rate paid to, employees employed at the respective plants or
23 establishments" Labor Code section 1174.5 provides that employers are subject to a
24 \$500 civil penalty if they fail to maintain accurate and complete records as required by section
25 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), Defendants
26 willfully failed to maintain accurate payroll records for Plaintiff and other non-party
27 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
28 result of failing to record the off-the-clock hours that they worked.

1 93. California Labor Code section 1198 provides that the maximum hours of work
2 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
3 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
4 employment of any employees for longer hours than those fixed by the order or under
5 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
6 Wage Order, employers are required to keep accurate time records showing when the
7 employee begins and ends each work period and meal period. During the relevant time
8 period, Defendants engaged in company-wide practices and/or policies of failing to record
9 actual hours worked, and thereby failed, on a company-wide basis, to keep accurate records of
10 work period and meal period start and end times for Plaintiff and other non-party Aggrieved
11 Employees, in violation of section 1198. Furthermore, in light of Defendants’ failure to
12 provide Plaintiff and other non-party Aggrieved Employees with second 30-minute meal
13 periods to which they were entitled, Defendants kept no records of meal start and end times
14 for second meal periods.

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

18 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

19 **VIOLATION OF LABOR CODE SECTION 204**

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

28 96. At all relevant times herein, California Labor Code section 204 also requires

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

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

10 98. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
11 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

12 **FAILURE TO PAY WAGES UPON TERMINATION**

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

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

21 100. On information and belief, Defendants have a company-wide practice or policy
22 of paying departing employees their final wages on the next regular pay cycle, instead of
23 adhering to the time requirements set forth in Labor Code sections 201 and 202. For example,
24 Plaintiff tendered his resignation, effective immediately, to Defendants on or about September
25 2, 2024; however, Defendants did not provide Plaintiff with his final wages until September
26 12, 2024. Thus, Defendants failed to pay Plaintiff his final wages within seventy-two (72)
27 hours after voluntarily leaving his employment, in violation of California Labor Code section
28 202.

1 101. In addition, Defendants willfully failed to pay Plaintiff and other non-party
2 Aggrieved Employees who are no longer employed by Defendants the earned and unpaid
3 wages set forth above, including but not limited to, overtime wages, minimum wages, meal
4 and rest period premiums, and/or reporting time pay, either at the time of discharge, or within
5 seventy-two (72) hours of their leaving Defendants' employ.

6 102. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
7 who are no longer employed by Defendants their wages earned and unpaid at the time of
8 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
9 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
10 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
11 2699(a), (f), and (k).

12 **FAILURE TO PAY REPORTING TIME PAY**

13 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
14 **REGULATIONS TITLE 8, SECTION 11050 SUBDIVISION 5(A)**

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

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

1 *Cellular*, 209 Cal. App. 4th 556 (2012).

2 105. During the relevant time period, Defendants violated California Labor Code
3 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because
4 Defendants failed to pay Plaintiff and other non-party Aggrieved Employees reporting time
5 pay when they reported to work for their scheduled shift but were put to work for less than
6 half of the usual or scheduled day's work.

7 106. Defendants had a company-wide practice of sending Plaintiff and other non-
8 party Aggrieved Employees home early from their shifts, including before they had worked at
9 least half of their usual or scheduled shift, but would not pay Plaintiff and other non-party
10 Aggrieved Employees for half of their usual or scheduled shift. For example, when scheduled
11 to work a shift of eight (8) hours, Defendants' managers sent Plaintiff home within three (3)
12 hours after the start of his shift, because business was slow. Although Plaintiff and other non-
13 party Aggrieved Employees would report to work based on the schedule that Defendants
14 provided to them, Defendants would send them home before they worked at least half of their
15 usual or scheduled shifts. When this occurred, Defendants did not pay Plaintiff and other non-
16 party Aggrieved Employees for at least half of their scheduled day's work or the minimum
17 reporting time pay.

18 107. Accordingly, Plaintiff and other non-party Aggrieved Employees were not
19 properly compensated with reporting time pay in violation of California Labor Code section
20 1198 and California Code of Regulations, Title 8, section 11080(5)(A). Plaintiff and other
21 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
22 Labor Code sections 2699(a), (f), and (k).

23 **REQUEST FOR JURY TRIAL**

24 Plaintiff requests a trial by jury.

25 **PRAYER FOR RELIEF**

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

- 28 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars

1 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different
2 amount.

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

4 2. That the Court declare, adjudge and decree that Defendants violated the
5 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
6 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
7 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
8 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
9 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
10 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned
11 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon
12 termination); and 1198 and the applicable IWC Wage Order (by failing to provide reporting
13 time pay);

14 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
15 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202,
16 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, and 1198;

17 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
18 2699(k) to bring Defendants into compliance with the requirements of the applicable IWC
19 Wage Order and California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a),
20 516, 1174(d), 1182.12, 1194, 1197, and 1198;

21 5. For attorneys' fees and costs pursuant to California Labor Code section
22 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
23 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
24 1197, and 1198;

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

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

Dated: May 19, 2025

Respectfully submitted,
Capstone Law APC

By: 
Orlando Villalba
Helga Hakimi
Jaime Castaneda

Attorneys for Plaintiff Alejandro Emanuel
Marquez Martinez

EXHIBIT “1”



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ALEXANDER LIMA
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March 14, 2025

VIA ONLINE SUBMISSION

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

Subject: *Alejandro Emanuel Marquez Martinez v. Peak Restaurant Partners LLC, et al.*

Dear PAGA Administrator:

This office represents Alejandro Emanuel Marquez Martinez in connection with his claims under the California Labor Code. Mr. Marquez Martinez was an employee of PEAK RESTAURANT PARTNERS LLC and/or PEAK CALIFORNIA RESTAURANT GROUP, LLC. For the purpose of this letter, Mr. Marquez Martinez collectively refers to these entities as "PEAK."

The employers may be contacted directly at the addresses below:

PEAK RESTAURANT PARTNERS LLC
3060 PEACHTREE ROAD NW
ONE BUCKHEAD PLAZA, SUITE #400
ATLANTA, GA 30305

PEAK RESTAURANT PARTNERS LLC
1778 N. PLANO ROAD, SUITE 100
RICHARDSON, TX 75081

PEAK RESTAURANT PARTNERS LLC
1751 INTERNATIONAL PARKWAY
SUITE 101
RICHARDSON, TX 75081

PEAK CALIFORNIA RESTAURANT
GROUP, LLC
3060 PEACHTREE ROAD NW
ONE BUCKHEAD PLAZA, SUITE #400
ATLANTA, GA 30305

PEAK CALIFORNIA RESTAURANT GROUP,
LLC
1778 N. PLANO ROAD, SUITE 100
RICHARDSON, TX 75081

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

PEAK employed Mr. Marquez Martinez as an hourly paid, non-exempt employee from approximately September 2023 to September 2024. Mr. Marquez Martinez worked for PEAK as a Cook at its restaurant located in South San Francisco, California. During his employment, Mr. Marquez Martinez typically worked eight (8) hours or more per day and five (5) days per week. By the end of his employment, Mr. Marquez Martinez was compensated approximately \$21.50 per hour. His job duties included, without limitation, preparing food items and maintaining cleanliness of the kitchen area.

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

PEAK’s Company-Wide and Uniform Payroll and HR Practices

PEAK RESTAURANT PARTNERS LLC is a limited liability company of unknown origin and PEAK CALIFORNIA RESTAURANT GROUP, LLC is a Georgia limited liability company. Together, they own and operate a chain of IHOP franchise restaurants, with at least seven (7) restaurants in California. Upon information and belief, PEAK maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Atlanta, Georgia, or Richardson, Texas, for all non-exempt, hourly paid employees working for PEAK in California, including Mr. Marquez Martinez and other aggrieved employees. At all relevant times, PEAK issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Marquez Martinez and other aggrieved employees, regardless of their location or position.

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

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

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

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

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

First, during the relevant time period, PEAK had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Marquez Martinez and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with PEAK’s use of labor budgets and resultant understaffing (*see infra*), led Mr. Marquez Martinez and other aggrieved employees to work off-the-clock after their scheduled shift times. For example, approximately twice per week, Mr. Marquez Martinez would clock out at the end of his shift, but PEAK’s managers would then require that he review the cleanliness of the restaurant’s kitchen, and if needed, spend time cleaning his workstation to his managers’ liking, before he was allowed to leave for the day. Because PEAK discouraged and limited overtime accrual, Mr. Marquez Martinez and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked.

Second, PEAK had, and continues to have, a company-wide policy and/or practice of requiring Mr. Marquez Martinez and other aggrieved employees to obtain certain certifications, such as a California Food Handler’s Certificate, and to keep their certificates and/or trainings up-to-date, but PEAK failed to compensate Mr. Marquez Martinez and other aggrieved employees for this time spent doing so. For example, Mr. Marquez Martinez was required to take an online training course to obtain his Food Handler’s Card while he was at home, which took approximately one (1) hour to complete, but was not compensated for this time worked. Thus, PEAK failed to track the time Mr. Marquez Martinez and other aggrieved employees spent completing the mandatory trainings, and Mr. Marquez Martinez and other aggrieved employees received no compensation for this time.

Third, upon information and belief, PEAK had, and continues to have, a company-wide policy and/or practice of strictly staffing its locations based on the labor hours allocated by each location’s labor or payroll budget set by the corporate office. PEAK’s uniform use of labor budgeting resulted in chronic understaffing, such that there were too few employees on duty to handle the workload and attend to customers. Because PEAK did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Mr. Marquez Martinez 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, PEAK had a practice of failing to schedule meal periods, which further caused Mr. Marquez Martinez and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Marquez Martinez's meal periods were sometimes interrupted because his manager required that he return to work to complete food orders when a sudden rush of customers arrived, as there were not enough employees staffed to provide coverage for Mr. Marquez Martinez during his meal periods and also handle the workload.

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

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

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

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

First, as set forth above, as a result of PEAK's policy of limiting the amount of overtime employees could accrue, pursuant to its labor budget practices, PEAK required Mr. Marquez Martinez and other aggrieved employees to perform work off-the-clock outside of their scheduled shifts, such as reviewing the cleanliness of the kitchen and cleaning their workstations. Moreover, on days off, PEAK required Mr. Marquez Martinez and other aggrieved employees to complete work-related tasks, such as completing training and/or obtaining their food handler's certificates. As a result, PEAK failed to track this time that Mr. Marquez Martinez and other aggrieved employees spent working off-the-clock, and thus, Mr. Marquez Martinez and other aggrieved employees received no compensation for this time.

Second, as set forth above, due to PEAK's company-wide policies and/or practices of utilizing labor budgets, understaffing its locations, and failing to schedule meal periods, Mr. Marquez Martinez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

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

Accordingly, PEAK regularly failed to pay at least minimum wages to Mr. Marquez Martinez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Marquez Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PEAK 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.

During the relevant period, as stated, PEAK had, and continues to have, a company-wide policy and/or practice of understaffing due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads, has resulted in a lack of meal period coverage and prevented Mr. Marquez Martinez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, as stated, PEAK failed to schedule meal periods, which further caused Mr. Marquez Martinez and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Mr. Marquez Martinez 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, Mr. Marquez Martinez sometimes missed his meal periods or took his meal periods late, after the fifth hour of work, due to the heavy workload and lack of coverage. Additionally, as stated, Mr. Marquez Martinez's meal periods were sometimes interrupted because his manager required him to return to work to complete food orders. Thus, PEAK failed to provide Mr. Marquez Martinez and other aggrieved employees with compliant, 30-minute meal periods.

Further, PEAK did not provide Mr. Marquez Martinez and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example,

when Mr. Marquez Martinez worked in excess of 10 hours in one day, he was not provided with a second meal period. Mr. Marquez Martinez 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.

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

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

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

rest periods, which further led to Mr. Marquez Martinez and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, PEAK maintained a company-wide on-premises rest period policy, which effectively required that Mr. Marquez Martinez and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Marquez Martinez and other aggrieved employees were restricted from leaving PEAK's 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, PEAK effectively maintained control over Mr. Marquez Martinez and other aggrieved employees during rest periods.

As a result of PEAK's practices and policies, Mr. Marquez Martinez 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 rest periods to which they were entitled. For example, Mr. Marquez Martinez had to forgo all his rest periods because of the lack of coverage and PEAK's failure to schedule rest periods for employees.

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

Accordingly, PEAK failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Marquez Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PEAK 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. PEAK has not provided Mr. Marquez Martinez and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

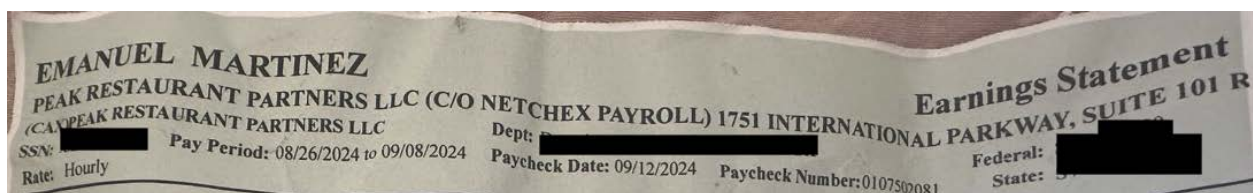
During the relevant time period, PEAK has knowingly and intentionally provided Mr. Marquez Martinez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PEAK issued uniform wage statements to Mr. Marquez Martinez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of

hours worked at each hourly rate. Specifically, PEAK violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because PEAK did not record the time Mr. Marquez Martinez and other aggrieved employees spent working off-the-clock, PEAK did not list the correct amount of gross wages and net wages earned by Mr. Marquez Martinez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, PEAK failed to accurately list the total number of hours worked by Mr. Marquez Martinez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Additionally, and separate from these violations, PEAK issued uniform wage statements to Mr. Marquez Martinez and other aggrieved employees that failed to correctly list the name and address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc.

During the relevant time period, PEAK systematically, and on a company-wide basis, issued wage statements to Mr. Marquez Martinez and other aggrieved employees that fail to list the employing entity's correct name and/or address. Mr. Marquez Martinez's and other aggrieved employees' wage statements incorrectly list the employing entity's name as "PEAK RESTAURANT PARTNERS LLC" and the employer's address as "1751 INTERNATIONAL PARKWAY, SUITE 101 R." However, according to the California Secretary of State's website, there is no such entity by this name located at this address. *See example paystub below.* On information and belief, Mr. Marquez Martinez's and other aggrieved employees' actual, correct employing entity's name is "PEAK CALIFORNIA RESTAURANT GROUP, LLC," with the address of "3060 PEACHTREE ROAD NW, ONE BUCKHEAD PLAZA, SUITE #400, ATLANTA, GA 30305" or "1778 N. PLANO ROAD, SUITE 100, RICHARDSON, TX 75081."



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; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

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

and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), PEAK willfully failed to maintain accurate payroll records for Mr. Marquez Martinez 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, PEAK 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 Mr. Marquez Martinez and other aggrieved employees, in violation of section 1198. Also, in light of PEAK’s failure to provide Mr. Marquez Martinez and other aggrieved employees with second 30-minute meal periods to which they were entitled, PEAK kept no records of meal start and end times for second meal periods.

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

Mr. Marquez Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PEAK 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, PEAK failed to pay Mr. Marquez Martinez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Mr. Marquez Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PEAK 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.

PEAK had a company-wide practice and/or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Marquez Martinez tendered his resignation, effective immediately, to PEAK on or about September 2, 2024; however, PEAK did not provide Mr. Marquez Martinez with his final wages until September 12, 2024. Thus, PEAK failed to pay Mr. Marquez Martinez his final wages within seventy-two (72) hours after voluntarily leaving his employment, in violation of California Labor code section 202.

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

Mr. Marquez Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PEAK 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 5(A) – Failure to Pay Reporting Time Pay

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

California Code of Regulations, Title 8, section 11050(5)(A) provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less

than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." The "primary purpose of the reporting time regulation" is "to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer." *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, PEAK violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because PEAK failed to pay Mr. Marquez Martinez and other aggrieved employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day's work.

PEAK had a company-wide practice of sending Mr. Marquez Martinez and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Mr. Marquez Martinez and other aggrieved employees for half of their scheduled shift. For example, when scheduled to work a shift of eight (8) hours, PEAK's managers sent Mr. Marquez Martinez home within three (3) hours after the start of his shift, because business was slow. Although Mr. Marquez Martinez and other aggrieved employees reported to work based on the schedule that was provided to them, PEAK would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, PEAK did not pay Mr. Marquez Martinez and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

Accordingly, Mr. Marquez Martinez and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A). Mr. Marquez Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PEAK into compliance with the applicable IWC Wage Order and Labor Code section 1198, 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." PEAK, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Marquez Martinez's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Marquez Martinez seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c),

2699.5, and 558, Mr. Marquez Martinez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against PEAK for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

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

Pre-Litigation Demand

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

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

1. PEAK shall pay Mr. Marquez Martinez and all other aggrieved employees employed by PEAK at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. PEAK shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, provided lawful meal and rest periods, and paid reporting time pay.
3. PEAK shall conduct a survey or interview all current and former aggrieved employees in California who worked for PEAK in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided and the number of rest periods which were not authorized and permitted, with the investigation to be completed within 60 days.
4. PEAK shall pay Mr. Marquez Martinez and each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. PEAK also shall pay Mr. Marquez Martinez and each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. PEAK shall pay accrued legal interest to Mr. Marquez Martinez and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
6. PEAK shall provide Mr. Marquez Martinez and all aggrieved employees employed by PEAK at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).

7. PEAK shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
8. PEAK shall provide aggrieved employees who are required to report for work and do report but are not put to work or are furnished less than half their usual or scheduled day's work, with pay for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the aggrieved employee's regular rate of pay.
9. PEAK shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 5-2001, section 20.

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

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

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by a long horizontal flourish.

Alexander Lima

Copy: PEAK RESTAURANT PARTNERS LLC (via U.S. Certified Mail); PEAK CALIFORNIA RESTAURANT GROUP, LLC (via U.S. Certified Mail)

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



7022 2410 0000 2265 1875

PEAK RESTAURANT
PARTNERS LLC
3060 PEACHTREE ROAD NW
ONE BUCKHEAD
PLAZA, SUITE #400
ATLANTA, GA 30305

SENDER: COMPLETE THIS SECTION

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

PEAK RESTAURANT
PARTNERS LLC
3060 PEACHTREE ROAD NW
ONE BUCKHEAD
PLAZA, SUITE #400
ATLANTA, GA 30305



9590 9402 8803 4005 5727 70

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- ☐ Addressee

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☐ Cert \$
☐ Adv \$
☐ Adv \$

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PEAK RESTAURANT
PARTNERS LLC
3060 PEACHTREE ROAD NW
ONE BUCKHEAD
PLAZA, SUITE #400
ATLANTA, GA 30305

PS Form 3800, April 2015 PSN 7530-02-000-9037

See Reverse for Instructions

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



7022 2410 0000 2265 1882

PEAK RESTAURANT
PARTNERS LLC
1778 N. PLANO ROAD, SUITE 100
RICHARDSON, TX 75081

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Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ CI
☐ AI
☐ PO
Postage \$
Total \$
Sent \$
Street
City, State

PEAK RESTAURANT
PARTNERS LLC
1778 N. PLANO ROAD, SUITE 100
RICHARDSON, TX 75081

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

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PEAK RESTAURANT
PARTNERS LLC
1778 N. PLANO ROAD, SUITE 100
RICHARDSON, TX 75081



9590 9402 8803 4005 5732 27

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1882

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

COMPLETE THIS SECTION ON DELIVERY

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

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

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

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

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

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

Maravel

11/14/88

Continued

**PEAK RESTAURANT
PARTNERS LLC
1751 INTERNATIONAL
PARKWAY SUITE 101
RICHARDSON, TX 75081**

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

See Reverse for Instructions

**PEAK RESTAURANT
PARTNERS LLC
1751 INTERNATIONAL
PARKWAY SUITE 101
RICHARDSON, TX 75081**

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.

**PEAK RESTAURANT
PARTNERS LLC
1751 INTERNATIONAL
PARKWAY SUITE 101
RICHARDSON, TX 75081**



9590 9402 8803 4005 5732 10

Transfer from service label

7022 2410 0000 2265 1899

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

COMPL ETE THIS SECTION ON DELIVERY

A. Signature _____

☐ Agent☐ Address00

Received by (Printed Name)

C. Date of Delivery

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

☐ Yes ☐ No

Service Type

Adult Signature _____

☐ Adult Signature Restricted Delivered

Certified Mail®

Certified Mail Restricted Delivery

☐ Collect on Delivery Restricted Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted

Delivery
☐ Signature Confirmation™

☐ Signature Confirmation™☐ Signature Confirmation
Restricted Delivery

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



7022 2410 0000 2265 1905

PEAK CALIFORNIA
RESTAURANT GROUP, LLC
3060 PEACHTREE ROAD NW
ONE BUCKHEAD
PLAZA, SUITE #400
ATLANTA, GA 30305

SENDER: COMPLETE THIS SECTION

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

PEAK CALIFORNIA
RESTAURANT GROUP, LLC
3060 PEACHTREE ROAD NW
ONE BUCKHEAD
PLAZA, SUITE #400
ATLANTA, GA 30305



9590 9402 6803 4005 5733 33

2

7022 2410 0000 2265 1905

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- ☒ Addressee

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

1. Is delivery address different from item 1? ☐ Yes
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- Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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RESTAURANT GROUP, LLC
3060 PEACHTREE ROAD NW
ONE BUCKHEAD
PLAZA, SUITE #400
ATLANTA, GA 30305

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

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



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

Postage

☐ C4

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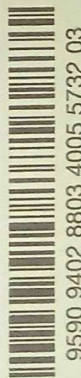
PEAK CALIFORNIA
RESTAURANT GROUP, LLC
1778 N. PLANO ROAD, SUITE 100
RICHARDSON, TX 75081

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RESTAURANT GROUP, LLC
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RESTAURANT GROUP, LLC
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☒ Addressee

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Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
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☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
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3. Restricted Delivery

4. Restricted Delivery

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8. Restricted Delivery

9. Restricted Delivery

10. Restricted Delivery

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**PEAK RESTAURANT
PARTNERS LLC
1751 INTERNATIONAL
PARKWAY SUITE 101
RICHARDSON, TX 75081**



9590 9402 8803 4005 5732 10

2. Article Number (Transfer from service label)

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

Richardson

C. Date of Delivery

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

- | | |
|--|---|
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| ☐ 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 | |
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