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

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

Plaintiff,

vs.

LARSEN'S OXNARD GRILL INC., a
 California corporation; ESG PERSONNEL
 LEASING INC., a Nevada corporation;
 LARSEN'S ENCINO STEAKHOUSE
 LLC, a California limited liability
 company; LARSEN'S LA JOLLA
 STEAKHOUSE INC., a California
 corporation; LARSEN'S PRIME
 STEAKHOUSE, INC., a California
 corporation; LARSEN'S WOODLAND
 HILLS STEAKHOUSE INC., a California
 corporation; and DOES 1 through 10,
 inclusive,

Defendants.

Case No.: **22STCV35654**

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

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

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- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

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

4 JURISDICTION AND VENUE

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

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

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

4 3. Venue is proper in this Court, because Defendants employ persons within the
5 County of Los Angeles, and have violated the requirements of the California Labor Code and
6 applicable Wage Order in this county which give rise to the penalties sought in this action. Cal.
7 Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California
8 Labor Code and applicable Wage Order in at least three restaurant locations within the County
9 of Los Angeles, including Defendants' restaurants located in Encino (16101 Ventura Boulevard,
10 Encino, California 91436-2500), Valencia (24320 Town Center Drive #130, Valencia,
11 California 91355), and Woodland Hills (6256 Topanga Canyon Boulevard #2280, Woodland
12 Hills, California 91367). Pursuant to California Civil Code of Procedure section 393, venue is
13 proper for the recovery of a penalty or forfeiture imposed by statute in the county in which the
14 cause, or some part of the cause, arose. Because Defendants have employees in Los Angeles
15 County and Plaintiff could bring this action to recover penalties in Los Angeles County, venue
16 is proper.

17 **THE PARTIES**

18 4. Plaintiff Luis Gonzalez is a resident of Oxnard, in Ventura County, California.
19 Defendants employed Plaintiff as an hourly paid, non-exempt Line Cook from approximately
20 October 2019 to May 2022. Plaintiff worked for Defendants at their restaurant location in
21 Oxnard, California. During his employment, Plaintiff typically worked seven (7) or more hours
22 per day, and five (5) days per week. Plaintiff's primary job duties included, without limitation,
23 preparing food items, washing dishes, and cleaning and maintaining the kitchen.

24 5. LARSEN'S OXNARD GRILL INC. was and is, upon information and belief, a
25 California corporation, and at all times hereinafter mentioned, an employer whose employees
26 are engaged throughout this county, the State of California, or the various states of the United
27 States of America.

28 6. ESG PERSONNEL LEASING INC. was and is, upon information and belief, a

1 Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are
2 engaged throughout this county, the State of California, or the various states of the United States
3 of America.

4 7. LARSEN'S ENCINO STEAKHOUSE LLC was and is, upon information and
5 belief, a California limited liability company, and at all times hereinafter mentioned, an
6 employer whose employees are engaged throughout this county, the State of California, or the
7 various states of the United States of America.

8 8. LARSEN'S LA JOLLA STEAKHOUSE INC. was and is, upon information and
9 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
10 employees are engaged throughout this county, the State of California, or the various states of
11 the United States of America.

12 9. LARSEN'S PRIME STEAKHOUSE, INC. was and is, upon information and
13 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
14 employees are engaged throughout this county, the State of California, or the various states of
15 the United States of America.

16 10. LARSEN'S WOODLAND HILLS STEAKHOUSE INC. was and is, upon
17 information and belief, a California corporation, and at all times hereinafter mentioned, an
18 employer whose employees are engaged throughout this county, the State of California, or the
19 various states of the United States of America.

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

24 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
25 were the partners, agents, owners, or managers of LARSEN'S OXNARD GRILL INC.; ESG
26 PERSONNEL LEASING INC.; LARSEN'S ENCINO STEAKHOUSE LLC; LARSEN'S LA
27 JOLLA STEAKHOUSE INC.; LARSEN'S LARSSENS PRIME STEAKHOUSE, INC.; and
28 LARSEN'S WOODLAND HILLS STEAKHOUSE INC., at all relevant times.

1 13. Plaintiff is informed and believes, and thereon alleges, that each and all of the
2 acts and omissions alleged herein was performed by, or is attributable to, LARSEN'S OXNARD
3 GRILL INC.; ESG PERSONNEL LEASING INC.; LARSEN'S ENCINO STEAKHOUSE
4 LLC; LARSEN'S LA JOLLA STEAKHOUSE INC.; LARSEN'S LARSENS PRIME
5 STEAKHOUSE, INC.; LARSEN'S WOODLAND HILLS STEAKHOUSE INC.; and/or DOES
6 1 through 10 (collectively, "Defendants" or "LSG"), each acting as the agent, employee, alter
7 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
8 was acting within the course and scope of such agency, employment, joint venture, or concerted
9 activity with legal authority to act on the others' behalf. The acts of any and all Defendants
10 were in accordance with, and represent, the official policy of Defendants.

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

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

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

28 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,

Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members because Defendants have:

- (a) jointly exercised meaningful control over the work performed by Plaintiff and class members;
- (b) jointly exercised meaningful control over Plaintiff's and class members' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and class members;
- (c) jointly required that Plaintiff and class members perform work which is an integral part of Defendants' businesses; and
- (d) jointly exercised control over Plaintiff and class members as a matter of economic reality in that Plaintiff and class members were dependent on Defendants, who shared the power to set the wages of Plaintiff and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

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

19. LARSEN'S OXNARD GRILL INC.; ESG PERSONNEL LEASING INC.; LARSEN'S ENCINO STEAKHOUSE LLC; LARSEN'S LA JOLLA STEAKHOUSE INC.; LARSEN'S LARSENS PRIME STEAKHOUSE, INC.; LARSEN'S WOODLAND HILLS STEAKHOUSE INC.; and/or DOES 1 through 10 are therefore alter egos of each other.

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

21. Plaintiff further alleges, upon information and belief, that Defendants

LARSEN'S OXNARD GRILL INC.; ESG PERSONNEL LEASING INC.; LARSEN'S ENCINO STEAKHOUSE LLC; LARSEN'S LA JOLLA STEAKHOUSE INC.; LARSEN'S LARSENS PRIME STEAKHOUSE, INC.; and LARSEN'S WOODLAND HILLS STEAKHOUSE INC.; are alter egos of each other for the following reasons:

(a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), LARSEN'S OXNARD GRILL INC.; LARSEN'S LA JOLLA STEAKHOUSE INC.; LARSEN'S LARSENS PRIME STEAKHOUSE, INC.; and LARSEN'S WOODLAND HILLS STEAKHOUSE INC. share the same entity and/or mailing address of "6494 BOULDER RANCH AVE., [SUITE 100] HENDERSON, NV 89011";

(b) According to their most recent "Statement of Information" forms filed with the California Secretary of State, LARSEN'S OXNARD GRILL INC.; LARSEN'S ENCINO STEAKHOUSE LLC; LARSEN'S LA JOLLA STEAKHOUSE INC.; LARSEN'S LARSENS PRIME STEAKHOUSE, INC.; and LARSEN'S WOODLAND HILLS STEAKHOUSE INC. share the same Agent for Service of Process, Michael [Warren] Schanafelt;

(c) Based on the Statement of Information forms filed with the California Secretary of State, LARSEN'S OXNARD GRILL INC.; LARSEN'S ENCINO STEAKHOUSE LLC; LARSEN'S LA JOLLA STEAKHOUSE INC.; LARSEN'S LARSENS PRIME STEAKHOUSE, INC.; and/or LARSEN'S WOODLAND HILLS STEAKHOUSE INC., share the same officers, managers, and/or members, including, but not limited to:

i. Flemming Steen Larsen, who serves as CEO for LARSEN'S OXNARD GRILL INC.; LARSEN'S LA JOLLA STEAKHOUSE INC.; LARSEN'S LARSENS PRIME

STEAKHOUSE, INC.; and LARSEN'S WOODLAND HILLS STEAKHOUSE INC., and Manager of LARSEN'S ENCINO STEAKHOUSE LLC; and

ii. April Kathleen [Steen] Larsen, who serves as Secretary and CFO for LARSEN'S OXNARD GRILL INC; LARSEN'S LA JOLLA STEAKHOUSE INC.; LARSEN'S LARSENS PRIME STEAKHOUSE, INC.; and LARSEN'S WOODLAND HILLS STEAKHOUSE INC., and Manager of LARSEN'S ENCINO STEAKHOUSE LLC; and

(d) On information and belief, LARSEN'S OXNARD GRILL INC.; ESG PERSONNEL LEASING INC.; LARSEN'S ENCINO STEAKHOUSE LLC; LARSEN'S LA JOLLA STEAKHOUSE INC.; LARSEN'S LARSENS PRIME STEAKHOUSE, INC.; and LARSEN'S WOODLAND HILLS STEAKHOUSE INC. utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

22. Defendants own and operate approximately five (5) "Larsen's Steakhouses" or "Larsen's Grill" restaurant locations throughout Los Angeles and Ventura counties in California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their corporate headquarters in Henderson, Nevada, 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.

23. In particular, Plaintiff and class members, 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.

1 24. Upon information and belief, Defendants maintain a centralized Payroll
2 department at their corporate headquarters in Henderson, Nevada, which processes payroll for
3 all non-exempt, hourly paid employees working for Defendants at their various locations and
4 jobsites in California, including Plaintiff and class members. Based upon information and
5 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
6 employees in California, irrespective of their work locations. Upon information and belief,
7 Defendants process payroll for departing employees in the same manner throughout the State
8 of California, regardless of the manner in which each employee's employment ends.

9 25. Defendants continue to employ non-exempt or hourly paid employees in
10 California.

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

15 27. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
16 members were not paid for all hours worked because all hours worked were not recorded.

17 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to receive certain wages for
19 overtime compensation and that they were not receiving certain wages for overtime
20 compensation.

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

26 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to meal periods in accordance
28 with the California Labor Code and applicable IWC Wage Order or payment of one (1)

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

5 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to rest periods in accordance
7 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
8 additional hour of pay at their regular rates of pay when they were not authorized and permitted
9 to take a compliant rest period. In violation of the California Labor Code, Plaintiff and class
10 members were not authorized and permitted to take compliant rest periods, nor did Defendants
11 provide Plaintiff and class members with payment of one (1) additional hour of pay at their
12 regular rates of pay when they were not authorized and permitted to take a compliant rest period.

13 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to receive complete and
15 accurate wage statements in accordance with California law. In violation of the California
16 Labor Code, Plaintiff and class members were not provided complete and accurate wage
17 statements.

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

22 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to timely payment of all
24 wages earned upon termination of employment. In violation of the California Labor Code,
25 Plaintiff and class members did not receive payment of all wages due, including, but not limited
26 to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay,
27 within permissible time periods.

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

1 should have known that Plaintiff and class members were entitled to timely payment of wages
2 during their employment. In violation of the California Labor Code, Plaintiff and class members
3 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
4 wages, meal and rest period premiums, and/or reporting time pay, within permissible time
5 periods.

6 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and/or class members were entitled to receive all reporting
8 time pay when Defendants required Plaintiff and/or class members to report to work but put
9 them to work for less than half of their usual or scheduled shift. In violation of the California
10 Labor Code and applicable IWC Wage Order, Plaintiff and/or class members were not paid all
11 reporting time pay.

12 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and class members were entitled to suitable resting facilities
14 to cease work and recover during meal or rest periods. In violation of the California Labor Code
15 applicable IWC Wage Order, Defendants failed to provide Plaintiff and class members with
16 suitable resting facilities.

17 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to receive full reimbursement
19 for all business-related expenses and costs they incurred during the course and scope of their
20 employment and that they did not receive full reimbursement of applicable business-related
21 expenses and costs incurred.

22 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
23 mentioned, Defendants knew or should have known that Defendants had a duty to provide
24 Plaintiff and class members with written notice of the material terms of their employment with
25 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

26 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
28 and class members for all hours worked, and that Defendants had the financial ability to pay

1 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
2 represented to Plaintiff and class members that they were properly denied wages, all in order to
3 increase Defendants' profits.

4 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

14 43. Plaintiff and other current and former employees of Defendants are "aggrieved
15 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
16 or former employees and one or more of the alleged violations were committed against them.

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

- 20 (a) The aggrieved employee or representative shall give written notice by
21 online filing with the LWDA and by certified mail to the employer of the
22 specific provisions of the California Labor Code alleged to have been
23 violated, including the facts and theories to support the alleged violation.
- 24 (b) An aggrieved employee's notice filed with the LWDA pursuant to
25 2699.3(a) and any employer response to that notice shall be accompanied
26 by a filing fee of seventy-five dollars (\$75).
- 27 (c) The LWDA shall notify the employer and the aggrieved employee or
28 representative by certified mail that it does not intend to investigate the

1 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
2 postmark date of the aggrieved employee’s notice. Upon receipt of the
3 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
4 calendar days of the postmark date of the aggrieved employee’s notice,
5 the aggrieved employee may commence a civil action pursuant to
6 California Labor Code section 2699 to recover civil penalties.

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

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

27 46. On August 31, 2022, Plaintiff provided written notice by online filing to the
28 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 confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-905411-22. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

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

48. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 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, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

49. 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 "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

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

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

52. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

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

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

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

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

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

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

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

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

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

(a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime

- 1 compensation to Plaintiff and class members;
- 2 (b) Whether Defendants failed to pay Plaintiff and class members at least
- 3 minimum wages for all hours worked;
- 4 (c) Whether Defendants failed to provide Plaintiff and class members meal
- 5 periods;
- 6 (d) Whether Defendants failed to authorize and permit Plaintiff and class
- 7 members to take rest periods;
- 8 (e) Whether Defendants provided Plaintiff and class members with complete
- 9 and accurate wage statements as required by California Labor Code
- 10 section 226(a);
- 11 (f) Whether Defendants maintained accurate payroll records as required by
- 12 California Labor Code section 1174(d);
- 13 (g) Whether Defendants failed to pay earned overtime wages, minimum
- 14 wages, meal and rest period premiums, and/or reporting time pay due to
- 15 Plaintiff and class members upon their discharge;
- 16 (h) Whether Defendants failed to timely pay overtime wages, minimum
- 17 wages, meal and rest period premiums, and/or reporting time pay due to
- 18 Plaintiff and class members during their employment;
- 19 (i) Whether Defendants required Plaintiff and/or class members to report to
- 20 work, but failed to provide them with work or provided them with less
- 21 than half their scheduled day's work, without properly compensating
- 22 them as required by California Code of Regulations, Title 8, section
- 23 11050, subsection 5;
- 24 (j) Whether Defendants failed to provide Plaintiff and class members
- 25 suitable resting facilities;
- 26 (k) Whether Defendants failed to reimburse Plaintiff and class members for
- 27 necessary and required business-related expenditures and/or losses
- 28 incurred by them in the scope of their employment;

- 1 (l) Whether Defendants failed to provide written notice of information
2 material to Plaintiff's and class members' employment with Defendants;
3 (m) Whether Defendants engaged in unlawful and unfair business practices in
4 violation of California Business & Professions Code sections 17200, *et*
5 *seq.*; and
6 (n) The appropriate amount of damages, restitution, or monetary penalties
7 resulting from Defendants' violations of California law.

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

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

1 expended for the prosecution of this action for the substantial benefit of
2 each class member.

3 (d) Superiority: The nature of this action makes the use of class action
4 adjudication superior to other methods. A class action will achieve
5 economies of time, effort, and expense as compared with separate
6 lawsuits, and will avoid inconsistent outcomes because the same issues
7 can be adjudicated in the same manner and at the same time for the entire
8 class.

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

18 **FIRST CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

20 **(Against all Defendants)**

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

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

28 63. California Labor Code section 1198 and the applicable IWC Wage Order provide

1 that it is unlawful to employ persons without compensating them at a rate of pay either time-
2 and-one-half or two-times that person's regular rate of pay, depending on the number of hours
3 worked by the person on a daily or weekly basis.

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

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

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

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

24 68. First, during the relevant period, Defendants discouraged and impeded Plaintiff
25 and class members from recording hours worked that were outside of their scheduled shifts
26 pursuant to Defendants' written timekeeping policy which states, in pertinent part, that: "it is
27 [the employee's] responsibility to clock in and out according to [their] schedule. [Employees]
28 must get approval for early and late clock-ins and clock-outs. . . . If [employees] don't clock in

1 or out properly . . . this will result in a warning.” Defendants’ policy of requiring employees to
2 only clock in and out according to their scheduled shift start and end-times, on threat of
3 discipline, coupled with Defendants’ use of labor budgets and assignment of heavy workloads
4 (*see infra*), led Plaintiff and class members to work off-the-clock after their scheduled shift
5 times.

6 69. Additionally, pursuant to this timekeeping policy, Defendants had, and continue
7 to have, a company-wide policy and/or practice of requiring Plaintiff and class members to
8 perform tasks off-the-clock after their shifts. For example, at times, Plaintiff would clock out
9 at the end of his shift, but Defendants’ managers required him to continue working before he
10 could leave for the day, completing tasks such as cleaning his workstation and putting kitchen
11 equipment away. Thus, Defendants failed to track all of the time that employees spent
12 performing work-related tasks outside of their shifts, and Plaintiff and class members received
13 no compensation for this time.

14 70. Second, Defendants had, and continue to have, a company-wide policy and/or
15 practice of strictly staffing their restaurant locations based on the labor hours allocated by each
16 location’s labor or payroll budget set by corporate. Defendants’ uniform use of labor budgets,
17 combined with the assignment of heavy workloads, has resulted in chronic understaffing and a
18 lack of adequate meal period coverage, because there were too few employees on duty to handle
19 the workload and customer demand. Defendants also had a practice of failing to schedule meal
20 periods, which further caused Plaintiff and class members to not be relieved of their duties for
21 compliant meal periods. For example, Plaintiff worked through his meal periods approximately
22 three (3) times per week in order to keep up with customer demand and complete his duties.
23 Because Defendants did not employ or staff a sufficient number of employees to meet customer
24 demand, there was no one available to relieve employees needing meal period coverage, and
25 Plaintiff and class members were not always afforded uninterrupted 30-minute meal periods
26 during shifts when they were entitled to receive a meal period. Consequently, Plaintiff and class
27 members were required to work through and had their unpaid meal periods interrupted in order
28 to complete their assigned duties and handle customer demand, time for which they were not

1 paid.

2 71. Further, Defendants discouraged and impeded Plaintiff and class members from
3 recording hours worked during unpaid meal periods pursuant to Defendants' written
4 timekeeping policy for meal periods, which states, in pertinent part, that: "[u]npaid [meal]
5 breaks must be for a minimum of 30 minutes. . . . [I]f [employees] clock in prior to 30 minutes,
6 this too will result in a write-up." Moreover, because Defendants frowned upon employees
7 accruing meal period penalties, Defendants pressured employees to clock out for meal periods,
8 on threat of discipline, and/or adjusted employee time records to reflect compliant meal periods,
9 even when they did not receive a compliant meal period. Consequently, Plaintiff and class
10 members performed work during meal periods for which they were not paid. Alternatively, on
11 information and belief, Defendants' timekeeping system prevented Plaintiff and class members
12 from recording all hours worked when their meal periods were shortened or interrupted, because
13 the system locked out Plaintiff and class members once they clocked out for a meal period, and
14 would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus,
15 Defendants' timekeeping policies and system further prevented Plaintiff and class members
16 from recording all hours worked when their meal periods were missed, shortened, and/or
17 interrupted.

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

25 73. Defendants' failure to pay Plaintiff and class members the balance of overtime
26 compensation as required by California law, violates the provisions of California Labor Code
27 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
28 members are entitled to recover their unpaid overtime compensation, as well as interest, costs,

1 and attorneys' fees.

2 **SECOND CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid**
4 **Minimum Wages**
5 **(Against all Defendants)**

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

8 75. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
9 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
10 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
11 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the
12 time during which an employee is subject to the control of an employer, and includes all the
13 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
14 Code. Regs. Tit. 8, § 11050(2)(K) (defining “Hours Worked”).

15 76. As stated above, Defendants' written timekeeping policy of requiring employees
16 to only clock-in and clock-out at their scheduled shift start and end-times, on threat of discipline,
17 led Plaintiff and class members to work off-the-clock after their scheduled shift times. Pursuant
18 to this timekeeping policy, Defendants had a company-wide policy and/or practice requiring
19 Plaintiff and class members to perform various work-related tasks while off-the-clock, including
20 after clocking out. Thus, Defendants failed to track this time Plaintiff and class members spent
21 working off-the-clock, and Plaintiff and class members received no compensation for this time.

22 77. Additionally, as set forth above, due to Defendants' uniform use of labor budgets,
23 understaffing, assignment of heavy workloads, failure to schedule meal periods, and subsequent
24 lack of meal period coverage, Plaintiff and class members were impeded from taking all
25 uninterrupted meal periods to which they were entitled and were required to work during their
26 meal periods, time for which they were not paid. Moreover, as stated, Defendants' written
27 timekeeping policy for meal periods required employees to record 30-minute meal periods, on
28 threat of discipline, even when they did not receive a compliant, 30-minute meal period.

Furthermore, as stated above, in order to limit meal penalties that Defendants would otherwise owe, Defendants pressured Plaintiff and class members to clock out for meal periods, under threat of discipline, and/or adjusted employee time records to reflect compliant meal periods, even when they did not receive a compliant meal period. Alternatively, as set forth above, on information and belief, Defendants systematically failed to pay Plaintiff and class members for actual hours worked during unpaid meal periods, because Defendants' timekeeping system locked out Plaintiff and class members for 30 minutes when they clocked out for a meal period. When combined, these practices prevented Plaintiff and class members from recording all hours worked when their meal periods were missed, shortened, and/or interrupted, time for which they were not paid.

78. Defendants did not pay minimum wages for all hours worked by Plaintiff and class members. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants 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.

79. Defendants' failure to pay Plaintiff and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

THIRD CAUSE OF ACTION

Violations of California Labor Code, §§ 226.7, 512(a), 516, and 1198—Meal Period

Violations

(Against all Defendants)

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

81. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not

1 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
2 and the employee. Under California law, first meal periods must start after no more than five
3 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

4 82. At all relevant times herein set forth, California Labor Code sections 226.7,
5 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
6 meal period mandated by an applicable order of the IWC.

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

13 84. Under California law, an employer cannot evade meal period requirements via
14 the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec.*
15 *Assocs.*, 731 F3d 952, 963 (9th Cir. Cal. 2013).

16 85. First, during the relevant time period, Defendants maintained a company-wide,
17 unlawful written meal period policy insofar as it fails to correctly state the timing of when meal
18 periods must occur. Under California law, first meal periods must start after no more than five
19 hours of work. *Brinker*, 53 Cal. 4th at 1041-1042. However, Defendants' written meal period
20 policy states in part: "I understand that my [meal] breaks must be taken prior to my 6th hour of
21 work, i.e. I understand that I must take my unpaid 30 minute [meal] break no later than 5.99
22 hours." Defendants' written policy fails to state the correct timing of when the first meal period
23 must take place (i.e. within the first five (5) hours of work) under California law and is therefore
24 facially invalid. Furthermore, Defendants' non-compliant written meal period policy also fails
25 to mention that employees are entitled to a second 30-minute meal period when working shifts
26 in excess of ten (10) hours.

27 86. Second, as stated, Defendants had, and continue to have, company-wide policies
28 and/or practices of understaffing their locations, which, combined with heavy workloads and a

1 failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented
2 Plaintiff and class members from taking all timely, uninterrupted meal periods to which they
3 were entitled. As a result, Plaintiff and class members had to work through all or part of their
4 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
5 before taking meal periods. For example, Plaintiff was often required to take his meal period
6 late, after having worked in excess of five (5) hours into his shift, due to the lack of coverage
7 and in order to meet Defendants' expectations.

8 87. Third, as stated, Defendants' written timekeeping policy for meal periods
9 required employees to record 30-minute meal periods, even when their meal periods were
10 shortened or interrupted. For example, Plaintiff was often required to shorten his meal periods
11 by 10 minutes to assist his coworkers with preparing food items when a surge of orders came
12 in. As also stated, because Defendants frowned upon employees accruing meal period penalties,
13 Defendants' management pressured Plaintiff and class members to clock out for meal periods,
14 on threat of discipline, and/or adjusted Plaintiff's and class members' time records to reflect
15 compliant meal periods, regardless of whether they had received a compliant meal period.
16 Alternatively, as stated, Defendants' company-wide timekeeping system prevented Plaintiff and
17 class members from recording when their meal periods were shortened or interrupted, because
18 the system locked out Plaintiff and class members once they clocked out for a meal period, and
19 would not permit them to clock back in from a meal period before 30 minutes had elapsed. For
20 example, Plaintiff worked through his meal periods approximately three (3) times per week in
21 order to keep up with customer demand and complete his duties, but his time records were
22 adjusted by Defendants' management to eliminate any violations in order to avoid payment of
23 meal penalties.

24 88. Fourth, Defendants did not provide Plaintiff and class members with second 30-
25 minute meal periods on days that they worked in excess of ten (10) hours in one day. Plaintiff
26 did not receive second 30-minute meal periods on days he worked in excess of ten (10) hours
27 in one day. Plaintiff and class members did not sign valid meal period waivers on days that
28 they were entitled to meal periods and were not relieved of all duties.

1 89. Furthermore, Defendants had a company-wide policy of requiring all newly
2 hired employees to sign blanket meal period waivers at or near their time of hire. Defendants
3 took the position that non-exempt, hourly paid employees had waived their rights to first and/or
4 second meal periods for the entirety of their employment and, on that basis, did not provide
5 them with all meal periods to which they were entitled. Defendants’ presumption that meal
6 periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours,
7 and for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal
8 period waivers signed at or near the time of hire, discouraged and impeded Plaintiff and class
9 members from taking all meal periods to which they were entitled.

10 90. Moreover, an employer’s obligation to provide a meal period is only “triggered”
11 when the employer “employs an employee for a work period of more than five hours per day.”
12 *Brinker*, 53 Cal. 4th at 1039 (“If an employer engages, suffers, or permits anyone to work for a full
13 five hours, its meal break obligation is triggered.”).

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

18 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
19 required Plaintiff and class members to sign meal period waivers simultaneously at or near their
20 time of hire (as opposed to on a specific work day) renders them invalid and unenforceable,
21 because Defendants’ obligation to provide Plaintiff and class members with meal periods did
22 not arise until they had employed them for a full five (5) hours.

23 91. Finally, Defendants took the position that the nature of work performed by
24 Plaintiff and class members called for “on-duty” meal periods and, on that basis, did not provide
25 off-duty meal periods and did not pay Plaintiff and class members meal period premiums for
26 non-compliant meal periods. Specifically, Defendants implemented a company-wide “Paid,
27 Working Meal Period Agreement” and required Plaintiff and class members to execute the
28 agreement at their time of hire. Defendants’ “Paid, Working Meal Period Agreement” provides,

1 in relevant part:

2 Depending upon available staffing, the nature of your position may require
3 you to be responsible for services during a time when the meal break should
4 be taken. When this occurs, you may be unable to be relieved of all
 responsibility during your meal. In that event, your meal periods will be
 “on-duty” and will be paid at your regular rate. . .

5 92. However, Defendants’ use of an “on-duty” meal period policy is and was
6 unlawful. Under California law, “on-duty” meal periods are a limited alternative to the
7 requirement to provide off-duty meal periods and can only be utilized under certain
8 circumstances.

9 93. Defendants’ business did not require a single-employee staffing model given
10 multiple employees worked at their worksites. There were usually five (5) other line cook
11 employees employed by Defendants at Plaintiff’s restaurant location and the restaurant location
12 was not in an isolated area. Further, the work of Defendants’ restaurant employees is not the
13 kind that could be said to meet the “nature of the work” exception. Plaintiff and class members
14 were responsible for cooking, preparing food items, and dishwashing. None of these tasks is
15 akin to the kind that the DLSE has found warrant an “on-duty” meal period, such as transporting
16 hazardous materials via vehicles that must be monitored at all times pursuant to federal
17 regulation. Therefore, Defendants’ use of an “on duty” meal period policy is improper and
18 unlawful.

19 94. At all times herein mentioned, Defendants knew or should have known that, as a
20 result of these policies, Plaintiff and class members were prevented from being relieved of all
21 duties and required to perform some of their assigned duties during meal periods. Defendants
22 further knew or should have known that Defendants did not pay Plaintiff and class members all
23 meal period premiums when meal periods were late, missed, shortened, and/or interrupted.

24 95. Furthermore, Defendants engaged in a company-wide practice and/or policy of
25 not paying all meal period premiums owed when compliant meal periods were not provided.
26 Because of this practice and/or policy, Plaintiff and class members have not received all
27 premium pay for missed, late, and interrupted meal periods. As a result, Defendants failed to
28 provide Plaintiff and class members compliant meal periods in violation of California Labor

Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

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

FOURTH CAUSE OF ACTION

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

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

98. 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 class members' employment by Defendants.

99. 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.

100. 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, 269-270 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1)

1 additional hour of pay at their regular rates of pay for each work day that a required rest period
2 was not authorized and permitted.

3 101. During the relevant time period, Defendants regularly failed to authorize and
4 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
5 period worked or major fraction thereof. Defendants maintained and implemented, on a
6 company-wide basis, a non-compliant written rest period policy that prevented Plaintiff and
7 class members from taking compliant rest periods. Specifically, Defendants' non-compliant
8 written rest period policy fails to correctly state the timing of when rest periods must occur.
9 The policy states in relevant part: "[Employees] . . . are allowed a 10 minute rest break for every
10 four (4) hours worked." However, under California law, an employee is entitled to rest periods
11 for every four (4) hours worked or major fraction thereof. Thus, Defendants' written rest period
12 policy is non-compliant on its face, as it fails to authorize and permit employees to take a first
13 rest period for shifts between 3.5 and 6 hours, and a second rest period for shifts between 6 and
14 10 hours.

15 102. Additionally, as with meal periods, Defendants' company-wide use of labor
16 budgeting and/or limited payroll allocation, understaffing, and assignment of heavy workloads,
17 resulted in a lack of rest period coverage and prevented Plaintiff and class members from being
18 relieved of all duty in order to take compliant rest periods. Additionally, Defendants also failed
19 to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period
20 coverage, further led to Plaintiff and class members not being authorized and permitted to take
21 rest periods.

22 103. Furthermore, upon information and belief, Defendants maintained a company-
23 wide on-premises rest period policy, which mandated that Plaintiff and class members remain
24 on Defendants' premises during their rest periods. Because Plaintiff and class members were
25 restricted from leaving the premises during rest periods, they were denied the ability to use their
26 rest periods freely for their own purposes, such as running personal errands. Thus, Defendants
27 effectively maintained control over Plaintiff and class members during rest periods.

28 104. As a result, Plaintiff and class members would work shifts in excess of 3.5 hours,

1 in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to
2 take all ten (10) minute rest periods to which they were entitled. For example, approximately
3 three (3) times per week, Plaintiff had to forego his rest periods because the restaurant was busy,
4 did not have coverage, and there was an expectation for all employees to work through their
5 rest periods. When Plaintiff was finally able to take his rest periods, they were often interrupted
6 by his supervisors requiring he return to work and assist with a surge in food orders.

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

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

17 **FIFTH CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 19 **Statements and Failure to Maintain Accurate Payroll Records** 20 **(Against all Defendants)**

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

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

28 109. At all relevant times, Defendants have knowingly and intentionally provided

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

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

17 111. Additionally, and separate from these violations, Defendants issued uniform
18 wage statements to Plaintiff and Subclass members that failed to correctly list the address of the
19 legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8)
20 is to provide California employees with transparency as to the true identity of their employer,
21 to allow the employee to contact their employer during employment and in the future for various
22 reasons, including filing an administrative claim, judicial claim, or other action to seek relief
23 against their employer, to obtain unemployment benefits, etc. During the relevant time period,
24 Defendants systematically, and on a company-wide basis, issued wage statements to Plaintiff
25 and class members that fail to list the employing entity's address. For example, on information
26 and belief, Defendants uniformly failed to list the employing entity's address on Plaintiff's and
27 class members' wage statements, including Plaintiff's wage statement dated May 13, 2022.

28 112. The wage statement deficiencies also include, without limitation, failing to list

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

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

17 114. California Labor Code section 1198 provides that the maximum hours of work
18 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
19 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
20 of any employees for longer hours than those fixed by the order or under conditions of labor
21 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
22 are required to keep accurate time records showing when the employee begins and ends each
23 work period. During the relevant time period, Defendants engaged in company-wide practices
24 and/or policies of failing to record actual hours worked (including falsifying time records by
25 recording that compliant meal periods were taken regardless of if or when meal periods were
26 actually taken), and thereby failed to keep accurate records of work period and meal start and
27 end times for Plaintiff and Subclass members. Furthermore, in light of Defendants’ failure to
28 provide Plaintiff and Subclass members with second 30-minute meal periods to which they were

entitled, Defendants kept no records of meal start and end times for second meal periods.

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

SIXTH CAUSE OF ACTION

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

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

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

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

119. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, 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 Defendants' employ.

120. Defendants' failure to pay Plaintiff and class members who are no longer

1 employed by Defendants their wages earned and unpaid at the time of discharge, or within
2 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
3 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
4 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
5 thirty (30) day maximum pursuant to California Labor Code section 203.

6 **SEVENTH CAUSE OF ACTION**

7 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 8 **Employment** 9 **(Against all Defendants)**

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

12 122. This cause of action is dependent upon, and wholly derivative of, the overtime
13 wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were
14 not timely paid to Plaintiff and those class members by Defendants during their employment.

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

24 124. At all times relevant herein, Labor Code section 204 provides that all wages
25 earned for labor in excess of the normal work period shall be paid no later than the payday for
26 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
27 204 provides that the requirements of this section are deemed satisfied by the payment of wages
28 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)

1 calendar days following the close of the payroll period.

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

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

9 **EIGHTH CAUSE OF ACTION**

10 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses**

11 **(Against all Defendants)**

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

14 128. At all times herein set forth, California Labor Code section 2802 provides that
15 an employer must reimburse employees for all necessary expenditures and losses incurred by
16 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
17 to prevent employers from passing off their cost of doing business and operating expenses on
18 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
19 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen
20 uniforms are required by the employer to be worn by the employee as a condition of
21 employment, such uniforms shall be provided and maintained by the employer."

22 129. During the relevant time period, Defendants required Plaintiff and class members
23 to wear uniforms bearing Defendants' company logo, including uniform t-shirts and hats.
24 However, Defendants did not provide their employees with sufficient uniforms to wear for their
25 shifts throughout the week. For example, Defendants only provided Plaintiff and with three (3)
26 t-shirts and two (2) hats at the time of hire. Because Defendants failed to provide Plaintiff and
27 class members with an adequate number of uniform items in relation to their scheduled shifts
28 and for the tasks they were required to perform, Plaintiff and class members had to wash their

1 uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. For
2 example, due to the nature of restaurant work, Plaintiff's uniform t-shirts would become stained
3 with grease, sweaty, soiled, and/or acquire an unpleasant odor such that he was unable to mix
4 these clothes in with other laundry. As a result, he had to wash his uniform t-shirts separately
5 from his regular clothing, and would spend about \$5 per week at the laundromat for the upkeep
6 of his uniform. Thus, Defendants failed to maintain uniforms they required Plaintiff and class
7 members to wear during their shifts and forced them to incur the cost of maintaining employee
8 uniforms.

9 130. Defendants could have provided Plaintiff and class members with an adequate
10 number of uniforms or access to laundering services. Or, Defendants could have reimbursed
11 employees for their laundering expenses or provided a uniform maintenance allowance.
12 Instead, Defendants passed these operating costs off onto Plaintiff and class members.

13 131. Defendants' company-wide policy and/or practice of passing on their operating
14 costs to Plaintiff and class members violates California Labor Code section 2802. Defendants
15 have intentionally and willfully failed to reimburse Plaintiff and other class members for
16 necessary business-related expenses and costs.

17 132. Plaintiff and class members are entitled to recover from Defendants their
18 business-related expenses incurred during the course and scope of their employment, plus
19 interest.

20 **NINTH CAUSE OF ACTION**

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

22 **(Against all Defendants)**

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

25 134. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
26 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
27 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 510, 512(a),
28 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved

employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and 2810.5.

135. 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 aggrieved employees with all required overtime pay, as alleged herein;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;
- (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 aggrieved employees with meal periods, as alleged herein;
- (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;
- (e) Violation of Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;
- (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;
- (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;
- (h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;

- 1 (i) Violation of Labor Code section 1198 and the applicable IWC Wage
2 Order for failing to pay reporting time pay to other aggrieved employees,
3 as set forth below;
- 4 (j) Violation of Labor Code section 1198 and the applicable IWC Wage
5 Order for failure to provide suitable resting facilities, as set forth below;
- 6 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
7 and other aggrieved employees for all business expenses necessarily
8 incurred, as alleged herein.; and
- 9 (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
10 provide written notice of information material to Plaintiff's and other
11 aggrieved employees' employment with Defendants, as set forth below.

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

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

27 138. During the relevant time period, Defendants violated California Labor Code
28 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because

1 Defendants failed to pay other aggrieved employees reporting time pay when they reported to
2 work for their usual or scheduled shift but were put to work for less than half of their usual or
3 scheduled day's work.

4 139. Defendants had a company-wide practice of sending other aggrieved employees
5 home early from their shifts, including before they had worked at least half of their usual or
6 scheduled shift, but would not pay other aggrieved employees for half their scheduled shift. For
7 example, on occasions when employees reported to work for their scheduled shifts, Defendants'
8 management sent employees home before they had worked at least half of their scheduled shift
9 because business was slow, but other aggrieved employees were only paid for the time they had
10 worked. Although other aggrieved employees reported to work based on the schedule that was
11 provided to them, Defendants would send them home before they had worked at least half of
12 their scheduled shifts. When this occurred, Defendants did not pay other aggrieved employees
13 for at least half of their scheduled day's work or the minimum reporting time pay.

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

22 141. Defendants' California restaurants are generally similar in their layout and
23 design and there was, and continues to be, space that allows for a resting facility that employees
24 may use to cease work and recover during meal or rest periods. Defendants could have provided
25 Plaintiff and other aggrieved employees with a suitable resting facility within their restaurants,
26 with reasonable or no modification, but instead denied, and continue to deny, employees
27 suitable areas to rest (e.g., a breakroom with seats). As a result, Plaintiff and other aggrieved
28 employees were forced to adjust to areas not conducive to resting, such as sitting on buckets in

1 the corner of the kitchen, or to search for areas outside of the restaurant which are not designed
2 for their rest.

3 142. Defendants did not provide Plaintiff and other aggrieved employees with suitable
4 resting facilities during their work hours, particularly during rest or meal periods. In other
5 words, during the times when Plaintiff and other aggrieved employees were legally allowed to
6 forgo assigned tasks, as in during a rest or meal period, Defendant denied them any area within
7 their stores to cease work and recover. Moreover, Defendants did not inform Plaintiff and other
8 aggrieved employees of their rights to suitable resting facilities under California law.

9 143. As a result of Defendants' company-wide failure to provide suitable resting
10 facilities in their restaurants, Plaintiff and other aggrieved employees were forced to adjust to
11 areas not conducive to resting or search for facilities outside their restaurants to cease work and
12 recover. Defendants' failure to provide suitable resting facilities to Plaintiff and other aggrieved
13 employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001,
14 subdivision 13(B). Plaintiff and other aggrieved employees are therefore entitled to recover
15 civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

16 144. At all relevant times herein, California's Wage Theft Prevention Act was enacted
17 to ensure that employers provide employees with basic information material to their
18 employment relationship at the time of hiring, and to ensure that employees are given written
19 and timely notice of any changes to basic information material to their employment. Codified
20 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
21 time of hiring, an employer must provide written notice to employees containing basic and
22 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
23 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
24 any rates for overtime, the regular payday designated by the employer, and any allowances
25 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
26 § 2810.5(a)(1)(A)-(C).

27 145. At all relevant times, on information and belief, Defendants failed, on a
28 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that

1 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants’
2 failure to provide Plaintiff and other aggrieved employees with written notice of basic
3 information regarding their employment with Defendants is in violation of Labor Code section
4 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties
5 pursuant to Labor Code sections 2699(a), (f), and (g).

6 **TENTH CAUSE OF ACTION**

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

8 **Unlawful Business Practices**

9 **(Against all Defendants)**

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

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

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

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

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

- 26 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
27 class members, to work overtime without paying them proper
28 compensation in violation of California Labor Code sections 510 and

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

- (b) Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (c) Failing to provide uninterrupted meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (d) Failing to authorize and permit Plaintiff and class members to take uninterrupted rest periods in violation of California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order, as alleged herein;
- (e) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;
- (f) Failing to timely pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;
- (g) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and
- (h) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

151. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the

1 time of hiring, an employer must provide written notice to employees containing basic and
2 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
3 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
4 any rates for overtime, the regular payday designated by the employer, and any allowances
5 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
6 § 2810.5(a)(1)(A)-(C).

7 152. At all relevant times, on information and belief, Defendants failed, on a
8 company-wide basis, to provide written notice to Plaintiff and class members that lists the
9 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
10 to provide Plaintiff and class members with written notice of basic information regarding their
11 employment with Defendants is in violation of California Labor Code section 2810.5(a)(1)(A)-
12 (C).

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

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

22 **ELEVENTH CAUSE OF ACTION**

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

24 **Unfair Business Practices**

25 **(Against all Defendants)**

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

28 156. Defendants are "persons" as defined by California Business & Professions Code

1 sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
2 associations.

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

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

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

22 160. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
23 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
24 benefits implemented by section 226.7 withheld and retained by Defendants during a period that
25 commences four years prior to the filing of this complaint; a permanent injunction requiring
26 Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class
27 members; an award of attorneys' fees pursuant to California Code of Civil Procedure section
28 1021.5 and other applicable laws; and an award of costs.

1 **REQUEST FOR JURY TRIAL**

2 Plaintiff requests a trial by jury.

3 **PRAYER FOR RELIEF**

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

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

9 **Class Certification**

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

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

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

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

14 5. That the Court declare, adjudge, and decree that Defendants violated California
15 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
16 pay all overtime wages due to Plaintiff and class members;

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

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

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

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

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

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

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

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

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully

1 failing to authorize and permit Plaintiff and class members to take all rest periods;

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

5 25. For all actual, consequential, and incidental losses and damages, according to
6 proof;

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

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

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

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

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

15 30. That the Court declare, adjudge and decree that Defendants violated the
16 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC
17 Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate
18 itemized wage statements thereto;

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

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

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

23 34. For attorneys' fees and costs pursuant to California Labor Code section
24 226(e)(1); and

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

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

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

1 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
2 meal and rest period premiums, and/or reporting time pay owed at the time of termination of
3 the employment of Plaintiff and other terminated class members;

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

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

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

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

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

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

15 42. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime
17 wages, minimum wages, meal and rest period premiums, and/or reporting time pay during their
18 employment;

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

21 44. For statutory penalties according to proof pursuant to California Labor Code
22 section 210;

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

25 46. For attorneys' fees pursuant to California Code of Civil Procedure section
26 1021.5, or as otherwise provided by law; and

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

As to the Eighth Cause of Action

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

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

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

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

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

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

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay); 1198 and the applicable IWC Wage Order (by failing to provide suitable resting facilities); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide notice of material terms of employment);

55. For civil penalties pursuant to the California Labor Code, including sections 210,

226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

56. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

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

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

As to the Tenth Cause of Action

59. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to reimburse Plaintiff and class members for business-related expenses, and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

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

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

62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

1 California Code of Civil Procedure section 1021.5; and

2 63. For such other and further relief as the Court may deem equitable and
3 appropriate.

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

5 64. That the Court declare, adjudge and decree that Defendants' conduct of denying
6 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an
7 unfair business practice in violation of California Business and Professions Code sections
8 17200, *et seq.*;

9 65. For restitution of the statutory benefits under section 226.7 unfairly withheld
10 from Plaintiff and class members and prejudgment interest from the day such amounts were due
11 and payable;

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

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

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

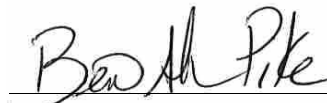
19 69. For such other and further relief as the Court may deem equitable and
20 appropriate.

21
22 Dated: November 10, 2022

Respectfully submitted,

23 Capstone Law APC

24
25 By:



26 Bevin Allen Pike
27 Daniel S. Jonathan
28 Trisha K. Monesi

Attorneys for Plaintiff Luis Gonzalez

EXHIBIT “1”

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

August 31, 2022

VIA ONLINE SUBMISSION

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

Subject: *Luis Gonzalez v. Larsen's Oxnard Grill, Inc., et al.*

Dear PAGA Administrator:

This office represents Luis Gonzalez in connection with his claims under the California Labor Code. Mr. Gonzalez was an employee of LARSEN'S OXNARD GRILL INC.; ESG PERSONNEL LEASING INC.; LARSEN'S ENCINO STEAKHOUSE LLC; LARSEN'S LA JOLLA STEAKHOUSE INC.; LARSENS PRIME STEAKHOUSE, INC.; and/or LARSEN'S WOODLAND HILLS STEAKHOUSE INC. For the purposes of this letter, Mr. Gonzalez collectively refers to these entities as "LSG."

The employers may be contacted directly at the addresses below:

LARSEN'S OXNARD GRILL INC.
6494 BOULDER RANCH AVE. STE. 100
HENDERSON, NV 89011

ESG PERSONNEL LEASING INC.
800 N. HARBOR BLVD SUITE B
LA HABRA, CA 90631

LARSEN'S ENCINO STEAKHOUSE LLC
1601 VENTURA BLVD. STE. 270
ENCINO, CA 91436

LARSEN'S LA JOLLA STEAKHOUSE INC.
4301 LA JOLLA VILLAGE DR., STE 1050
SAN DIEGO, CA 92122

LARSEN'S LA JOLLA STEAKHOUSE INC.
6494 BOULDER RANCH AVE.
HENDERSON, NV 89011

LARSENS PRIME STEAKHOUSE, INC.
6494 BOULDER RANCH AVE. STE 100
HENDERSON, NV 89011

LARSEN'S WOODLAND HILLS
STEAKHOUSE INC.
6256 TOPANGA CYN. BLVD.
WOODLAND HILLS, CA 91367

LARSEN'S WOODLAND HILLS
STEAKHOUSE INC.
6494 BOULDER RANCH AVE.
HENDERSON, NV 89011

Mr. Gonzalez intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the

Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Gonzalez seeks relief on behalf of himself, the State of California, and other persons who are or were employed by LSG 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.

LSG employed Mr. Gonzalez as an hourly paid, non-exempt employee from approximately October 2019 to May 2022. Mr. Gonzalez worked for LSG as a Line Cook at its restaurant location in Oxnard, California. During his employment, Mr. Gonzalez typically worked seven (7) hours or more per day, and five (5) days or more per week. At the time Mr. Gonzalez’s employment with LSG ended, he earned \$17.00 per hour. His job duties included, without limitation, preparing food items, washing dishes, and cleaning and maintaining the kitchen.

LSG committed one or more of the following Labor Code violations against Mr. Gonzalez, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

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

LARSEN’S OXNARD GRILL INC.; LARSEN’S LA JOLLA STEAKHOUSE INC.; LARSSENS PRIME STEAKHOUSE, INC.; and LARSEN’S WOODLAND HILLS STEAKHOUSE INC. are California corporations, while ESG PERSONNEL LEASING INC. is a Nevada corporation, and LARSEN’S ENCINO STEAKHOUSE LLC is a California limited liability company. Together, they own and operate approximately five (5) “Larsen’s Steakhouse” or “Larsen’s Grill” restaurant locations throughout Los Angeles and Ventura counties in California. Upon information and belief, LSG maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Henderson, Nevada, for all non-exempt, hourly paid employees working for LSG in California, including Mr. Gonzalez and other aggrieved employees. At all relevant times, LSG issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Gonzalez and other aggrieved employees, regardless of their location or position.

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

¹ These facts, theories, and claims are based on Mr. Gonzalez’s experience and counsel’s review of those records currently available relating to Mr. Gonzalez’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. Gonzalez 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 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.

LSG willfully failed to pay all overtime wages owed to Mr. Gonzalez and other aggrieved employees. During the relevant time period, Mr. Gonzalez 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, LSG discouraged and impeded Mr. Gonzalez and other aggrieved employees from recording hours worked that were outside of their scheduled shifts pursuant to LSG’s written timekeeping policy which states, in pertinent part, that: “it is [the employee’s] responsibility to clock in and out according to [their] schedule. [Employees] must get approval for early and late clock-ins and clock-outs. . . . If [employees] don’t clock in or out properly . . . this will result in a warning.” LSG’s policy of requiring employees to only clock in and out according to their scheduled shift start and end-times, on threat of discipline, coupled with LSG’s use of labor budgets and assignment of heavy workloads (*see infra*), led Mr. Gonzalez and other aggrieved employees to work off-the-clock after their scheduled shift times.

Additionally, pursuant to this timekeeping policy, LSG had, and continues to have, a company-wide policy and/or practice of requiring Mr. Gonzalez and other aggrieved employees to perform tasks off-the-clock after their shifts. For example, at times, Mr. Gonzalez would clock out at the end of his shift, but LSG’s managers required him to continue working before he could leave for the day, completing tasks such as cleaning his workstation and putting kitchen equipment away. Thus, LSG failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Gonzalez and other aggrieved employees received no compensation for this time.

Second, LSG had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours allocated by each location’s labor or payroll budget set by corporate. LSG’s uniform use of labor budgets, combined with the assignment of heavy workloads, has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and customer demand. LSG also had a practice of failing to schedule meal periods, which further caused Mr. Gonzalez and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Gonzalez worked though his meal periods approximately three (3) times per week in order to keep up with customer demand and complete his duties. Because LSG 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. Gonzalez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Consequently, Mr. Gonzalez and other aggrieved employees were required to work

through and had their unpaid meal periods interrupted in order to complete their assigned duties and handle customer demand, time for which they were not paid.

Further, LSG discouraged and impeded Mr. Gonzalez and other aggrieved employees from recording hours worked during unpaid meal periods pursuant to LSG's written timekeeping policy for meal periods, which states, in pertinent part, that: "[u]npaid [meal] breaks must be for a minimum of 30 minutes. . . . [I]f [employees] clock in prior to 30 minutes, this too will result in a write-up." Moreover, because LSG frowned upon employees accruing meal period penalties, LSG pressured employees to clock out for meal periods, on threat of discipline, and/or adjusted employee time records to reflect compliant meal periods, even when they did not receive a compliant meal period. Consequently, Mr. Gonzalez and other aggrieved employees performed work during meal periods for which they were not paid. Alternatively, on information and belief, LSG's timekeeping system prevented Mr. Gonzalez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Gonzalez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, LSG's timekeeping policies and system further prevented Mr. Gonzalez and other aggrieved employees from recording all hours worked when their meal periods were missed, shortened, and/or interrupted.

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

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

LSG's failure to pay Mr. Gonzalez 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. Gonzalez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the

employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

As stated above, LSG’s written timekeeping policy of requiring employees to only clock-in and clock-out at their scheduled shift start and end-times, on threat of discipline, led Mr. Gonzalez and other aggrieved employees to work off-the-clock after their scheduled shift times. Pursuant to this timekeeping policy, LSG had a company-wide policy and/or practice requiring Mr. Gonzalez and other aggrieved employees to perform various work-related tasks while off-the-clock, including after clocking out. Thus, LSG failed to track this time Mr. Gonzalez and other aggrieved employees spent working off-the-clock, and Mr. Gonzalez and other aggrieved employees received no compensation for this time.

Additionally, as set forth above, due to LSG’s uniform use of labor budgets, understaffing, assignment of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Mr. Gonzalez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work during their meal periods, time for which they were not paid. Moreover, as stated, LSG’s written timekeeping policy for meal periods required employees to record 30-minute meal periods, on threat of discipline, even when they did not receive a compliant, 30-minute meal period. Furthermore, as stated above, in order to limit meal penalties that LSG would otherwise owe, LSG pressured Mr. Gonzalez and other aggrieved employees to clock out for meal periods, under threat of discipline, and/or adjusted employee time records to reflect compliant meal periods, even when they did not receive a compliant meal period. Alternatively, as set forth above, on information and belief, LSG systematically failed to pay Mr. Gonzalez and other aggrieved employees for actual hours worked during unpaid meal periods, because LSG’s timekeeping system locked out Mr. Gonzalez and other aggrieved employees for 30 minutes when they clocked out for a meal period. When combined, these practices prevented Mr. Gonzalez and other aggrieved employees from recording all hours worked when their meal periods were missed, shortened, and/or interrupted, time for which they were not paid.

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

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

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except

that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

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

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013).

First, during the relevant time period, LSG maintained a company-wide, unlawful written meal period policy insofar as it fails to correctly state the timing of when meal periods must occur. Under California law, first meal periods must start after no more than five hours of work. *Brinker*, 53 Cal. 4th at 1041-1042. However, LSG's written meal period policy states in part: "I understand that my [meal] breaks must be taken prior to my 6th hour of work, i.e. I understand that I must take my unpaid 30 minute [meal] break no later than 5.99 hours." LSG's written policy fails to state the correct timing of when the first meal period must take place (i.e. within the first five (5) hours of work) under California law and is therefore facially invalid. Furthermore, LSG's non-compliant written meal period policy also fails to mention that employees are entitled to a second 30-minute meal period when working shifts in excess of ten (10) hours.

Second, as stated, LSG had, and continues to have, company-wide policies and/or practices of understaffing its locations, which, combined with heavy workloads and a failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Mr. Gonzalez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As result, Mr. Gonzalez 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. Gonzalez was often required to take his meal period late, after having worked in excess of five (5) hours into his shift, due to the lack of coverage and in order to meet LSG's expectations.

Third, as stated, LSG's written timekeeping policy for meal periods required employees to record 30-minute meal periods, even when their meal periods were shortened or interrupted. For example, Mr. Gonzalez was often required to shorten his meal periods by 10 minutes to assist his coworkers with preparing food items when a surge of orders came in. As also stated, because LSG frowned upon employees accruing meal period penalties, LSG's management pressured Mr. Gonzalez and other aggrieved employees to clock out for meal periods, on threat of discipline, and/or adjusted Mr. Gonzalez's and other aggrieved employees' time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period. Alternatively, as stated, LSG's company-wide timekeeping system prevented Mr. Gonzalez and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Gonzalez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. For example, Mr.

Gonzalez worked though his meal periods approximately three (3) times per week in order to keep up with customer demand and complete his duties, but his time records were adjusted by LSG's management to eliminate any violations in order to avoid payment of meal penalties.

Fourth, LSG did not provide Mr. Gonzalez and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Mr. Gonzalez did not receive second 30-minute meal periods on days he worked in excess of ten (10) hours in one day. Mr. Gonzalez 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.

Furthermore, LSG had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. LSG took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. LSG's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours, and for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, discouraged and impeded Mr. Gonzalez and other aggrieved employees from taking all meal periods to which they were entitled.

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

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

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

Finally, LSG took the position that the nature of work performed by Mr. Gonzalez and other aggrieved employees called for "on-duty" meal periods and on that basis, did not provide off duty meal periods and did not pay Mr. Gonzalez and other aggrieved employees meal period premiums for non-compliant meal periods. Specifically, LSG's implemented a company-wide "Paid, Working Meal Period Agreement" and required Mr. Gonzalez and other aggrieved employees to execute the agreement at their time of hire. LSG's "Paid, Working Meal Period Agreement" provides, in relevant part:

Depending upon available staffing, the nature of your position may require you to be responsible for services during a time when the meal break should be taken. When this occurs, you may be unable to be relieved of all responsibility

during your meal. In that event, your meal periods will be “on-duty” and will be paid at your regular rate. . .

However, LSG’s use of an “on-duty” meal period policy is and was unlawful. Under California law, “on-duty” meal periods are a limited alternative to the requirement to provide off-duty meal periods and can only be utilized under certain circumstances.

LSG’s business did not require a single-employee staffing model given multiple employees worked at its worksites. There were usually 5 (five) other line cook employees employed by LSG at Mr. Gonzalez’s restaurant location and the restaurant location was not in an isolated area. Further, the work of LSG’s restaurant employees is not the kind that could be said to meet the “nature of the work” exception. Mr. Gonzalez and other employees were responsible for cooking, preparing food items, and dishwashing. None of these tasks is akin to the kind that the DLSE has found warrant an “on-duty” meal period, such as transporting hazardous materials via vehicles that must be monitored at all times pursuant to federal regulation. Therefore, LSG’s use of an “on duty” meal period is improper and unlawful.

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

Furthermore, LSG engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Gonzalez and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that LSG did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, LSG did not pay other aggrieved employees at the correct rate of pay for premiums because LSG systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, LSG failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Gonzalez and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)

hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, LSG regularly failed to authorize and permit Mr. Gonzalez and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. LSG maintained and implemented, on a company-wide basis, a non-compliant written rest period policy that prevented Mr. Gonzalez and other aggrieved employees from taking compliant rest periods. Specifically, LSG’s non-compliant written rest period policy fails to correctly state the timing of when rest periods must occur. The policy states in relevant part: “[Employees] . . . are allowed a 10 minute rest break for every four (4) hours worked.” However, under California law, an employee is entitled to rest periods for every four (4) hours worked or major fraction thereof. Thus, LSG’s written rest period policy is non-compliant on its face, as it fails to authorize and permit employees to take a first rest period for shifts between 3.5 and 6 hours, and a second rest period for shifts between 6 and 10 hours.

Additionally, as with meal periods, LSG’s company-wide use of labor budgeting and/or limited payroll allocation, understaffing, and assignment of heavy workloads, resulted in a lack of rest period coverage and prevented Mr. Gonzalez and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. Additionally, LSG also failed to schedule rest periods, which, coupled with LSG’s failure to provide adequate rest period coverage, further led to Mr. Gonzalez and other aggrieved employees not being authorized and permitted to take rest periods.

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

As a result, Mr. Gonzalez and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods to which they were entitled. For example, approximately three (3) times per week, Mr. Gonzalez had to forego his rest periods because the restaurant was busy, did not have coverage, and there was an expectation for all employees to work through their rest periods. When Mr. Gonzalez was finally able to take his rest periods, they were often interrupted by his supervisors requiring he return to work and assist with a surge in food orders.

LSG also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Gonzalez and other aggrieved employees have not received all premium pay for missed rest periods. Alternatively, to the extent that LSG did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, LSG did not pay other aggrieved employees at the correct rate of pay for premiums because LSG failed to include all forms of

compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, LSG failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Gonzalez and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

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

During the relevant time period, LSG has knowingly and intentionally provided Mr. Gonzalez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, LSG issued uniform wage statements to Mr. Gonzalez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, LSG violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because LSG did not record the time Mr. Gonzalez and other aggrieved employees spent working off-the-clock and deducted time from their meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), LSG did not list the correct amount of gross wages and net wages earned by Mr. Gonzalez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, LSG failed to accurately list the total number of hours worked by Mr. Gonzalez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

Further, and separate from these violations, LSG issued uniform wage statements to Mr. Gonzalez and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. During the relevant time period, LSG systematically, and on a company-wide basis, issued wage statements to Mr. Gonzalez and other aggrieved employees that fail to list the employing entity's address. For example, on information and belief, LSG uniformly failed to list the employing entity's address on Mr. Gonzalez's and other aggrieved employees' wage statements, including Mr. Gonzalez's wage statement dated May 13, 2022. *See example paystub below.*

Luis Rafael Gonzalez				Larsen's Oxnard Grill, Inc - MAIN (000118)	
SSN#	██████████	Period Start Date	05-02-2022	Check Date	05-13-2022
Federal Filing Status	██████████				
EMP#	██████████	Period End Date	05-13-2022	Check Number	15434
State Filing Status	██████████				

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

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), LSG willfully failed to maintain accurate payroll records for Mr. Gonzalez 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, LSG 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. Gonzalez and other aggrieved employees in violation of section 1198. Furthermore, in light of LSG's failure to provide Mr. Gonzalez and other aggrieved

employees with second 30-minute meal periods to which they were entitled, LSG kept no records of meal start and end times for second meal periods.

Because LSG failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Gonzalez 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. Gonzalez 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. Gonzalez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, LSG failed to pay Mr. Gonzalez 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. Gonzalez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

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

LSG willfully failed to pay Mr. Gonzalez and other aggrieved employees who are no longer employed by LSG all their earned wages, including, but not limited to, overtime wages, minimum

wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving LSG's employ.

Mr. Gonzalez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

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

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

California Code of Regulations, Title 8, 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).

On information and belief, LSG violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5), because LSG failed to pay 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.

LSG had a company-wide practice of sending 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 other aggrieved employees for half their scheduled shift. For example, on occasions when employees reported to work for their scheduled shifts, LSG's management sent employees home before they had worked at least half of their scheduled shift because business was slow, but other aggrieved employees were only paid for the time they had worked. Although other aggrieved employees reported to work based on the schedule that was provided to them, LSG would send them home before they had worked at least half of their scheduled shifts. When this occurred, LSG did not pay other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that

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

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

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

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

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

During the relevant time period, LSG required Mr. Gonzalez and other aggrieved employees to wear uniforms bearing the LSG company logo, including uniform t-shirts and hats. However, LSG did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, LSG only provided Mr. Gonzalez and with three (3) t-shirts and two (2) hats at the time of hire. Because LSG failed to provide Mr. Gonzalez and other aggrieved employees with an adequate number of uniform items in relation to their scheduled shifts and for the tasks they were required to perform, Mr. Gonzalez and other aggrieved employees had to wash their uniforms more frequently

than they otherwise do laundry, and incur expenses in doing so. For example, due to the nature of restaurant work, Mr. Gonzalez's uniform t-shirts would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that he was unable to mix these clothes in with other laundry. As a result, he had to wash his uniform t-shirts separately from his regular clothing, and would spend about \$5 per week at the laundromat for the upkeep of his uniform. Thus, LSG failed to maintain uniforms they required Mr. Gonzalez and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

LSG could have provided Mr. Gonzalez and other aggrieved employees with an adequate number of uniforms or access to laundering services. Or, LSG could have reimbursed employees for their laundering expenses or provided a uniform maintenance allowance. Instead, LSG passed these operating costs off onto Mr. Gonzalez and other aggrieved employees.

Thus, LSG had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Gonzalez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

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

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

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

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

California Labor Code § 558(a)

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

Accordingly, Mr. Gonzalez 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), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Gonzalez, 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 LSG for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Gonzalez 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. Gonzalez’s reasonable attempt to settle his dispute with LSG prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform LSG of Mr. Gonzalez’s aforementioned grievances and the proposed remedies as detailed below, while affording LSG a reasonable opportunity to satisfy Mr. Gonzalez’s demands.

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

1. LSG shall pay Mr. Gonzalez and all other aggrieved employees employed by LSG at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. LSG 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. LSG shall conduct a survey or interview all current and former aggrieved employees in California who worked for LSG in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for uniform laundering

expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. LSG shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. LSG also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. LSG shall reimburse Mr. Gonzalez and all aggrieved employees who were required to pay for any business expenses incurred for LSG's benefit, including, but not limited to, uniform maintenance and laundering expenses incurred, as required by Labor Code section 2802.
6. LSG shall pay accrued legal interest to Mr. Gonzalez and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. LSG shall provide Mr. Gonzalez and all aggrieved employees employed by LSG 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).
8. LSG shall implement and provide suitable resting facilities to all aggrieved employees.
9. LSG shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
10. LSG 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.
11. LSG shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

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

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

Best Regards,

A handwritten signature in dark ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: LARSEN'S OXNARD GRILL INC. (via U.S. Certified Mail); ESG PERSONNEL LEASING INC. (via U.S. Certified Mail); LARSEN'S ENCINO STEAKHOUSE LLC (via U.S. Certified Mail); LARSEN'S LA JOLLA STEAKHOUSE INC. (via U.S. Certified Mail); LARSENS PRIME STEAKHOUSE, INC. (via U.S. Certified Mail); LARSEN'S WOODLAND HILLS STEAKHOUSE INC. (via U.S. Certified Mail)

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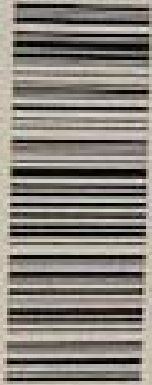
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PS Form 3839, Rev. 2011 (with barcode strip) Post Payment not required when using barcode strip

☐ First-class mail	☐ Registered mail
☐ Registered mail with return receipt	☐ Registered mail with restricted delivery
☐ Registered mail with signature confirmation	☐ Registered mail with signature restriction
☐ Registered mail with signature restriction and return receipt	☐ Registered mail with signature restriction and restricted delivery
☐ Registered mail with signature restriction and return receipt and restricted delivery	☐ Registered mail with signature restriction and return receipt and restricted delivery and return receipt

Postmark
Date

ESG PERSONNEL LEASING INC.
800 N. HARBOR BLVD SUITE B
LA HABRA, CA 90631

ESG PERSONNEL LEASING INC.
800 N. HARBOR BLVD SUITE B
LA HABRA, CA 90631

SENDER: COMPLETE THIS SECTION

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

1. Article addressed to:

ESG PERSONNEL LEASING INC.
800 N. HARBOR BLVD SUITE B
LA HABRA, CA 90631



9593 9402 7420 2055 3064 03

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3839

Restricted Delivery

PS Form 3839, July 2010 PSN 7530-02-000-9003

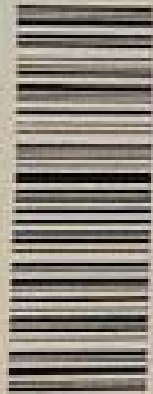
ADDRESSEE: PRINT SECTION ON DELIVERY

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Certified Mail Signature Confirmation
☐ Certified Mail Signature Confirmation Restricted Delivery
☐ Certified Mail Signature Confirmation Restricted Delivery with Return Receipt
☐ Certified Mail Signature Confirmation Restricted Delivery with Return Receipt and Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7021 1970 0001 8870 3846

LARSEN'S ENOINO STEAKHOUSE LLC
1601 VENTURA BLVD, STE. 270
ENCINO, CA 91436

LARSEN'S ENCINO STEAKHOUSE LLC
1601 VENTURA BLVD, STE. 270
ENCINO, CA 91436



1975-1976

148E 02.80 3000 02.61 7200

1940-1941, 1942-1943, 1944-1945, 1946-1947, 1948-1949, 1950-1951, 1952-1953, 1954-1955, 1956-1957, 1958-1959, 1960-1961, 1962-1963, 1964-1965, 1966-1967, 1968-1969, 1970-1971, 1972-1973, 1974-1975, 1976-1977, 1978-1979, 1980-1981, 1982-1983, 1984-1985, 1986-1987, 1988-1989, 1990-1991, 1992-1993, 1994-1995, 1996-1997, 1998-1999, 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 2480-2481, 2482-2483, 2484-2485, 2486-2487, 2488-2489, 2490-2491, 2492-2493, 2494-2495, 2496-2497, 2498-2499, 2500-2501, 2502-2503, 2504-2505, 2506-2507, 2508-2509, 2510-2511, 2512-2513, 2514-2515, 2516-2517, 2518-2519, 2520-2521, 2522-2523, 2524-2525, 2526-2527, 2528-2529, 2530-2531, 2532-2533, 2534-2535, 2536-2537, 2538-2539, 2540-2541, 2542-2543, 2544-2545, 2546-2547, 2548-2549, 2550-2551, 2552-2553, 2554-2555, 2556-2557, 2558-2559, 2560-2561, 2562-2563, 2564-2565, 2566-2567, 2568-2569, 2570-2571, 2572-2573, 2574-2575, 2576-2577, 2578-2579, 2580-2581, 2582-2583, 2584-2585, 2586-2587, 2588-2589, 2590-2591, 2592-2593, 2594-2595, 2596-2597, 2598-2599, 2600-2601, 2602-2603, 2604-2605, 2606-2607, 2608-2609, 2610-2611, 2612-2613, 2614-2615, 2616-2617, 2618-2619, 2620-2621, 2622-2623, 2624-2625, 2626-2627, 2628-2629, 2630-2631, 2632-2633, 2634-2635, 2636-2637, 2638-2639, 2640-2641, 2642-2643, 2644-2645, 2646-2647, 2648-2649, 2650-2651, 2652-2653, 2654-2655, 2656-2657, 2658-2659, 2660-2661, 2662-2663, 2664-2665, 2666-2667, 2668-2669, 2670-2671, 2672-2673, 2674-2675, 2676-2677, 2678-2679, 2680-2681, 2682-2683, 26

Confession: Madam, I needed

REPAIRING THE CRACKS

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the multiple-choice answer sheet.

...

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100

[illegible]

☐ Is delivery subject different for item #? ☐ Yes

☐ If YES, enter delivery subject below ☐ No

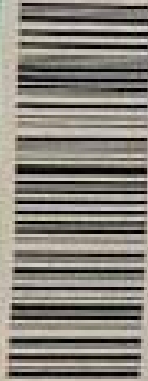
1992

- | | |
|---|---|
| ☐ Accounting | ☐ Accounting |
| ☐ Business Administration | ☐ Business Administration |
| ☐ Business Law | ☐ Business Law |
| ☐ Business Management | ☐ Business Management |
| ☐ Business Mathematics | ☐ Business Mathematics |
| ☐ Business Statistics | ☐ Business Statistics |
| ☐ Business Writing | ☐ Business Writing |
| ☐ Computer Science | ☐ Computer Science |
| ☐ Engineering | ☐ Engineering |
| ☐ Health Sciences | ☐ Health Sciences |
| ☐ Humanities | ☐ Humanities |
| ☐ Life Sciences | ☐ Life Sciences |
| ☐ Physical Sciences | ☐ Physical Sciences |
| ☐ Social Sciences | ☐ Social Sciences |
| ☐ Visual Arts | ☐ Visual Arts |

THE UNIVERSITY OF CHICAGO

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

CERTIFIED MAIL®



7021 1970 0001 6670 3853

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

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

OFFICIAL USE

DATE: 10/1/11

1. Service of this card and any fee is required
2. Return to sender (if not marked)
3. Return to sender (if not marked)
4. Return to sender (if not marked)
5. Return to sender (if not marked)
6. Return to sender (if not marked)
7. Return to sender (if not marked)
8. Return to sender (if not marked)

Postmark
Date

LARSEN'S LA JOLLA STEAKHOUSE INC.
4301 LA JOLLA VILLAGE DR., STE 1050
SAN DIEGO, CA 92122

PS Form 3811, June 2010 PSN 7530-02-000-9000-9000

LARSEN'S LA JOLLA STEAKHOUSE INC.
4301 LA JOLLA VILLAGE DR., STE 1050
SAN DIEGO, CA 92122

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

LARSEN'S LA JOLLA STEAKHOUSE INC.
4301 LA JOLLA VILLAGE DR., STE 1050
SAN DIEGO, CA 92122



9500 9402 7420 2005 3504 74

PS Form 3811, July 2010 PSN 7530-02-000-9000-9000

7021 1970 0001 6670 3853

PS Form 3811, July 2010 PSN 7530-02-000-9000-9000

COMPLETE THIS SECTION ON DELIVERY

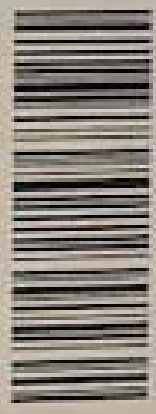
- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) ☐ Date of Delivery
- C. Is delivery address different from item 1? ☐ Yes ☒ No
- D. If YES, what delivery address feature ☐ Yes ☒ No

- E. Service Type ☐ Registered Mail™ ☐ Registered Mail Restricted™ ☐ Registered Mail Return Receipt™ ☐ Registered Mail Signature Confirmation™ ☐ Registered Mail Signature Confirmation™ ☐ Registered Mail Signature Confirmation™

Domestic Return Receipt

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

CERTIFIED MAIL



7021 1970 0001 6670 3860

LARSEN'S LA JOLLA STEAKHOUSE INC.
6494 BOULDER RANCH AVE
HENDERSON, NV 89011

SENDER: COMPLETE THIS SECTION

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

1. Addressee Is:

LARSEN'S LA JOLLA STEAKHOUSE INC.
6494 BOULDER RANCH AVE
HENDERSON, NV 89011



9590 9402 7420 2055 3505 11

7021 1970 0001 6670 3860

PS Form 3811, July 2003 PSN 7530-02-000-9003

ADDRESSEE: COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

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

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

E. Service Type
☐ Adult Signature Restricted Delivery
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

7021 1970 0001 6670 3860

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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OFFICIAL USE

PS Form 3811, July 2003 PSN 7530-02-000-9003

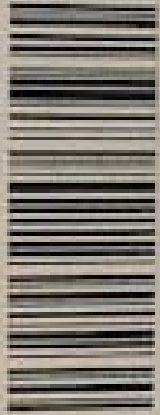
ARSEN'S LA JOLLA STEAKHOUSE INC.
6494 BOULDER RANCH AVE
HENDERSON, NV 89011

7021 1970 0001 6670 3860

Capstone Law, APC

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

CERTIFIED MAIL



7021 1970 0001 6670 3677

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

1. Signature of Addressee	_____
2. Signature of Sender	_____
3. Signature of Agent	_____
4. Signature of Post Office	_____
5. Signature of Receiver	_____
6. Signature of Post Office	_____
7. Signature of Receiver	_____
8. Signature of Post Office	_____

Postmark

LARSENS PRIME STEAKHOUSE, INC.
6494 BOULDER RANCH AVE. STE 100
HENDERSON, NV 89011

PS Form 3800, April 2003 (with PSN 7530-01-000-9001)

Visit www.usps.com for delivery information

LARSENS PRIME STEAKHOUSE, INC.
6494 BOULDER RANCH AVE. STE 100
HENDERSON, NV 89011

SENDER: COMPLETE THIS SECTION

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

1. Return Address to:

LARSENS PRIME STEAKHOUSE, INC.
6494 BOULDER RANCH AVE. STE 100
HENDERSON, NV 89011



0510 0407 7420 2055 3505 04

7021 1970 0001 6670 3677

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Signature Type

☐ Addressee

☐ Agent

☐ Addressee

☐ Agent

☐ Addressee

☐ Agent

☐ Addressee

☐ Agent

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

CERTIFIED MAIL



7021 1970 0001 8870 3684

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT

Domestic Mail Only

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

OFFICIAL USE

CERTIFIED MAIL Fee

☐	First-class postage paid
☐	Postage paid
☐	Postage paid
☐	Postage paid
☐	Postage paid
☐	Postage paid
☐	Postage paid
☐	Postage paid
☐	Postage paid
☐	Postage paid

LARSEN'S WOODLAND HILLS
STEAKHOUSE INC.
6256 TOPANGA CYN. BLVD.
WOODLAND HILLS, CA 91367

LARSEN'S WOODLAND HILLS
STEAKHOUSE INC.
6256 TOPANGA CYN. BLVD.
WOODLAND HILLS, CA 91367

SENDER: COMPLETE THIS SECTION

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

LARSEN'S WOODLAND HILLS
STEAKHOUSE INC.
6256 TOPANGA CYN. BLVD.
WOODLAND HILLS, CA 91367



0500 9402 7400 2006 3565 35

2. Return Receipt (Available from service center)

7021 1970 0001 8870 3684

PS Form 3811, July 2002 PSN 7530-02-000-9003

COMPLETE THIS SECTION ON DELIVERY

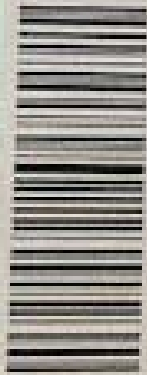
A. Signature	☐ Agent
☒	☐ Addressee
B. Received by printed name	C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No	
E. If YES, enter delivery address below:	

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

7021 1970 0001 8870 3684

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

CERTIFIED MAIL



7021 1970 0001 8870 3754

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

For Return Information, Visit Our Website at www.usps.com

OFFICIAL USE

Control No. 100

1. Addressee's Name (Print or Type)	
2. Addressee's Address (Print or Type)	
3. Addressee's City, State, and ZIP+4® (Print or Type)	
4. Addressee's Country (Print or Type)	
5. Addressee's Telephone Number (Print or Type)	
6. Addressee's E-mail Address (Print or Type)	
7. Addressee's Fax Number (Print or Type)	
8. Addressee's Business Title (Print or Type)	
9. Addressee's Business Address (Print or Type)	
10. Addressee's Business City, State, and ZIP+4® (Print or Type)	
11. Addressee's Business Country (Print or Type)	
12. Addressee's Business Telephone Number (Print or Type)	
13. Addressee's Business E-mail Address (Print or Type)	
14. Addressee's Business Fax Number (Print or Type)	
15. Addressee's Business Title (Print or Type)	
16. Addressee's Business Address (Print or Type)	
17. Addressee's Business City, State, and ZIP+4® (Print or Type)	
18. Addressee's Business Country (Print or Type)	
19. Addressee's Business Telephone Number (Print or Type)	
20. Addressee's Business E-mail Address (Print or Type)	
21. Addressee's Business Fax Number (Print or Type)	
22. Addressee's Business Title (Print or Type)	
23. Addressee's Business Address (Print or Type)	
24. Addressee's Business City, State, and ZIP+4® (Print or Type)	
25. Addressee's Business Country (Print or Type)	
26. Addressee's Business Telephone Number (Print or Type)	
27. Addressee's Business E-mail Address (Print or Type)	
28. Addressee's Business Fax Number (Print or Type)	
29. Addressee's Business Title (Print or Type)	
30. Addressee's Business Address (Print or Type)	
31. Addressee's Business City, State, and ZIP+4® (Print or Type)	
32. Addressee's Business Country (Print or Type)	
33. Addressee's Business Telephone Number (Print or Type)	
34. Addressee's Business E-mail Address (Print or Type)	
35. Addressee's Business Fax Number (Print or Type)	
36. Addressee's Business Title (Print or Type)	
37. Addressee's Business Address (Print or Type)	
38. Addressee's Business City, State, and ZIP+4® (Print or Type)	
39. Addressee's Business Country (Print or Type)	
40. Addressee's Business Telephone Number (Print or Type)	
41. Addressee's Business E-mail Address (Print or Type)	
42. Addressee's Business Fax Number (Print or Type)	
43. Addressee's Business Title (Print or Type)	
44. Addressee's Business Address (Print or Type)	
45. Addressee's Business City, State, and ZIP+4® (Print or Type)	
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50. Addressee's Business Title (Print or Type)	
51. Addressee's Business Address (Print or Type)	
52. Addressee's Business City, State, and ZIP+4® (Print or Type)	
53. Addressee's Business Country (Print or Type)	
54. Addressee's Business Telephone Number (Print or Type)	
55. Addressee's Business E-mail Address (Print or Type)	
56. Addressee's Business Fax Number (Print or Type)	
57. Addressee's Business Title (Print or Type)	
58. Addressee's Business Address (Print or Type)	
59. Addressee's Business City, State, and ZIP+4® (Print or Type)	
60. Addressee's Business Country (Print or Type)	
61. Addressee's Business Telephone Number (Print or Type)	
62. Addressee's Business E-mail Address (Print or Type)	
63. Addressee's Business Fax Number (Print or Type)	
64. Addressee's Business Title (Print or Type)	
65. Addressee's Business Address (Print or Type)	
66. Addressee's Business City, State, and ZIP+4® (Print or Type)	
67. Addressee's Business Country (Print or Type)	
68. Addressee's Business Telephone Number (Print or Type)	
69. Addressee's Business E-mail Address (Print or Type)	
70. Addressee's Business Fax Number (Print or Type)	
71. Addressee's Business Title (Print or Type)	
72. Addressee's Business Address (Print or Type)	
73. Addressee's Business City, State, and ZIP+4® (Print or Type)	
74. Addressee's Business Country (Print or Type)	
75. Addressee's Business Telephone Number (Print or Type)	
76. Addressee's Business E-mail Address (Print or Type)	
77. Addressee's Business Fax Number (Print or Type)	
78. Addressee's Business Title (Print or Type)	
79. Addressee's Business Address (Print or Type)	
80. Addressee's Business City, State, and ZIP+4® (Print or Type)	
81. Addressee's Business Country (Print or Type)	
82. Addressee's Business Telephone Number (Print or Type)	
83. Addressee's Business E-mail Address (Print or Type)	
84. Addressee's Business Fax Number (Print or Type)	
85. Addressee's Business Title (Print or Type)	
86. Addressee's Business Address (Print or Type)	
87. Addressee's Business City, State, and ZIP+4® (Print or Type)	
88. Addressee's Business Country (Print or Type)	
89. Addressee's Business Telephone Number (Print or Type)	
90. Addressee's Business E-mail Address (Print or Type)	
91. Addressee's Business Fax Number (Print or Type)	
92. Addressee's Business Title (Print or Type)	
93. Addressee's Business Address (Print or Type)	
94. Addressee's Business City, State, and ZIP+4® (Print or Type)	
95. Addressee's Business Country (Print or Type)	
96. Addressee's Business Telephone Number (Print or Type)	
97. Addressee's Business E-mail Address (Print or Type)	
98. Addressee's Business Fax Number (Print or Type)	
99. Addressee's Business Title (Print or Type)	
100. Addressee's Business Address (Print or Type)	
101. Addressee's Business City, State, and ZIP+4® (Print or Type)	
102. Addressee's Business Country (Print or Type)	
103. Addressee's Business Telephone Number (Print or Type)	
104. Addressee's Business E-mail Address (Print or Type)	
105. Addressee's Business Fax Number (Print or Type)	
106. Addressee's Business Title (Print or Type)	
107. Addressee's Business Address (Print or Type)	
108. Addressee's Business City, State, and ZIP+4® (Print or Type)	
109. Addressee's Business Country (Print or Type)	
110. Addressee's Business Telephone Number (Print or Type)	
111. Addressee's Business E-mail Address (Print or Type)	
112. Addressee's Business Fax Number (Print or Type)	
113. Addressee's Business Title (Print or Type)	
114. Addressee's Business Address (Print or Type)	
115. Addressee's Business City, State, and ZIP+4® (Print or Type)	
116. Addressee's Business Country (Print or Type)	
117. Addressee's Business Telephone Number (Print or Type)	
118. Addressee's Business E-mail Address (Print or Type)	
119. Addressee's Business Fax Number (Print or Type)	
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121. Addressee's Business Address (Print or Type)	
122. Addressee's Business City, State, and ZIP+4® (Print or Type)	
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196. Addressee's Business Fax Number (Print or Type)	
197. Addressee's Business Title (Print or Type)	
198. Addressee's Business Address (Print or Type)	
199. Addressee's Business City, State, and ZIP+4® (Print or Type)	
200. Addressee's Business Country (Print or Type)	

LARSEN'S WOODLAND HILLS
STEAKHOUSE INC.
6494 BOULDER RANCH AVE
HENDERSON, NV 89011

LARSEN'S WOODLAND HILLS
STEAKHOUSE INC.
6494 BOULDER RANCH AVE
HENDERSON, NV 89011

SENDER'S COMPLETE THIS SECTION

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

LARSEN'S WOODLAND HILLS
STEAKHOUSE INC.
6494 BOULDER RANCH AVE
HENDERSON, NV 89011



0590 0402 7420 0000 3566 03

7021 1970 0001 8870 3754

COMPLETE THIS SECTION ON DELIVERY

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

E. Service Type ☐ Add Signature ☐ Add Signature ☐ Certified Mail ☐ Certified Mail Restricted Delivery ☐ Registered Mail ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery	F. Priority Mail Express ☐ Registered Mail ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery
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Currents (Not in Receipt)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

LARSEN'S WOODLAND HILLS STEAKHOUSE INC.
6494 BOULDER RANCH AVE.
HENDERSON, NV 89011

9590 9402 7420 2055 3566 03

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3754

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X 

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes
☐ No

3. Service Type

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

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

3d Mail Restricted Delivery (\$500)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

ESG PERSONNEL LEASING INC.
800 N. HARBOR BLVD SUITE B
LA HABRA, CA 90631

9590 9402 7420 2055 3564 98

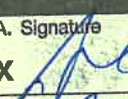
2. Article Number (Transfer from service label)

7021 1970 0001 8870 3839

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X 

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes
☐ No

3. Service Type

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

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

Restricted Delivery

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

LARSENS PRIME STEAKHOUSE, INC.
6494 BOULDER RANCH AVE. STE 100
HENDERSON, NV 89011

9590 9402 7420 2055 3565 04

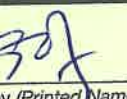
2. Article Number (Transfer from service label)

7021 1970 0001 8870 3877

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X 

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes
☐ No

3. Service Type

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

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

Mail Restricted Delivery (\$0)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

LARSEN'S OXNARD GRILL
6494 BOULDER RANCH AVE.
HENDERSON, NV 89011

9590 9402 7420 2055 3565 28

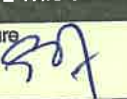
2. Article Number (Transfer from service label)

7021 1970 0001 8870 3822

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X 

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes
☐ No

3. Service Type

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

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

Mail Restricted Delivery (\$0)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

LARSEN'S LA JOLLA STEAKHOUSE INC
6494 BOULDER RANCH AVE.
HENDERSON, NV 89011

9590 9402 7420 2055 3565 11

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3860

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X 

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes
☐ No

3. Service Type

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

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

Mail Restricted Delivery (\$500)

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

LARSEN'S LA JOLLA STEAKHOUSE INC
6494 BOULDER RANCH AVE.
HENDERSON, NV 89011

9590 9402 7420 2055 3565 11

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3860

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X 

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

☐ Yes
☐ No

3. Service Type

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

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

Mail Restricted Delivery (\$500)