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April 17, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/418>)

Subject: *Rekha Chand v. Queen River Holdings LLC, et al.*

Dear PAGA Administrator:

This office represents Rekha Chand in connection with her claims under the California Labor Code. Ms. Chand was an employee of QUEEN RIVER HOLDINGS LLC; LINKS HEALTHCARE GROUP LLC; BETTER CARE, INCORPORATED; BRIDGEWATER BAY HOLDINGS LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC; JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS, LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC; SAN DIEGO BAY HOLDINGS, LLC; and/or UTAH LAKE HOLDINGS LLC. For the purpose of this letter, Ms. Chand collectively refers to these entities as "LINKS."

The employers may be contacted directly at the addresses below:

QUEEN RIVER HOLDINGS LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

LINKS HEALTHCARE GROUP LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

BETTER CARE, INCORPORATED
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

BRIDGEWATER BAY HOLDINGS LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

BRISTOL BAY HOLDINGS LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

CHESAPEAKE BAY HOLDINGS LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

DANUBE RIVER HOLDINGS LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

ENGLISH CHANNEL HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

FLETCHER COVE HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

GLACIER BAY HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

HALF MOON BAY HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

JACKSON RIVER HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

KENAI RIVER HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

LA JOLLA COVE HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

MALIBU BEACH HOLDINGS, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

NEWPORT BEACH HOLDINGS LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

SAN DIEGO BAY HOLDINGS, LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

UTAH LAKE HOLDINGS LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

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

LINKS employed Ms. Chand as an hourly paid, non-exempt employee from approximately May 2023 to November 2024. Ms. Chand worked for LINKS as a Certified Nursing Assistant at its skilled nursing facility, Riverbank Post Acute, located at 2649 Topeka Street, Riverbank, California 95367. During her employment, Ms. Chand typically worked twelve (12) hours per day, and three (3) to four (4) days per week. At the time Ms. Chand's employment with LINKS ended, she earned approximately \$22.46 per hour. Her job duties included, without limitation, dressing and grooming residents, emptying catheters, transferring residents to and from bed and chair, changing linens, and recording residents' healthcare information.

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

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

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

QUEEN RIVER HOLDINGS LLC; BRISTOL BAY HOLDINGS LLC; CHESAPEAKE BAY HOLDINGS LLC; DANUBE RIVER HOLDINGS LLC; ENGLISH CHANNEL HOLDINGS, LLC; FLETCHER COVE HOLDINGS, LLC; GLACIER BAY HOLDINGS, LLC; HALF MOON BAY HOLDINGS, LLC; JACKSON RIVER HOLDINGS, LLC; KENAI RIVER HOLDINGS, LLC; LA JOLLA COVE HOLDINGS, LLC; MALIBU BEACH HOLDINGS, LLC; NEWPORT BEACH HOLDINGS LLC; SAN DIEGO BAY HOLDINGS, LLC; and UTAH LAKE HOLDINGS LLC are California limited liability companies. LINKS HEALTHCARE GROUP LLC and BRIDGEWATER BAY HOLDINGS LLC are Delaware limited liability companies. BETTER CARE, INCORPORATED is a California corporation. Together, they own and operate skilled nursing and assisted living facilities throughout California. Upon information and belief, LINKS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Diego, California, for all non-exempt, hourly paid employees working for LINKS in California, including Ms. Chand and other aggrieved employees. At all relevant times, LINKS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Chand and other aggrieved employees, regardless of their location or position.

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

Violation of California Labor Code §§ 510, 511, 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.

California Labor Code section 511 and the applicable IWC Wage Order allow employers, with the employees' approval, to offer an alternative workweek schedule that authorizes employees to work no more than ten (10) hours per day within a 40-hour workweek without receiving overtime compensation. An alternative workweek schedule must pay the employees overtime at one and one-half times their regular hourly rate for work in excess of ten (10) hours per day or forty (40) hours per week. The applicable IWC Wage Order also allows employees in the healthcare industry to work in excess of ten (10) hours but not more than 12 hours per day within a 40-hour workweek without receiving overtime compensation. Overtime must be paid at twice the employees' regular hourly rate for work in excess of twelve (12) hours a day. Labor Code 511 and the applicable IWC Wage order further provide that an employer may not implement an alternative workweek schedule unless at least two-thirds of the affected employees approve the schedule through a secret ballot election, and the results must be reported to the California Division of Labor Standards Enforcement within 30 days after the results are final.

LINKS willfully failed to pay all overtime wages owed to Ms. Chand and other aggrieved employees. During the relevant time period, Ms. Chand 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, LINKS had, and continues to have, company-wide policies and/or practices of understaffing its facilities such that there were too few employees on duty to handle the heavy workload. Because LINKS did not employ or staff a sufficient number of employees to meet resident demand, there was no one available to relieve employees needing meal period coverage, and Ms. Chand and other aggrieved employees did not receive all uninterrupted meal periods to which they were entitled. Further, LINKS had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Ms. Chand and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Chand sometimes missed her first meal periods because she was responsible for caring for about 13 residents and lacked meal period coverage. In addition, due to understaffing, Ms. Chand had to cut her meal periods short 1-2 times per week to help other employees with resident care.

Second, because LINKS frowned upon employees accruing meal period premiums, LINKS's management pressured employees to clock out for meal periods, upon threat of discipline, even when they did not receive a compliant meal period. For example, Ms. Chand was instructed by LINKS's management to clock out for her meal period but to continue working through her unpaid meal period if she was busy with residents. Thus, LINKS did not record all hours worked during meal periods, and Ms. Chand and other aggrieved employees performed work during meal periods for which they were not paid.

Third, on information and belief, LINKS had, and continues to have, a company-wide policy and/or practice of failing to pay proper overtime when they required Ms. Chand and other aggrieved employees to work outside of their regularly scheduled alternative workweek schedule and failed to pay all applicable overtime and/or double-time compensation owed for such hours of work. In addition, on information and belief, to the extent LINKS implemented an alternative workweek schedule as to Ms. Chand and other aggrieved employees, LINKS failed to comply with all requirements for implementing an alternative workweek schedule, including, but not limited to, holding proper workweek elections for the employees working alternative workweeks. Accordingly, LINKS owes Ms. Chand and other aggrieved employees unpaid overtime wages.

LINKS knew or should have known that as a result of these company-wide practices and/or policies, Ms. Chand and other aggrieved employees were performing their assigned duties off-the-clock during their meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Chand and other aggrieved employees worked shifts of eight (8) hours or more a day and/or shifts of twelve (12) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Chand and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

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

Violation of California Labor Code §§ 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1182.15, 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 suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act.” Cal. Code Regs. tit. 8, § 11050(2)(M) (defining “Hours Worked”).

As set forth above, during the relevant time period, due to LINKS’s uniform policies and/or practices of understaffing, assigning heavy workloads, and resultant lack of meal period coverage, Ms. Chand and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, in order to limit meal period premiums that LINKS would otherwise owe, LINKS pressured Ms. Chand and other aggrieved employees to clock out for meal periods, upon threat of discipline, even when meal periods were missed, short, and/or interrupted. Thus, LINKS systematically failed to pay Ms. Chand and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

LINKS did not pay at least minimum wages for all hours worked by Ms. Chand and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, LINKS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198.

Accordingly, LINKS regularly failed to pay at least minimum wages to Ms. Chand and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198. Ms. Chand and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring LINKS into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee’s regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. The applicable IWC Wage Order further provides that employees in the healthcare industry who

work shifts in excess of eight (8) hours in a workday may waive one of their two meal periods, if the waiver is signed by both the employee and employer. Cal. Code Regs. tit. 8, § 11050(11)(D).

During the relevant time period, LINKS had, and continues to have, company-wide policies and/or practices of understaffing its facilities such that there were too few employees on duty to handle the heavy workload. Because LINKS did not employ or staff a sufficient number of employees to meet resident demand, there was no one available to relieve employees needing meal period coverage, and Ms. Chand and other aggrieved employees did not receive all timely, uninterrupted meal periods to which they were entitled. Further, LINKS had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Ms. Chand and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Chand and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Chand sometimes missed her first meal periods because she was responsible for caring for over 13 residents and lacked meal period coverage. Additionally, Ms. Chand had to cut her meal periods short 1-2 times per week to help other employees with resident care. For the same reasons, Ms. Chand also had to take her meal period late, after the fifth hour of work, about 2-3 times per week.

Second, as stated, because LINKS frowned upon employees accruing meal period premiums, LINKS's management pressured employees to clock out for meal periods, upon threat of discipline, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by LINKS. For example, as stated, Ms. Chand was instructed by her manager to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods.

Third, LINKS did not provide Ms. Chand and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. For example, during the relevant time period, Ms. Chand regularly worked shifts in excess of 10 hours in one day and never took a second meal period. Ms. Chand and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

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

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

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

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

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, LINKS regularly failed to authorize and permit Ms. Chand and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, LINKS's company-wide practices, including understaffing and assigning heavy workloads, prevented Ms. Chand and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, LINKS failed to schedule rest periods, which, coupled with LINKS's failure to provide adequate rest period coverage, further led to Ms. Chand and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, during the relevant time period, LINKS maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Chand and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Chand and other aggrieved employees were restricted from leaving the premises during rest periods, even when they were not in sole charge of residents, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, LINKS effectively maintained control over Ms. Chand and/or other aggrieved employees during rest periods.

As a result of LINKS's practices and policies, Ms. Chand and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Chand often had to forgo her rest periods due to the heavy workload, understaffing, and LINKS's failure to schedule rest periods for employees.

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

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

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

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

During the relevant time period, LINKS has knowingly and intentionally provided Ms. Chand and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, LINKS issued uniform wage statements to Ms. Chand and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, LINKS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

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

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

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), LINKS willfully failed to maintain accurate payroll records for Ms. Chand 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, LINKS engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Chand and other aggrieved employees, in violation of section 1198. Also, in light of LINKS’s failure to provide Ms. Chand and other aggrieved employees with second 30-minute meal periods to which they were entitled, LINKS kept no records of meal start and end times for second meal periods.

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

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

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

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

During the relevant time period, LINKS failed to pay Ms. Chand and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

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

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

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

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

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, LINKS, on a company-wide basis, required Ms. Chand and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones and/or mobile data, to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Chand and other aggrieved employees used their personal mobile devices to communicate with LINKS's management regarding work-related matters, such as issues with residents. Although LINKS required Ms. Chand and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, LINKS failed to fully reimburse them for their costs incurred.

LINKS could have provided Ms. Chand and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices; or LINKS could have reimbursed employees for the costs of their mobile device usage. Instead, LINKS passed these operating costs onto Ms. Chand and other aggrieved employees. At all relevant times, Ms. Chand did not earn at least two (2) times the minimum wage.

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

California Labor Code § 558(a)

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

Accordingly, Ms. Chand seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Chand acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against LINKS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 1174(d), 1182.12, 1182.15, 1194, 1197, 1197.1, 1198, and 2802.

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

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

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

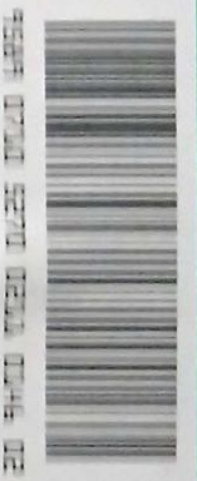
Best Regards,



Sairah Budhwani

Copy: QUEEN RIVER HOLDINGS LLC (via U.S. Certified Mail); LINKS HEALTHCARE GROUP LLC (via U.S. Certified Mail); BETTER CARE, INCORPORATED (via U.S. Certified Mail); BRIDGEWATER BAY HOLDINGS LLC (via U.S. Certified Mail); BRISTOL BAY HOLDINGS LLC (via U.S. Certified Mail); CHESAPEAKE BAY HOLDINGS LLC (via U.S. Certified Mail); DANUBE RIVER HOLDINGS LLC (via U.S. Certified Mail); ENGLISH CHANNEL HOLDINGS, LLC (via U.S. Certified Mail); FLETCHER COVE HOLDINGS, LLC (via U.S. Certified Mail); GLACIER BAY HOLDINGS, LLC (via U.S. Certified Mail); HALF MOON BAY HOLDINGS, LLC (via U.S. Certified Mail); JACKSON RIVER HOLDINGS, LLC (via U.S. Certified Mail); KENAI RIVER HOLDINGS, LLC (via U.S. Certified Mail); LA JOLLA COVE HOLDINGS, LLC (via U.S. Certified Mail); MALIBU BEACH HOLDINGS, LLC (via U.S. Certified Mail); NEWPORT BEACH HOLDINGS LLC (via U.S. Certified Mail); SAN DIEGO BAY HOLDINGS, LLC (via U.S. Certified Mail); UTAH LAKE HOLDINGS LLC (via U.S. Certified Mail)

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



Queen River Holdings LLC
 16544 FRANZEN FARM RD
 SAN DIEGO, CA 92127

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 SAN DIEGO, CA 92127

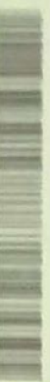
COMPLETE INFORMATION

1. Complete return address
 2. Postage paid and postage on the reverse

COMPLETE INFORMATION ON DELIVERY

3. Signature
 4. Recipient's (Printed Name)
 5. To deliver address different from item 1? ☐ Yes ☒ No
 6. VEC, enter delivery address below: ☐ No ☒ Yes

Queen River Holdings LLC
 16544 FRANZEN FARM RD
 SAN DIEGO, CA 92127



9590 0402 8903 4005 5892 82

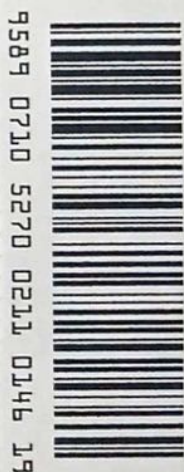
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PSN 5001 0811 July 2020 998 7384-2-500-8008

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

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

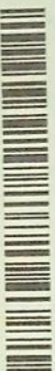


Links Healthcare Group LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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Links Healthcare Group LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



9590 9402 8803 4005 5692 75

2 Article Number (Transfer from service label)

9589 0710 5270 0211 0146 19

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COMPLETE THIS 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:

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

iii Restricted Delivery

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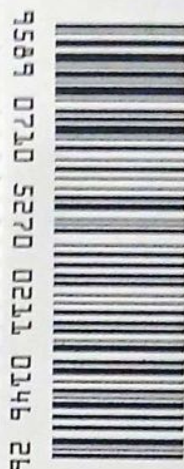
CHAND V. QUEEN

Extra Services & Fees (check box, add dollar amount in parentheses)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Links Healthcare Group LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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Better Care, Incorporated
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

Better Care, Incorporated
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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Return Receipt (electronic) \$

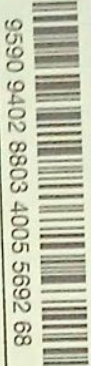
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Better Care, Incorporated
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



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A. Signature

X

Received by (Printed Name)

□ Agent

□ Addressee

C. Date of Delivery

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

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

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Los Angeles, CA. 90067



Chesapeake Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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

Chesapeake Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

9590 9402 8803 4005 5692 37

2. Article Number (Transfer from service label)
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A. Signature
X

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

☐ Adult Signature	☐ Priority Mail Express®
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☐ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
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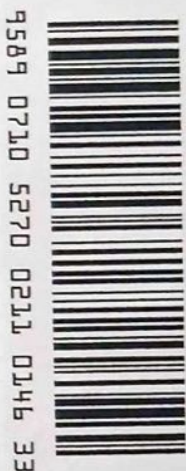
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9589 0710 5270 0211 0146 33

Bridgewater Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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Bridgewater Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



9590 9402 8803 4005 5692 51

2. Article Number (Transfer from service label)

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A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
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- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
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Bridgewater Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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Bristol Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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1
Bristol Bay Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

2
Article Number (Transfer from service label)
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A. Signature ☒ Agent ☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
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☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
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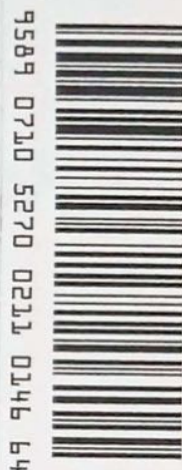
Extra Services & Fees (Printed box):
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery

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Bristol Bay Holdings LLC
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Danube River Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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Danube River Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

City, S

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Danube River Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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

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



9590 9402 8803 4005 5692 20

2. Article Number (Transfer from service label)

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3. Service Type
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| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
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Fletcher Cove Holdings, LLC
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Fletcher Cove Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

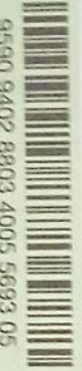
Received by (Printed Name)

G. Date of Delivery

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

3. Service Type

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- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
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- ☐ Signature Confirmation Restricted Delivery



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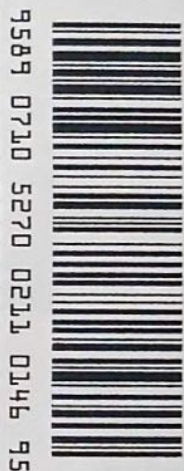
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Glacier Bay Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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☐ Adult

☐ Adult

Postage

Total P

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Street a

City, Sta

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Glacier Bay Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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Glacier Bay Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

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

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail[®]

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

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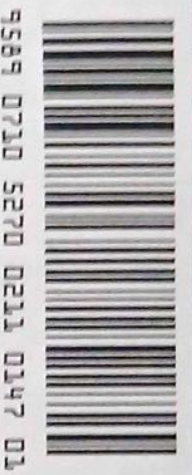
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9589 0710 5270 0211 0146 95

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Los Angeles, CA 90067



Half Moon Bay Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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Half Moon Bay Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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

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



9590 9402 8803 4005 5693 29

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0147 01

- Service Type
- ☐ Adult Signature
 - ☒ Adult Signature Restricted Delivery
 - ☐ Certified Mail[®]
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express[®]
 - ☐ Registered Mail[™]
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation[™]
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1875 Century Park, East, 1000
Los Angeles, CA. 90067



9589 0710 5270 0211 0147 18

Jackson River Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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.

Jackson River Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

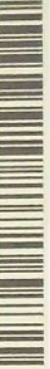
COMPLETE THIS SECTION ON DELIVERY

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

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

Service Type

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



9590 9402 8803 4005 5693 36

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0147 18

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

Domestic Return Receipt

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Certified Mail Fee

Each Service & Fee (Check box and fee)
☒ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery Fee

CHAND V. QUEEN

Jackson River Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

PS Form 3800, January 2024 PSN 7530-02-000-9047 See Reverse for Instructions

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



9589 0710 5270 0211 0147 25

Kenai River Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

SENDER: COMPLETE THIS SECTION

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

Kenai River Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

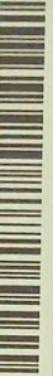
COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Received by (Printed Name)

C. Date of Delivery
☐ Agent
☐ Addressee

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



9590 9402 8803 4005 5693 43

Article Number (Transfer from service label)

9589 0710 5270 0211 0147 25

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Certified Mail Fee

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

CHAND V. QUEEN

Kenai River Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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PS Form 3800, January 2023 PSN 7530-02-000-9007 See Reverse for Instructions

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



9589 0710 5270 0211 0147 32

La Jolla Cove Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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.

La Jolla Cove Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127



9590 9402 8803 4005 5693 50

Article Number (Transfer from service label)

9589 0710 5270 0211 0147 32

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

Domestic Return Receipt

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ C.

☐ A.

☐ A.

Posta

Total

\$

Sent

City, State

ZIP+4

La Jolla Cove Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

CHAND V. QUEEN

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

9589 0710 5270 0211 0147 49

Malibu Beach Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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Official Use

Signature of Addressee
CHAND V. QUEEN

Signature of Mail Carrier
[Signature]

Malibu Beach Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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

SENDER: COMPLETE THIS SECTION

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

Malibu Beach Holdings, LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

9590 9402 8803 4005 5693 67

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0147 49

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Received by (Printed Name) C. Date of Delivery

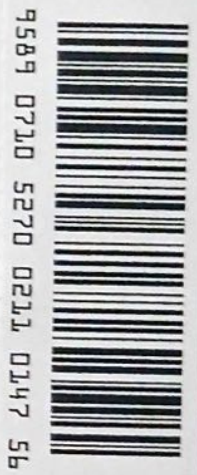
Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

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

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

Domestic Return Receipt

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



Newport Beach Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse
See Back for more sections that need to exist

Newport Beach Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

9589 0710 5270 0211 0147 56

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery

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

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

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

Domestic Return Receipt

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OFFICIAL USE

Certified Mail Fee
Extra Services & Fees (check box, add fee)
☒ Return Receipt (hardcopy) \$
☐ Insured (over \$500) \$
☐ Signature Confirmation (over \$500) \$

CHAND V. QUEEN

Newport Beach Holdings LLC
16544 FRANZEN FARM RD
SAN DIEGO, CA 92127

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



9589 0710 5270 0211 0147 63

San Diego Bay Holdings, LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

9589 0710 5270 0211 0147 63

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CHAND V. QUEEN

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

San Diego Bay Holdings, LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

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

SENDER: COMPLETE THIS SECTION

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

San Diego Bay Holdings, LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127



9590 9402 8803 4005 5693 81

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0147 63

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

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

Domestic Return Receipt

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

CERTIFIED MAIL



9589 0710 5270 0211 0147 70

Utah Lake Holdings LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

9589 0710 5270 0211 0147 70

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Extra Services & Fees (check box, and \$)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)

CHAND V. QUEEN

Utah Lake Holdings LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

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

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

Utah Lake Holdings LLC
16544 FRANZEN FARM ROAD
SAN DIEGO, CA 92127

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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



9590 9402 8803 4005 5693 98

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0147 70

Service Type

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

Printed Delivery

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Domestic Return Receipt