

Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
Helga Hakimi (SBN 257381)
Helga.Hakimi@capstonelawyers.com
Roxanna Tabatabaeepour (SBN 260187)
Roxanna.Taba@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Heather Cook

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

23CV411346

Case No.:

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

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

Jury Trial Demanded

HEATHER COOK, as an aggrieved
employee pursuant to the Private Attorneys
General Act (“PAGA”), on behalf of the
State of California and other aggrieved
employees,

Plaintiff,

vs.

GOGRIIS CORPORATION, a California
corporation; GOGRIIS J424
CORPORATION, a California corporation;
GOGRIIS J4366 CORPORATION, a
California corporation; GOGRIIS J447
CORPORATION, a California corporation;
INDMEX CORPORATION, a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

1 Plaintiff Heather Cook, as an aggrieved employee and on behalf of the State of
2 California and all other aggrieved employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on December 14, 2022, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

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

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

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ or employed persons
3 within the County of Santa Clara and have violated the requirements of the California Labor
4 Code and applicable IWC Wage Order in this county which give rise to the penalties sought in
5 this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements
6 of the California Labor Code and applicable IWC Wage Order in at least one (1) location
7 within the County of Santa Clara, including Defendants' restaurant located in San Jose (148
8 East San Carlos Street, San Jose, California 95112). Pursuant to California Civil Code of
9 Procedure section 393, venue is proper for the recovery of a penalty imposed by statute in the
10 county in which the cause, or some part of the cause, arose. Because Defendants have
11 employees in Santa Clara County, and Plaintiff could bring an action filed under PAGA in any
12 county in which an aggrieved employee worked and Labor Code violations occurred, venue is
13 proper. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal.
14 App. 5th 1069 (2021).

15 5. California Labor Code sections 2698, *et seq.*, the "Labor Code Private
16 Attorneys General Act of 2004" ("PAGA"), authorize aggrieved employees to sue as private
17 attorneys general their current or former employers for various civil penalties for violations of
18 various provisions in the California Labor Code.

19 THE PARTIES

20 6. Plaintiff Heather Cook is a resident of Klamath, in Del Norte County,
21 California. Defendants employed Plaintiff as an hourly paid, non-exempt Crew Member from
22 approximately February 2022 to May 2022. Plaintiff worked for Defendants at their
23 restaurant located in Crescent City, California. During her employment, Plaintiff typically
24 worked eight (8) to nine (9) hours per day and five (5) or more days per week. At the time
25 Plaintiff's employment with Defendants ended, she earned approximately \$15.00 per hour.
26 Her job duties included, without limitation, restocking inventory, taking orders, serving and
27 preparing food, and conducting point of sale transactions.

28 7. GOGRIIS CORPORATION was and is, upon information and belief, a

1 California corporation, and at all times hereinafter mentioned, an employer whose employees
2 are engaged throughout this county and the State of California.

3 8. GOGRIJ J424 CORPORATION was and is, upon information and belief, a
4 California corporation, and at all times hereinafter mentioned, an employer whose employees
5 are engaged throughout this county and the State of California.

6 9. GOGRIJ J4366 CORPORATION was and is, upon information and belief, a
7 California corporation, and at all times hereinafter mentioned, an employer whose employees
8 are engaged throughout this county and the State of California.

9 10. GOGRIJ J447 CORPORATION was and is, upon information and belief, a
10 California corporation, and at all times hereinafter mentioned, an employer whose employees
11 are engaged throughout this county and the State of California.

12 11. INDMEX CORPORATION was and is, upon information and belief, a
13 California corporation, and at all times hereinafter mentioned, an employer whose employees
14 are engaged throughout this county and the State of California.

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

19 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
20 were the partners, agents, owners, or managers of GOGRIJ CORPORATION, GOGRIJ J424
21 CORPORATION, GOGRIJ J4366 CORPORATION, GOGRIJ J447 CORPORATION, and
22 INDMEX CORPORATION, at all relevant times.

23 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the
24 acts and omissions alleged herein was performed by, or is attributable to, GOGRIJ
25 CORPORATION, GOGRIJ J424 CORPORATION, GOGRIJ J4366 CORPORATION,
26 GOGRIJ J447 CORPORATION, INDMEX CORPORATION, and/or DOES 1 through 10
27 (collectively, "Defendants" or "GOGRIJ"), each acting as the agent, employee, alter ego,
28 and/or joint venturer of, or working in concert with, each of the other co-Defendants and was

1 acting within the course and scope of such agency, employment, joint venture, or concerted
2 activity with legal authority to act on the others' behalf. The acts of any and all Defendants
3 were in accordance with, and represent, the official policy of Defendants.

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

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

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

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

- 25 (a) jointly exercised meaningful control over the work performed by
26 Plaintiff and other non-party Aggrieved Employees;
- 27 (b) jointly exercised meaningful control over Plaintiff's and other non-party
28 Aggrieved Employees' wages, hours, and working conditions, including

1 the quantity, quality standards, speed, scheduling, and operative details
2 of the tasks performed by Plaintiff and other non-party Aggrieved
3 Employees;

4 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
5 perform work which is an integral part of Defendants' businesses; and

6 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
7 Employees as a matter of economic reality in that Plaintiff and other
8 non-party Aggrieved Employees were dependent on Defendants, who
9 shared the power to set the wages of Plaintiff and other non-party
10 Aggrieved Employees and determined their working conditions, and
11 who jointly reaped the benefits from the underpayment of their wages
12 and noncompliance with other statutory provisions governing their
13 employment.

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

17 20. GOGRIIS CORPORATION, GOGRIIS J424 CORPORATION, GOGRIIS J4366
18 CORPORATION, GOGRIIS J447 CORPORATION, INDMEX CORPORATION, and DOES
19 1 through 10 are therefore alter egos of each other.

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

23 22. Plaintiff further alleges, upon information and belief, that Defendants GOGRIIS
24 CORPORATION, GOGRIIS J424 CORPORATION, GOGRIIS J4366 CORPORATION,
25 GOGRIIS J447 CORPORATION, and INDMEX CORPORATION are alter egos of each other
26 for the following reasons:

27 (a) On the California Secretary of State's website
28 (<https://bizfileonline.sos.ca.gov/>), GOGRIIS CORPORATION, GOGRIIS

J424 CORPORATION, GOGRI J4366 CORPORATION, GOGRI J447 CORPORATION, and INDMEX CORPORATION share the same entity address and mailing address, “404 MIWOK CT, FREMONT, CA 94539” and “43575 MISSION BL, #707, FREMONT, CA 94539,” respectively;

(b) According to information filed with the California Secretary of State, GOGRI CORPORATION, GOGRI J424 CORPORATION, GOGRI J4366 CORPORATION, GOGRI J447 CORPORATION, and INDMEX CORPORATION share the same officers and directors, including Karan Gogri and Shilpa Gogri;

(c) On information and belief, GOGRI CORPORATION, GOGRI J424 CORPORATION, GOGRI J4366 CORPORATION, GOGRI J447 CORPORATION, and INDMEX CORPORATION share the same agent for service of process, “SHILPA GOGRI;” and

(d) On information and belief, GOGRI CORPORATION, GOGRI J424 CORPORATION, GOGRI J4366 CORPORATION, GOGRI J447 CORPORATION, and INDMEX CORPORATION utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

23. Defendants are franchisees of Jack in the Box restaurants and have approximately 10 restaurants in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their corporate headquarters in Fremont, California, which is responsible for 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.

24. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies.

1 Upon information and belief, the usage of standardized documents and/or written policies,
2 including new-hire documents, indicate that Defendants dictated policies at the corporate level
3 and implemented them company-wide, regardless of their employees' assigned locations or
4 positions. Upon information and belief, Defendants set forth uniform policies and procedures
5 in several documents provided at an employee's time of hire.

6 25. Upon information and belief, Defendants maintain a centralized Payroll
7 department at their corporate headquarters in Fremont, California, which processes payroll for
8 all non-exempt, hourly paid employees working for Defendants at their various locations and
9 jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based
10 upon information and belief, Defendants issue the same formatted wage statements to all non-
11 exempt, hourly paid employees in California, irrespective of their work locations. Upon
12 information and belief, Defendants process payroll for departing employees in the same
13 manner throughout the State of California, regardless of the manner in which each employee's
14 employment ends.

15 26. Defendants continue to employ non-exempt or hourly paid employees in
16 California.

17 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
19 and advisors knowledgeable about California labor and wage law, employment and personnel
20 practices, and about the requirements of California law.

21 28. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
22 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
23 were not recorded.

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

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

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 receive at least minimum wages for compensation and that they were not receiving at least
3 minimum wages for work that was required to be done off-the-clock. In violation of the
4 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
5 least minimum wages for work done off-the-clock.

6 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
9 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
10 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
11 other non-party Aggrieved Employees were not provided with all meal periods or payment of
12 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
13 uninterrupted, thirty (30) minute meal period.

14 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
16 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
17 payment of one (1) additional hour of pay at their regular rates of pay when they were not
18 authorized and permitted to take a compliant rest period. In violation of the California Labor
19 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted
20 to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party
21 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of
22 pay when they were not authorized and permitted to take a compliant rest period.

23 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 receive complete and accurate wage statements in accordance with California law. In
26 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
27 were not provided complete and accurate wage statements.

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

1 should have known that they had a duty to maintain accurate and complete payroll records in
2 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
3 knowingly, and intentionally failed to do so.

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

10 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 timely payment of wages during their employment. In violation of the California Labor Code,
13 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
14 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
15 premiums, within permissible time periods.

16 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 the portion of wages previously paid and subsequently unlawfully deducted by Defendants.

19 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 payment of wages as designated by statute. In violation of the California Labor Code,
22 Defendants secretly paid Plaintiff and other non-party Aggrieved Employees lower wages
23 than required by statute while purporting to pay them proper wages.

24 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that they were not permitted to compel or coerce Plaintiff and other non-
26 party Aggrieved Employees to patronize their business in the purchase of anything of value,
27 but did, in fact, require Plaintiff and other non-party Aggrieved Employees to purchase
28 various items, including uniforms, from Defendants.

1 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 one day's rest in seven. In violation of the California Labor Code, Defendants required
4 Plaintiff and other non-party Aggrieved Employees to work more than six consecutive days
5 without a day of rest, where the total hours worked exceeded 30 hours in any week or six
6 hours in any one day thereof.

7 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 suitable resting facilities to cease work and recover during meal or rest periods, but failed to
10 provide suitable resting facilities.

11 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
13 suitable seating and/or were entitled to sit when it did not interfere with the performance of
14 their duties and also have seats nearby to use during a lull in tasks that do require moving
15 about or standing. In violation of the California Labor Code and applicable IWC Wage Order,
16 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees suitable
17 seating.

18 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 receive reimbursement for all business-related expenses and costs they incurred during the
21 course and scope of their employment and that they did not receive reimbursement of
22 applicable business-related expenses and costs incurred.

23 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein
24 mentioned, Defendants knew or should have known that Defendants had a duty to provide
25 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
26 of their employment with Defendants as required by the California Wage Theft Prevention
27 Act, but failed to do so.

28 45. Plaintiff is informed and believes, and thereon alleges, that at all times herein

1 mentioned, Defendants knew or should have known that they had a duty to compensate
2 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
3 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
4 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
5 that they were properly denied wages, all in order to increase Defendants' profits.

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

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

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

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

- 21 (a) The aggrieved employee shall give written notice by online filing
22 (hereinafter "Employee's Notice") to the LWDA and by certified mail
23 to the employer of the specific provisions of the California Labor Code
24 alleged to have been violated, including the facts and theories to support
25 the alleged violations.
- 26 (b) An aggrieved employee's notice filed with the LWDA pursuant to
27 2699.3(a) and any employer response to that notice shall be
28 accompanied by a filing fee of seventy-five dollars (\$75).

1 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
2 employer and the aggrieved employee by certified mail that it does not
3 intend to investigate the alleged violation within sixty (60) calendar
4 days of the postmark date of the Employee’s Notice. Upon receipt of
5 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
6 five (65) calendar days of the postmark date of the Employee’s Notice,
7 the aggrieved employee may commence a civil action pursuant to
8 California Labor Code section 2699 to recover civil penalties in addition
9 to any other penalties to which the employee may be entitled.

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

14 (a) The aggrieved employee or representative shall give written notice by
15 online filing to the LWDA and by certified mail to the employer of the
16 specific provisions of the California Labor Code alleged to have been
17 violated (other than those listed in Section 2699.5), including the facts
18 and theories to support the alleged violation.

19 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
20 2699.3(c) and any employer response to that notice shall be
21 accompanied by a filing fee of seventy-five dollars (\$75).

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

1 civil action pursuant to Section 2699.

2 51. On December 14, 2022, Plaintiff provided written notice by online filing to the
3 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
4 Code alleged to have been violated, including facts and theories to support the alleged
5 violations, in accordance with California Labor Code section 2699.3. Plaintiff’s written
6 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
7 LWDA PAGA Administrator has confirmed receipt of Plaintiff’s written notice and assigned
8 Plaintiff PAGA Case Number LWDA-CM-924447-22. A true and correct copy of Plaintiff’s
9 written notice to the LWDA and Defendants dated December 14, 2022, is attached hereto as
10 “Exhibit 1.”

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

14 53. Thus, Plaintiff has satisfied the administrative prerequisites under California
15 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
16 violations of California Labor Code sections 201, 202, 204, 221, 223, 224, 450, 551, 552,
17 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

18 54. Labor Code section 558(a) provides “[a]ny employer or other person acting on
19 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
20 provision regulating hours and days of work in any order of the Industrial Welfare
21 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
22 dollars (\$50) for each underpaid employee for each pay period for which the employee was
23 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
24 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
25 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
26 to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest
27 as a private attorney general, seeks assessment and collection of civil penalties under Labor
28 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of

1 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
2 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as private
3 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
4 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
5 applicable IWC Wage Order.

6 55. Defendants, at all times relevant to this complaint, were employers or persons
7 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
8 Employees' rights by violating various sections of the California Labor Code as set forth
9 above.

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

13 57. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
14 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
15 private attorney general, seeks assessment and collection of civil penalties for herself, all other
16 non-party Aggrieved Employees, and the State of California against Defendants for violations
17 of California Labor Code sections 201, 202, 204, 221, 223, 224, 450, 551, 552, 226(a), 226.7,
18 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

19 **FIRST CAUSE OF ACTION**

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

21 **(Against all Defendants)**

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

24 59. California Labor Code §§ 2698, *et seq.* ("PAGA") permit Plaintiff to recover
25 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
26 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 221, 223, 224,
27 450, 551, 552, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802.
28 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover

1 civil penalties for violations of those Labor Code sections not found in section 2699.5,
2 including sections 516, 1182.12, and 2810.5.

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

- 5 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
6 Wage Order for Defendants' failure to compensate Plaintiff and other
7 non-party Aggrieved Employees with all required overtime, as set forth
8 below;
- 9 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
10 the applicable IWC Wage Order for Defendants' failure to compensate
11 Plaintiff and other non-party Aggrieved Employees with at least
12 minimum wages for all hours worked, as set forth below;
- 13 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
14 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
15 and other non-party Aggrieved Employees with meal periods, as set
16 forth below;
- 17 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
18 applicable IWC Wage Order for Defendants' failure to authorize and
19 permit Plaintiff and other non-party Aggrieved Employees to take rest
20 periods, as set forth below;
- 21 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
22 IWC Wage Order for failure to provide accurate and complete wage
23 statements to Plaintiff and other non-party Aggrieved Employees, as set
24 forth below;
- 25 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
26 IWC Wage Order for failure to maintain payroll records, as set forth
27 below;
- 28 (g) Violation of Labor Code section 204 for failure to pay all earned wages

during employment, as set forth below;

- (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as set forth below;
- (i) Violation of Labor Code sections 221 and 224 for unlawfully deducting a portion of wages previously paid to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (j) Violation of Labor Code section 223 for secretly paying Plaintiff and other non-party Aggrieved Employees lower wages than required by statute, while purporting to pay the proper wages, as set forth below;
- (k) Violation of Labor Code section 450 for compelling Plaintiff and other non-party Aggrieved Employees to patronize Defendants' or any other person's business in the purchase of anything of value, as set forth below;
- (l) Violation of Labor Code sections 551 and 552 for failure to provide one day's rest in seven to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (m) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failure to provide suitable resting facilities to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (n) Violation of Labor Code section 1198 for failing to provide suitable seating to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (o) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below; and
- (p) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and other non-party Aggrieved Employees' employment with Defendants, as set

1 forth below.

2 **FAILURE TO PAY OVERTIME**

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

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

9 62. California Labor Code section 1198 and the applicable IWC Wage Order
10 provide that it is unlawful to employ persons without compensating them at a rate of pay
11 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
12 number of hours worked by the person on a daily or weekly basis.

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

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

23 65. California Labor Code section 510 codifies the right to overtime compensation
24 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
25 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
26 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
27 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
28 in a day on the seventh (7th) day of work.

1 66. During the relevant time period, Defendants willfully failed to pay all overtime
2 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
3 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
4 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
5 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
6 not recorded.

7 67. First, during the relevant time period, Defendants had, and continue to have, a
8 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
9 party Aggrieved Employees from recording hours worked that were outside of their scheduled
10 shifts in order to limit the amount of overtime employees could accrue. This policy of
11 limiting overtime, coupled with Defendants' use of labor budgets and assignment of heavy
12 workloads (*see infra*), led Plaintiff and other non-party Aggrieved Employees to work off-the-
13 clock before and after their scheduled shift times. Indeed, Defendants implemented a
14 timekeeping system that prevented employees from clocking in until 30 minutes before their
15 scheduled shifts so that they were prohibited from recording the entire time worked prior to
16 the start of their scheduled shifts. Consequently, on information and belief, Plaintiff and other
17 non-party Aggrieved Employees performed work prior to the start of their shift, but were
18 unable to record this time. For example, Plaintiff was sometimes called in to report to work
19 one hour before scheduled shift start time, but would not be permitted to clock in until 30
20 minutes before her scheduled shift start time. Upon information and belief, when Plaintiff
21 attempted to clock in as soon as she reported to work, one hour prior to her scheduled shift
22 start time, Defendants' management would alter and/or falsify time records to shave off the
23 time Plaintiff spent working prior to 30 minutes before her scheduled shift start time. As a
24 further example, about 2-3 times per week, Defendants' management required Plaintiff to start
25 working immediately, before she was able to clock in for the start of her shift, because the
26 restaurant was busy. Thus, Plaintiff would work but was not permitted to clock in and record
27 this time spent working.

28 68. Further, Defendants' management required that Plaintiff and other non-party

1 Aggrieved Employees clock out at the end of their scheduled shifts and continue working.
2 For example, Plaintiff clocked out and continued performing her duties, such as preparing
3 food and restocking inventory, or waiting for the next shift to arrive before she could leave for
4 the day. Additionally, Defendants' supervisors contacted Plaintiff on her personal cellular
5 phone about work-related matters on days she was not scheduled to work, for about 20
6 minutes per instance, but did not compensate her for this time. Thus, Defendants failed to
7 track the time Plaintiff and other non-party Aggrieved Employees spent working before and
8 after their scheduled shifts, and Plaintiff and other non-party Aggrieved Employees received
9 no compensation for this time.

10 69. Moreover, as part of this practice of circumventing the payment of overtime
11 wages to minimize labor costs, Defendants utilized a uniform timekeeping system that
12 automatically clocked-out and locked out employees during a once- or twice-weekly "reboot"
13 of the system. Indeed, when resetting, Defendants' timekeeping system locked the point-of-
14 sale ("POS") machines that Plaintiff and other non-party Aggrieved Employees used to clock
15 in and clock out, so that they were forced to clock out and continue working while off-the-
16 clock before being able to log back into the POS system to clock in once the reset had been
17 completed, time for which they were not paid.

18 70. Second, during the relevant time period, Defendants had, and continue to have,
19 a company-wide policy of strictly staffing their restaurant locations based on the labor hours
20 allocated by each location's labor or payroll budget set by corporate. This practice of labor
21 budgeting and/or limited payroll allocation, combined with the assignment of heavy
22 workloads, has resulted in chronic understaffing and a lack of adequate meal period coverage,
23 because there were too few employees on duty to handle the workload. This practice, coupled
24 with a company-wide policy and/or practice of failing to schedule meal periods, further
25 caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties
26 for compliant meal periods. As a result of this lack of meal period coverage, Plaintiff and
27 other non-party Aggrieved Employees were not always afforded uninterrupted 30-minute meal
28 periods during shifts when they were entitled to receive a meal period. For example, Plaintiff

1 and other non-party Aggrieved Employees were required to work through or return early from
2 meal periods due to the heavy workload and understaffing. As a further example, Plaintiff
3 would regularly have her meal periods interrupted and/or shortened to return to work and
4 operate the grill, due to the lack of coverage. Consequently, Plaintiff and other non-party
5 Aggrieved Employees performed work during meal periods for which they were not paid.

6 71. Third, on information and belief, Defendants maintained a company-wide on-
7 premises meal period policy, which mandated that Plaintiff and other non-party Aggrieved
8 Employees remain on Defendants' premises during their unpaid meal periods. Because
9 Plaintiff and other non-party Aggrieved Employees were restricted from leaving the premises
10 during meal periods, they were denied the ability to use their meal periods freely for their own
11 purposes. For example, Plaintiff and other non-party Aggrieved Employees were unable to
12 take compliant meal periods because they were unable to leave the work premises. Thus,
13 Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
14 Employees during their unpaid meal periods.

15 72. Fourth, Defendants had, and continue to have, a company-wide policy and/or
16 practice of requiring employees to wear a radio headset to communicate with management and
17 other employees at all times, including during unpaid meal periods. Defendants expected that
18 Plaintiff and other non-party Aggrieved Employees respond promptly to these work-related
19 communications. For example, Plaintiff had her meal periods interrupted by other employees
20 asking her work-related questions over her headset. However, Defendants did not compensate
21 Plaintiff and other non-party Aggrieved Employees for the time they spent communicating
22 with management regarding work-related issues during meal periods while off-the-clock.

23 73. Fifth, on information and belief, because Defendants frowned upon employees
24 accruing meal period penalties, Defendants' management pressured employees to clock out
25 for meal periods, on threat of discipline, and/or adjusted their time records to reflect compliant
26 meal periods regardless of whether they had received a compliant meal period or not, in order
27 to strictly limit the meal penalties that Defendants would otherwise owe. In addition,
28 Defendants' company-wide timekeeping system prevented Plaintiff and other non-party

1 Aggrieved Employees from recording all hours worked when their meal periods were
2 shortened or interrupted, because the system locked out Plaintiff and other non-party
3 Aggrieved Employees once they clocked out for a meal period, and did not permit them to
4 clock back in from a meal period before 30 minutes elapsed. Thus, Defendants did not record
5 all hours worked during meal periods, and Plaintiff and other non-party Aggrieved Employees
6 performed work during meal periods for which they were not paid.

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

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

19 **FAILURE TO PAY MINIMUM WAGES**

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

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

28 77. As set forth above, as a result of Defendants' policy of limiting the amount of

overtime employees could accrue, pursuant to their labor budget practices, Defendants required Plaintiff and other non-party Aggrieved Employees to perform work off-the-clock. As stated, due to Defendants' implementation of a timekeeping system that prevented employees from clocking in until 30 minutes before their scheduled shifts or, alternatively, Defendants' practices of management altering and/or falsifying time records to shave off time, Plaintiff and other non-party Aggrieved Employees were prevented from recording the entire time worked prior to the start of their scheduled shifts, and thus were not paid for this time. Furthermore, Defendants required Plaintiff and other non-party Aggrieved Employees to work off the clock before and after their scheduled shifts to complete tasks, such as assisting customers, restocking inventory, preparing food, cleaning, waiting for the next shift to report in, and discussing work-related matters on the phone. Moreover, as set forth above, Defendants utilized a timekeeping system that automatically clocked-out and locked out employees during certain shifts, causing Plaintiff and other non-party Aggrieved Employees to work off-the-clock before they were able to log back into the system to clock in, once the reset had been completed. However, Defendants failed to track all of this time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock, and thus, Plaintiff and other non-party Aggrieved Employees received no compensation for this time.

78. Moreover, as stated above, due to Defendants' policies and/or practices of utilizing a labor budget, understaffing their locations, assigning heavy workloads, failing to schedule meal periods, requiring employees to respond to headset communications at all times, and requiring employees to stay on the work premises during meal periods, Plaintiff and other non-party Aggrieved Employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Also, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, Defendants' management pressured employees to record compliant meal periods when meal periods were missed, short, and/or interrupted, and/or adjusted their time records to reflect compliant meal periods. In addition, as stated, Defendants' company-wide timekeeping system prevented Plaintiff and other non-party Aggrieved Employees from

entering time worked during meal periods because the system locked out Plaintiff and other non-party Aggrieved Employees for a full 30 minutes. Thus, Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

79. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff and other non-party Aggrieved Employees. 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, and 1198.

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

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

81. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and non-party Aggrieved Employees' employment by Defendants.

82. 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 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).

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

1 84. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), and
2 1198, and the applicable IWC Wage Order also require employers to provide a second meal
3 period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or
4 to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if
5 the total hours worked is no more than twelve (12) hours, the second meal period may be
6 waived by mutual consent of the employer and the employee only if the first meal period was
7 not waived.

8 85. First, as stated above, on information and belief, Defendants had, and continue
9 to have, a company-wide policy and/or practice of understaffing their locations due to labor
10 budgeting and/or limited payroll allocation, which, combined with the assignment of heavy
11 workloads and a failure to schedule meal periods, has resulted in a lack of meal period
12 coverage and prevented Plaintiff and other non-party Aggrieved Employees from taking all
13 timely, uninterrupted meal periods to which they were entitled. As a result of this lack of
14 meal period coverage, Plaintiff and other non-party Aggrieved Employees were not always
15 afforded thirty (30) minute meal periods during shifts when they were entitled to receive a
16 meal period. Plaintiff and other non-party Aggrieved Employees were required to continue
17 working through all or parts of their meal periods in order to respond to customer demand and
18 assist with preparing food, or had their meal periods interrupted due to communications on
19 their headsets.

20 86. Second, as stated, because Defendants frowned upon employees accruing meal
21 period penalties, Defendants' management pressured employees to clock out for meal periods,
22 upon threat of discipline, or adjusted their time records to reflect compliant meal periods,
23 regardless of whether they had received a compliant meal period, in order to strictly limit meal
24 penalties that would need to be paid by Defendants. For example, Plaintiff was required to
25 clock out for her meal period to record that she had received compliant meal periods on shifts
26 when she had not, in fact, received these timely meal periods.

27 87. Third, as stated, on information and belief, Defendants maintained and
28 implemented a company-wide on-premises meal period policy for employees, which

1 mandated that Plaintiff and other non-party Aggrieved Employees remain on the work
2 premises during the meal periods. Because Plaintiff and other non-party Aggrieved
3 Employees were restricted from leaving the premises during meal periods, they were denied
4 the ability to use their meal periods freely for their own purposes. Thus, Defendants
5 effectively maintained control over Plaintiff and other non-party Aggrieved Employees during
6 meal periods.

7 88. As a result, Plaintiff and other non-party Aggrieved Employees had to work
8 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
9 extended periods of time before taking meal periods. For example, Plaintiff took her meal
10 periods late, after having worked in excess of five (5) hours into her shift, due to the lack of
11 coverage and in order to meet the restaurant's customer demand. Plaintiff also missed her
12 meal periods due to understaffing and to manage the heavy workload. Moreover, Plaintiff's
13 meal periods would also be interrupted by customer demand and communications on her
14 headset.

15 89. Moreover, Defendants did not provide Plaintiff and other non-party Aggrieved
16 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)
17 hours in one day. For example, during the relevant time period, Plaintiff worked shifts in
18 excess of 10 hours in one day at least twice per week and never took a second meal period.
19 Upon information and belief, Plaintiff and other non-party Aggrieved Employees did not sign
20 valid meal period waivers on days that they were entitled to meal periods and were not
21 relieved of all duties.

22 90. Defendants knew or should have known that as a result of their policies and
23 practices, Plaintiff and other non-party Aggrieved Employees were not actually relieved of all
24 duties to take timely, uninterrupted meal periods. Defendants further knew or should have
25 known that they did not pay Plaintiff and other non-party Aggrieved Employees meal period
26 premiums when meal periods were missed, late, short, and/or interrupted. Additionally,
27 Defendants' timekeeping system locked out Plaintiff and other non-party Aggrieved
28 Employees once they clocked out for a meal period, and would not permit them to clock back

1 in from a meal period until 30 minutes had elapsed even when their meal periods were
2 shortened or interrupted.

3 91. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
4 Employees compliant meal periods and failed to pay the full meal period premiums due.
5 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
6 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
7 therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
8 2699(a), (f), and (g).

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

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

11 92. At all relevant times herein set forth, the applicable IWC Wage Order and
12 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
13 non-party Aggrieved Employees' employment by Defendants.

14 93. At all relevant times, the applicable IWC Wage Order provides that "[e]very
15 employer shall authorize and permit all employees to take rest periods, which insofar as
16 practicable shall be in the middle of each work period" and that the "rest period time shall be
17 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
18 hours or major fraction thereof" unless the total daily work time is less than three and one-half
19 (3 ½) hours.

20 94. At all relevant times, California Labor Code section 226.7 provides that no
21 employer shall require an employee to work during any rest period mandated by an applicable
22 order of the California IWC. To comply with its obligation to authorize and permit rest
23 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
24 employer must "relinquish any control over how employees spend their break time, and
25 relieve their employees of all duties—including the obligation that an employee remain on
26 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
27 *Inc.*, 2 Cal. 5th 257, 273 (2016).

28 95. Pursuant to the applicable IWC Wage Order and California Labor Code section

1 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
2 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
3 required rest period was not authorized and permitted.

4 96. During the relevant time period, Defendants regularly failed to authorize and
5 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
6 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
7 Defendants' company-wide practices of understaffing and assignment of heavy workloads
8 prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duty
9 in order to take compliant rest periods. Additionally, Defendants also failed to schedule rest
10 periods, which, coupled with Defendants' failure to provide adequate rest period coverage,
11 further led to Plaintiff and other non-party Aggrieved Employees not being authorized and
12 permitted to take rest periods.

13 97. Furthermore, upon information and belief, Defendants maintained a company-
14 wide on-premises rest period policy, which mandated that Plaintiff and other non-party
15 Aggrieved Employees remain on Defendants' premises during their rest periods. Because
16 Plaintiff and other non-party Aggrieved Employees were restricted from leaving the premises
17 during rest periods, they were denied the ability to use their rest periods freely for their own
18 purposes, such as running personal errands. Thus, Defendants effectively maintained control
19 over Plaintiff and other non-party Aggrieved Employees during rest periods.

20 98. As a result, Plaintiff and other non-party Aggrieved Employees would work
21 shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being
22 permitted and authorized to take all ten (10) minute rest periods to which they were entitled.
23 For example, Plaintiff had to forego her rest periods almost entirely because the restaurant
24 was busy and did not have coverage.

25 99. Defendants' conduct violates the applicable IWC Wage Order and California
26 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
27 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
28 558 and/or 2699(a), (f), and (g).

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

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

101. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the name 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, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

102. Because Defendants did not record the time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and other non-party 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 corresponding accurate number of work hours worked at each hourly rate in violation of section 226(a)(9).

103. Additionally, and separate from these violations, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that failed to list the name and address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the

1 true identity of their employer, to allow the employee to contact their employer during
2 employment or in the future for various reasons, including filing an administrative claim,
3 judicial claim, or other action to seek relief against their employer, to obtain unemployment
4 benefits, etc. During the relevant time period, Defendants systematically, and on a company-
5 wide basis, issued wage statements to Plaintiff and other non-party Aggrieved Employees that
6 incorrectly list the employer as “Jack in the Box,” with the address “43575 MISSION BL,
7 #707 FREMONT, CA 94539,” but according to the California Secretary of State’s website,
8 there is no such entity by this name at this address. On information and belief, according to
9 documents filed with the California Secretary of State, GOGRIIS CORPORATION, GOGRIIS
10 J424 CORPORATION, GOGRIIS J4366 CORPORATION, GOGRIIS J447 CORPORATION,
11 and/or INDMEX CORPORATION are the true employing entity of Plaintiff and other non-
12 party Aggrieved Employees.

13 104. The wage statement deficiencies also include, without limitation, failing to list
14 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
15 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and
16 only the last four digits of his or her social security number or an employee identification
17 number other than a social security number; failing to list the address of the legal entity that is
18 the employer; failing to list the inclusive dates of the period for which aggrieved employees
19 were paid; and/or failing to state all hours worked as a result of not recording or stating hours
20 worked off-the-clock.

21 105. California Labor Code section 1174(d) provides that “[e]very person employing
22 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
23 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
24 plants or establishments at which employees are employed, payroll records showing the hours
25 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
26 applicable piece rate paid to, employees employed at the respective plants or
27 establishments. . . .” During the relevant time period, and in violation of Labor Code section
28 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and

1 other non-party Aggrieved Employees showing the daily hours they worked and the wages
2 paid thereto as a result of failing to record the off-the-clock hours that they worked.

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

18 107. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
19 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
20 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

21 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

22 **VIOLATION OF LABOR CODE SECTION 204**

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

1 month, other than those wages due upon termination of an employee, are due and payable
2 between the 1st and the 10th day of the following month.

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

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

13 111. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
14 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

15 **FAILURE TO PAY WAGES UPON TERMINATION**

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

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

24 113. On information and belief, Defendants have a company-wide practice or policy
25 of paying departing employees their final wages on the next regular pay cycle, instead of
26 adhering to the time requirements set forth in Labor Code sections 201 and 202. For example,
27 Plaintiff was terminated over the phone; however, Defendants did not provide her final wages
28 until about 3-4 days after she was terminated. Thus, Defendants failed to pay Plaintiff her

1 final wages immediately, in violation of California Labor Code section 201.

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

7 115. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
8 who are no longer employed by Defendants their wages earned and unpaid at the time of
9 discharge, or within seventy-two (72) hours of their leaving Defendant's employ, violates
10 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
11 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
12 2699(a), (f), and (g).

13 **COLLECTING OR RECEIVING WAGES ALREADY PAID**

14 **VIOLATION OF LABOR CODE SECTION 221 AND 224**

15 116. At all times relevant herein, California Labor Code section 221 provides that it
16 shall be unlawful for any employer to collect or receive from an employee any part of wages
17 theretofore paid by said employer to said employee. California Labor Code section 224 also
18 provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a
19 deduction is expressly authorized in writing by the employee."

20 117. During the relevant time period, upon information and belief, Defendants
21 unlawfully deducted a portion of wages previously paid to Plaintiff and other non-party
22 Aggrieved Employees in violation of California Labor Code section 221. On information and
23 belief, Defendants systematically, and on a company-wide basis, maintained a policy that
24 improperly deducted wages from Plaintiff's and other non-party Aggrieved Employees' pay
25 for uniform items. For example, Defendants deducted wages from Plaintiff for the additional
26 uniform shirts she was forced to request (*see infra*), because she worked five to six days a
27 week but was only provided one uniform shirt upon hire. On information and belief, such
28 deductions were not expressly authorized in writing by Plaintiff and other non-party

1 Aggrieved Employees.

2 118. Defendants' conduct as alleged herein violates California Labor Code sections
3 221 and 224. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
4 recover civil penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (g).

5 **SECRET PAYMENT OF A LOWER WAGE**

6 **VIOLATION OF LABOR CODE SECTION 223**

7 119. At all times, California Labor Code section 223 makes it unlawful for an
8 employer to secretly pay wages lower than required by statute while purporting to pay legal
9 wages.

10 120. During the relevant time period, Defendants willfully and systematically
11 deducted money from Plaintiff's and other non-party Aggrieved Employees' wages without
12 their express written authorization, pursuant to their policy regarding additional uniform
13 items. Defendants' deduction from their employees' wages resulted in the payment of less
14 than statutorily required wages to Plaintiff and other non-party Aggrieved Employees. In
15 doing so, Defendants acted with the intent to deprive Plaintiff and other non-party Aggrieved
16 Employees of statutory wages, including, but not limited to, overtime wages and/or minimum
17 wages, to which they were entitled to under California law. Thus, Defendants paid Plaintiff
18 and other non-party Aggrieved Employees lower wages than those they were entitled to while
19 purporting that Plaintiff and other non-party Aggrieved Employees were properly paid.

20 121. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
21 the correct designated wage, while purporting to pay legal wages, is a violation of California
22 Labor Code section 223. Plaintiff and other non-party Aggrieved Employees are therefore
23 entitled to recover civil penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f),
24 and (g).

25 **COMPELLING PATRONIZATION**

26 **VIOLATION OF LABOR CODE SECTIONS 450**

27 122. At all relevant times herein, California Labor Code section 450 provides that an
28 employer may not "compel or coerce any employee, or applicant for employment, to patronize

1 his or her employer, or any other person, in the purchase of anything of value.” An employer
2 violates section 450 by forcing an employee to patronize the employer’s business in the
3 purchase of a company-provided good.

4 123. As stated, Defendants had a company-wide policy of deducting wages from
5 employees for additional or replacement uniform items that employees required. On
6 information and belief, Plaintiff and other non-party Aggrieved Employees were required to
7 pay for certain replacement uniform items, including shirts bearing the company’s logo.
8 During her employment, Plaintiff was scheduled to work five to six days per week and
9 Defendants only provided her with one shirt, forcing her to request and purchase additional
10 shirts, the cost of which was deducted from her paychecks.

11 124. Defendants’ conduct of compelling and/or coercing Plaintiff and other non-
12 party Aggrieved Employees to purchase goods, services, or anything of value, is in violation
13 of California Labor Code section 450. Plaintiff and other non-party Aggrieved Employees are
14 entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f) and (g).

15 **FAILURE TO PROVIDE ONE DAY’S REST IN SEVEN**

16 **VIOLATION OF LABOR CODE SECTIONS 551 and 552**

17 125. At all relevant times herein, California Labor Code section 551 provides that
18 every person employed in any occupation of labor is entitled to one day’s rest in seven.
19 Additionally, California Labor Code section 552 prohibits employers from requiring
20 employees to work more than six consecutive days without a day of rest.

21 126. At all relevant times herein set forth, California Labor Code section 556
22 exempts an employer from the day-of-rest requirement when the total hours worked by an
23 employee do not exceed 30 hours in any week or six hours in any one day thereof.

24 127. During the relevant period, Defendants required Plaintiff and other non-party
25 Aggrieved Employees to work approximately six (6) or more hours per day and seven (7)
26 consecutive days in a workweek. For example, Plaintiff worked seven (7) consecutive days
27 without being afforded the opportunity to take one day’s rest. Because Plaintiff and other
28 non-party Aggrieved Employees worked over thirty (30) hours per week and over six (6)

1 hours in any one day in a workweek, they were not exempt from the day-of-rest requirement.
2 To the extent that Plaintiff and other non-party Aggrieved Employees signed purported
3 waivers of their right to a day's rest in seven, such waivers are invalid.

4 128. Thus, during the relevant time period, and in violation of California Labor
5 Code sections 551 and 552, Defendants caused Plaintiff and other non-party Aggrieved
6 Employees to work more than six days in seven. Plaintiff and other non-party Aggrieved
7 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
8 558 and/or 2699(a), (f), and (g).

9 **FAILURE TO PROVIDE SUITABLE RESTING FACILITIES**
10 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE**
11 **OF REGULATIONS, TITLE 8, SECTION 11050(13)(B)**

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

20 130. Defendants' California restaurant locations are generally similar in their layout
21 and design and there was, and continues to be, space that allows for a resting facility that
22 employees may use to cease work and recover during meal or rest periods. Defendants could
23 have provided Plaintiff and other non-party Aggrieved Employees with a resting facility
24 within all of their restaurant locations, with reasonable or no modification, but instead denied,
25 and continue to deny, employees suitable areas to rest (e.g., a breakroom with seats). As a
26 result, Plaintiff and other non-party Aggrieved Employees were forced to adjust to areas not
27 conducive to resting, such as sitting in the public customer area or searching for areas outside
28 of the restaurant which are not designated or reserved for their rest.

131. Defendants did not provide Plaintiff and other non-party Aggrieved Employees with suitable resting facilities during their work hours, particularly during meal or rest periods. In other words, during the times when Plaintiff and other non-party Aggrieved Employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, Defendants denied them any area within their restaurants to cease work and recover. Moreover, Defendants did not inform Plaintiff and other non-party Aggrieved Employees of their rights to suitable resting facilities under California law.

132. As a result of Defendants' company-wide failure to provide suitable resting facilities in their restaurant locations, Plaintiff and other non-party Aggrieved Employees were forced to adjust to areas not conducive to resting or search for facilities outside their restaurant locations to cease work and recover. Defendants' failure to provide suitable resting facilities to Plaintiff and other non-party Aggrieved Employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 13(B).

133. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11050(14)(A)

134. At all relevant times herein, 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.”

135. California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

136. Plaintiff alleges that Defendants' California restaurants are generally similar in

1 their layout and design and there was, and continues to be space at the drive-thru ordering
2 windows to allow for the presence and use of a seat or stool by Plaintiff and other non-party
3 Aggrieved Employees (with reasonable or no modification to these work areas) during the
4 performance of their work duties. Defendants could have provided Plaintiff and other non-
5 party Aggrieved Employees with a seat or stool at the drive-thru ordering windows, but
6 instead deny employees seating and force Plaintiff and other non-party Aggrieved Employees
7 to stand throughout the day.

8 137. Plaintiff and other non-party Aggrieved Employees spent a substantial portion
9 of their day behind or at these drive-thru ordering windows. The nature of the work of an
10 employee performing cashier/drive-thru duties can reasonably be accomplished from a seated
11 position. However, Defendants systematically, and on a company-wide basis, did not provide
12 seats or stools at or near the drive-thru ordering windows, forcing Plaintiff and other non-
13 party Aggrieved Employees to stand throughout their work shifts.

14 138. During the relevant time period, Defendants violated California Labor Code
15 section 1198 and California Code of Regulations, Title 8, section 11050(14)(A), because
16 Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even when the
17 nature of their work would reasonably permit the use of seats, nor were they provided with
18 suitable seats. Defendants' management did not inform Plaintiff and other non-party
19 Aggrieved Employees that they were allowed to sit down, provide any means for them to sit
20 down, or mention any policy regarding sitting.

21 139. As a result of Defendants' company-wide policy and/or practice of prohibiting
22 employees from sitting during their shifts and failure to provide suitable seating, Plaintiff and
23 other non-party Aggrieved Employees were forced to stand during shifts and denied seats.
24 Defendants' failure to provide suitable seating to Plaintiff and other non-party Aggrieved
25 Employees violated and continues to violate California Labor Code section 1198 and IWC
26 Wage Order No. 5-2001, subdivision 14(A).

27 140. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
28 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11050(14)(B)

141. At all relevant times herein, 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.”

142. California Code of Regulations, Title 8, section 11050(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

143. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(B), because Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even during lulls in their work duties, nor were they provided with suitable seats in reasonable proximity to their work areas.

144. As stated, Plaintiff alleges that Defendants’ California restaurants are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Plaintiff and other non-party Aggrieved Employees during lulls in operation. Defendants could have provided Plaintiff and other non-party Aggrieved Employees with a seat or stool in their work areas, but instead denied Plaintiff and other non-party Aggrieved Employees suitable seating altogether and effectively forced Plaintiff and other non-party Aggrieved Employees to stand throughout the day.

145. Defendants did not provide Plaintiff and other non-party Aggrieved Employees

1 with seats or stools in reasonable proximity to their work areas to allow them to use seats
2 when it would not interfere with the performance of their duties for times when they were not
3 engaged in active duties that require standing. In other words, to the extent Plaintiff and other
4 non-party Aggrieved Employees engaged in duties in which the nature of the work required
5 standing, Defendants denied them the use of seats nearby during lulls in their work duties.
6 Moreover, Defendants did not inform Plaintiff and other non-party Aggrieved Employees of
7 their rights to a seat or stool under California law.

8 146. As a result of Defendants' company-wide policy and/or practice prohibiting
9 employees from sitting at any time, even when they were not engaged in active duties
10 requiring standing, and company-wide failure to provide seats in reasonable proximity to their
11 work areas, Plaintiff and other non-party Aggrieved Employees were forced to stand during
12 shifts and denied seats. Defendants' failure to provide suitable seating to Plaintiff and other
13 non-party Aggrieved Employees violated and continues to violate California Labor Code
14 section 1198 and IWC Wage Order No. 5-2001, subdivision 14(B).

15 147. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
16 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

17 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

18 **VIOLATION OF LABOR CODE SECTION 2802**

19 148. At all times herein set forth, California Labor Code section 2802 provides that
20 an employer must reimburse employees for all necessary expenditures and losses incurred by
21 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
22 to prevent employers from passing off their cost of doing business and operating expenses on
23 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
24 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen
25 tools or equipment are required by the employer or are necessary to the performance of a job,
26 such tools and equipment shall be provided and maintained by the employer, except that an
27 employee whose wages are at least two (2) times the minimum wage may provide and
28 maintain hand tools and equipment customarily required by the particular trade or craft."

1 IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required by the
2 employer to be worn by the employee as a condition of employment, such uniforms shall be
3 provided and maintained by the employer.”

4 149. First, during the relevant time period, Defendants had a company-wide policy
5 of requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal
6 mobile devices, including cellular phones, to carry out their job duties, but Defendants failed
7 to reimburse them for the costs of their work-related mobile device expenses. For example,
8 Plaintiff and other non-party Aggrieved Employees were required to use their personal mobile
9 devices to communicate with management regarding work-related matters, such as addressing
10 issues at the restaurant. Although Defendants required Plaintiff and other non-party
11 Aggrieved Employees to utilize their personal mobile devices to carry out their work-related
12 responsibilities, Defendants failed to reimburse them for this cost.

13 150. Second, during the relevant time period, Defendants required Plaintiff and other
14 non-party Aggrieved Employees to purchase supplies and equipment necessary for the
15 performance of their duties, but failed to reimburse them for their out-of-pocket costs. For
16 example, Plaintiff spent about \$25 over the course of her employment to purchase cleaning
17 equipment, such as a squeegee, because Defendants failed to provide her with the necessary
18 supplies which were required for the restaurant to operate properly and/or meet management’s
19 expectations. Although Defendants required Plaintiff and other non-party Aggrieved
20 Employees purchase supplies and equipment to carry out their work-related responsibilities,
21 Defendants failed to reimburse them for their out-of-pocket costs.

22 151. Third, during the relevant time period, Defendants, on a company-wide basis,
23 expected Plaintiff and other non-party Aggrieved Employees to wear uniforms bearing the
24 Jack in the Box logo, including visor and shirt. However, Defendants did not provide their
25 employees with sufficient uniforms to wear for their shifts throughout the week. For example,
26 as stated, Defendants only provided Plaintiff and other non-party Aggrieved Employees with
27 one uniform shirt at the time of hire. Because Defendants failed to provide Plaintiff and other
28 non-party Aggrieved Employees with an adequate number of uniforms in relation to their

1 scheduled shifts and for the tasks they were required to perform, Plaintiff and other non-party
2 Aggrieved Employees were forced to pay out-of-pocket for some of their uniform
3 components. For example, Plaintiff was required to purchase additional uniform shirts. Since
4 Defendants did not provide an adequate number of uniform components to all employees,
5 Plaintiff and other non-party Aggrieved Employees were required to purchase additional
6 uniform items, such as shirts, directly from Defendants, and were not reimbursed for these
7 costs. Moreover, because Defendants failed to provide Plaintiff and other non-party
8 Aggrieved Employees with an adequate number of uniform items, Plaintiff and other non-
9 party Aggrieved Employees were forced to wash their uniforms more frequently than they
10 would otherwise do laundry, and incur expenses in doing so. Thus, Defendants failed to
11 maintain the uniforms they required Plaintiff and other non-party Aggrieved Employees to
12 wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

13 152. Defendants could have provided Plaintiff and other non-party Aggrieved
14 Employees with the actual equipment for use on the job, such as company mobile devices,
15 cleaning supplies and equipment, and adequate number of uniforms or access to laundering
16 services. Or, Defendants could have reimbursed employees for the costs of their mobile
17 device usage, cleaning tools, and laundering expenses or provided a uniform maintenance
18 allowance. Instead, Defendants passed these operating costs off onto Plaintiff and other non-
19 party Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two (2) times
20 the minimum wage.

21 153. Defendants' company-wide policy and/or practice of passing on their operating
22 costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code
23 section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and
24 other non-party Aggrieved Employees for necessary business-related expenses and costs.

25 154. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
26 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

27 //

28 //

1 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
2 **EMPLOYMENT**

3 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

4 155. California's Wage Theft Prevention Act was enacted to ensure that employers
5 provide employees with basic information material to their employment relationship at the
6 time of hiring, and to ensure that employees are given written and timely notice of any
7 changes to basic information material to their employment. Codified at California Labor
8 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
9 employer must provide written notice to employees containing basic and material payroll
10 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
11 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
12 overtime, the regular payday designated by the employer, and any allowances claims as part
13 of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-
14 (C).

15 156. At all relevant times, on information and belief, Defendants failed, on a
16 company-wide basis, to provide written notice to Plaintiff and other non-party Aggrieved
17 Employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-
18 (C).

19 157. Defendants' failure to provide Plaintiff and other non-party Aggrieved
20 Employees with written notice of basic information regarding their employment with
21 Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other non-
22 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor
23 Code sections 2699(a), (f), and (g).

24 **REQUEST FOR JURY TRIAL**

25 Plaintiff requests a trial by jury.

26 **PRAYER FOR RELIEF**

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

1 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
2 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

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

4 2. That the Court declare, adjudge and decree that Defendants violated the
5 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
6 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
7 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
8 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
9 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
10 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
11 earned wages upon termination); 204 (by failing to timely pay all earned wages during
12 employment); 212 and 213 (by failing to make earned wages accessible without discount);
13 221 and 224 (by collecting and/or receiving wages already paid); 223 (by secretly paying
14 wages lower than required by statute); 450 (by compelling and/or coercing employees to
15 patronize employer's business); 551 and 552 (by failing to provide one day's rest in seven);
16 1198 and the applicable IWC Wage Order (by failing to provide suitable resting facilities
17 and/or suitable seating); 2802 (by failing to reimburse business expenses); and 2810.5 (by
18 failing to provide written notice of information material to employment);

19 3. For civil penalties, pursuant to California Labor Code sections 210, 225.5,
20 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
21 201, 202, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 450, 510, 512(a), 516, 551, 552,
22 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

23 4. For attorneys' fees and costs pursuant to California Labor Code section
24 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
25 Labor Code sections 201, 202, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 450, 510, 512(a),
26 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

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

28 //

1 6. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: February 21, 2023

Respectfully submitted,

5 Capstone Law APC

6
7 By: Roxanna Tabatabaeepour

8 Orlando Villalba

Helga Hakimi

9 Roxanna Tabatabaeepour

10 Attorneys for Plaintiff Heather Cook
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “1”



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

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

December 14, 2022

VIA ONLINE SUBMISSION

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

Subject: *Heather Cook v. Gogris Corporation, et al.*

Dear PAGA Administrator:

This office represents Heather Cook in connection with her claims under the California Labor Code. Ms. Cook was an employee of GOGRIIS CORPORATION; GOGRIIS J424 CORPORATION; GOGRIIS J4366 CORPORATION; GOGRIIS J447 CORPORATION; and/or INDMEX CORPORATION. For the purpose of this letter, Ms. Cook collectively refers to these entities as "GOGRIIS."

The employers may be contacted directly at the addresses below:

GOGRIIS CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539

GOGRIIS J424 CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539

GOGRIIS J4366 CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539

GOGRIIS J447 CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539

INDMEX CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539

Ms. Cook 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"). Ms. Cook seeks relief on behalf of herself, the State of California, and other persons who are or were employed by GOGRIIS 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.

GOGRIIS employed Ms. Cook as an hourly paid, non-exempt employee from approximately February 2022 to May 2022. Ms. Cook worked for GOGRIIS as a Crew Member at its Jack in the Box restaurant location in Crescent City, California. During her employment, Ms. Cook typically worked eight (8) to

nine (9) hours per day and five (5) or more days per week. At the time Ms. Cook's employment with GOGGRIS ended, she earned \$15.00 per hour. As a Crew Member, Ms. Cook's job duties included, without limitation, restocking inventory, taking orders, serving and preparing food, and conducting point of sale transactions.

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

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

GOGGRIS CORPORATION; GOGGRIS J424 CORPORATION; GOGGRIS J4366 CORPORATION; GOGGRIS J447 CORPORATION; and INDMEX CORPORATION are California corporations. Together, they operate at least 10 Jack in the Box restaurants in California. Upon information and belief, GOGGRIS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Fremont, California, for all non-exempt, hourly paid employees working for GOGGRIS in California, including Ms. Cook and other aggrieved employees. At all relevant times, GOGGRIS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Cook and other aggrieved employees, regardless of their location or position.

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

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

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in 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.

GOGGRIS willfully failed to pay all overtime wages owed to Ms. Cook and other aggrieved employees. During the relevant time period, Ms. Cook and other aggrieved employees were not paid overtime

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

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, GOGRIIS had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Cook and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled with GOGRIIS's use of labor budgets and assignment of heavy workloads (*see infra*), led Ms. Cook and other aggrieved employees to work off-the-clock before and after their scheduled shift times. Indeed, GOGRIIS implemented a timekeeping system that prevented employees from clocking in until 30 minutes before their scheduled shifts so that they were prohibited from recording the entire time worked prior to the start of their scheduled shifts.

Consequently, on information and belief, Ms. Cook and other aggrieved employees performed work prior to the start of their shift, but were unable to record this time. For example, Ms. Cook was sometimes called in to report to work one hour before scheduled shift start time, but would not be permitted to clock in until 30 minutes before scheduled shift start time. Upon information and belief, when Ms. Cook attempted to clock in as soon as she reported to work, one hour prior to scheduled shift start time, GOGRIIS's management would alter and/or falsify time records to shave off the time Ms. Cook spent working prior to 30 minutes before her scheduled shift start time. As a further example, about 2-3 times per week, GOGRIIS's management required Ms. Cook to start working immediately, before she was able to clock in for the start of her shift because the restaurant was busy. Thus, Ms. Cook would work but was not permitted to clock in and record this time spent working.

Further, GOGRIIS's management required that Ms. Cook and other aggrieved employees clock out at the end of their scheduled shifts and continue working. For example, Ms. Cook clocked out and continued performing her duties, such as preparing food and restocking inventory, or waiting for the next shift to arrive before she could leave for the day. Additionally, GOGRIIS's supervisors contacted Ms. Cook on her personal cellular phone about work-related matters on days she was not scheduled to work, for about 20 minutes per instance, but did not compensate her for this time. Thus, GOGRIIS failed to track the time Ms. Cook and other aggrieved employees spent working before and after their scheduled shifts, and Ms. Cook and other aggrieved employees received no compensation for this time.

Moreover, as part of this practice of circumventing the payment of overtime wages to minimize labor costs, GOGRIIS utilized a uniform timekeeping system that automatically clocked-out and locked out employees during a once- or twice-weekly "reboot" of the system. Indeed, when resetting, GOGRIIS's timekeeping system locked the point-of-sale ("POS") machines that Ms. Cook and other aggrieved employees used to clock in and clock out, so that they were forced to clock out and continue working while off-the-clock before being able to log back into the POS system to clock in once the reset had been completed, time for which they were not paid.

Second, during the relevant time period, GOGRIIS had, and continues to have, a company-wide policy of strictly staffing its restaurant locations based on the labor hours allocated by each location's labor or payroll budget set by corporate. This practice of labor budgeting and/or limited payroll allocation, 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. This practice, coupled with a company-wide policy and/or practice of failing to schedule meal periods, further caused Ms. Cook and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Ms. Cook and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Ms. Cook and other aggrieved employees were required to work through or return early from meal periods due to the heavy workload and understaffing. As a further

example, Ms. Cook would regularly have her meal periods interrupted and/or shortened to return to work and operate the grill, due to the lack of coverage. Consequently, Ms. Cook and other aggrieved employees performed work during meal periods for which they were not paid.

Third, on information and belief, GOGRIIS maintained a company-wide on-premises meal period policy, which mandated that Ms. Cook and other aggrieved employees remain on GOGRIIS's premises during their unpaid meal periods. Because Ms. Cook and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. For example, Ms. Cook and other aggrieved employees were unable to take compliant meal periods because they were unable to leave the work premises. Thus, GOGRIIS effectively maintained control over Ms. Cook and other aggrieved employees during their unpaid meal periods.

Fourth, GOGRIIS had, and continues to have, a company-wide policy and/or practice of requiring employees to wear a radio headset to communicate with management and other employees at all times, including during unpaid meal periods. GOGRIIS expected that Ms. Cook and other aggrieved employees respond to communications promptly to discuss work-related matters. For example, Ms. Cook had her meal periods interrupted by other employees asking her work-related questions over her headset. However, GOGRIIS did not compensate Ms. Cook and other aggrieved employees for the time they spent communicating with management regarding work-related issues during meal periods while off-the-clock.

Fifth, on information and belief, because GOGRIIS frowned upon employees accruing meal period penalties, GOGRIIS's management pressured employees to clock out for meal periods, on threat of discipline, and/or adjusted their time records to reflect compliant meal periods regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal penalties that GOGRIIS would otherwise owe. In addition, GOGRIIS's company-wide timekeeping system prevented Ms. Cook and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Cook and other aggrieved employees once they clocked out for a meal period, and did not permit them to clock back in from a meal period before 30 minutes elapsed. Thus, GOGRIIS did not record all hours worked during meal periods, and Ms. Cook and other aggrieved employees performed work during meal periods for which they were not paid.

GOGRIIS knew or should have known that as a result of these company-wide practices and/or policies, Ms. Cook and other aggrieved employees were performing assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Cook 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, GOGRIIS 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, GOGRIIS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, GOGRIIS 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, GOGRIIS failed to pay all overtime wages by paying a lower overtime rate than required.

GOGRIIS's failure to pay Ms. Cook 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. Cook 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 set forth above, as a result of GOGRI’s policy of limiting the amount of overtime employees could accrue, pursuant to its labor budget practices, GOGRI required Ms. Cook and other aggrieved employees to perform work off-the-clock. As stated, due to GOGRI’s implementation of a timekeeping system that prevented employees from clocking in until 30 minutes before their scheduled shifts or, alternatively, GOGRI’s practices of management altering and/or falsifying time records to shave off time, Ms. Cook and other aggrieved employees were prevented from recording the entire time worked prior to the start of their scheduled shifts, and thus were not paid for this time. Furthermore, GOGRI required Ms. Cook and other aggrieved employees to work off the clock before and after their scheduled shifts to complete tasks, such as assisting customers, restocking inventory, preparing food, cleaning, waiting for the next shift to report in, and discussing work-related matters on the phone. Moreover, as set forth above, GOGRI utilized a timekeeping system that automatically clocked-out and locked out employees during certain shifts, causing Ms. Cook and other aggrieved employees to work off-the-clock before they were able to log back into the system to clock in, once the reset had been completed. However, GOGRI failed to track all of this time Ms. Cook and other aggrieved employees spent working off-the-clock, and thus, Ms. Cook and other aggrieved employees received no compensation for this time.

Moreover, as stated above, due to GOGRI’s policies and/or practices of utilizing a labor budget, understaffing its locations, assigning heavy workloads, failing to schedule meal periods, requiring employees to respond to headset communications at all times, and requiring employees to stay on the work premises during meal periods, Ms. Cook and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Also, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, GOGRI’s management pressured employees to record compliant meal periods when meal periods were missed, short, and/or interrupted and/or adjusted their time records to reflect compliant meal periods. In addition, as stated, GOGRI’s company-wide timekeeping system prevented Ms. Cook and other aggrieved employees from entering time worked during meal periods because the system locked out Ms. Cook and other aggrieved employees for a full 30 minutes. Thus, GOGRI systematically failed to pay Ms. Cook and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, GOGRI did not pay at least minimum wages for all hours worked by Ms. Cook and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, GOGRI 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, GOGRI regularly failed to pay at least minimum wages to Ms. Cook and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Cook 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.

First, as stated above, on information and belief, GOGRIIS had, and continues to have, a company-wide policy and/or practice of understaffing its locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads and a failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Ms. Cook and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result of this lack of meal period coverage, Ms. Cook and other aggrieved employees were not always afforded thirty (30) minute meal periods during shifts when they were entitled to receive a meal period. Ms. Cook and other aggrieved employees were required to continue working through all or parts of their meal periods in order to respond to customer demand and assist with preparing food, or had their meal periods interrupted due to communications on their headsets.

Second, as stated, because GOGRIIS frowned upon employees accruing meal period penalties, GOGRIIS's management pressured employees to clock out for meal periods, upon threat of discipline, or adjusted their time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that would need to be paid by GOGRIIS. For example, Ms. Cook was required to clock out for her meal period to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely meal periods.

Third, as stated, on information and belief, GOGRIIS maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Ms. Cook and other aggrieved employees remain on the work premises during the meal periods. Because Ms. Cook and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, GOGRIIS effectively maintained control over Ms. Cook and other aggrieved employees during meal periods.

As a result, Ms. Cook 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. Cook took her meal periods late, after having worked in excess of five (5) hours into her shift, due to the lack of coverage and in order to meet the restaurant's customer demand. Ms. Cook also missed her meal periods due to understaffing and to manage the heavy workload.

Moreover, Ms. Cook's meal periods would also be interrupted by customer demand and communications on her headset.

Moreover, GOGRIIS did not provide Ms. Cook and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Upon information and belief, Ms. Cook 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.

GOGRIIS knew or should have known that as a result of its policies and practices, Ms. Cook and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. GOGRIIS further knew or should have known that it did not pay Ms. Cook and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted. Additionally, GOGRIIS's timekeeping system locked out Ms. Cook 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 even when their meal periods were shortened or interrupted.

Furthermore, GOGRIIS 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. Cook and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that GOGRIIS did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, GOGRIIS did not pay other aggrieved employees at the correct rate of pay for premiums because GOGRIIS 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, GOGRIIS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Cook 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, GOGRIIS regularly failed to authorize and permit Ms. Cook 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, GOGRIIS's company-wide practices understaffing and assignment

of heavy workloads prevented Ms. Cook and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. Additionally, GOGRIIS also failed to schedule rest periods, which, coupled with GOGRIIS's failure to provide adequate rest period coverage, further led to Ms. Cook and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, GOGRIIS maintained a company-wide on-premises rest period policy, which mandated that Ms. Cook and other aggrieved employees remain on GOGRIIS's premises during their rest periods. Because Ms. Cook 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, GOGRIIS effectively maintained control over Ms. Cook and other aggrieved employees during rest periods.

As a result, Ms. Cook 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, Ms. Cook had to forego her rest periods almost entirely because the restaurant was busy and did not have coverage.

GOGRIIS 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, Ms. Cook and other aggrieved employees have not received all premium pay for missed rest periods. Alternatively, to the extent that GOGRIIS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, GOGRIIS did not pay other aggrieved employees at the correct rate of pay for premiums because GOGRIIS 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, GOGRIIS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Cook 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. GOGRIIS has not provided Ms. Cook 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).

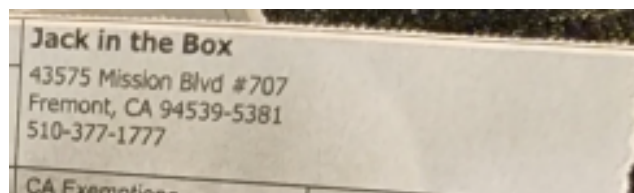
During the relevant time period, GOGRIIS has knowingly and intentionally provided Ms. Cook and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, GOGRIIS issued uniform wage statements to Ms. Cook and other aggrieved employees that fail to correctly list: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

each hourly rate. Specifically, GOGRIIS violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because GOGRIIS did not record the time Ms. Cook and other aggrieved employees spent working off-the-clock, GOGRIIS did not list the correct amount of gross wages and net wages earned by Ms. Cook and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, GOGRIIS failed to accurately list the total number of hours worked by Ms. Cook 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).

Second, because GOGRIIS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, GOGRIIS did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). GOGRIIS 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).

Third, and separately from these violations, GOGRIIS issued uniform wage statements to Ms. Cook and other aggrieved employees that failed to list the name and address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. During the relevant time period, GOGRIIS systematically, and on a company-wide basis, issued wage statements to Ms. Cook and other aggrieved employees that incorrectly list the employer as "Jack in the Box," with the address "43575 MISSION BL, #707 FREMONT, CA 94539," but according to the California Secretary of State's website, there is no such entity by this name at this address. On information and belief, according to documents filed with the California Secretary of State, GOGRIIS CORPORATION; GOGRIIS J424 CORPORATION; GOGRIIS J4366 CORPORATION; GOGRIIS J447 CORPORATION; and/or INDMEX CORPORATION are the true employing entity of Ms. Cook and other aggrieved employees. *See example wage statement below.*



The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; 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), GOGRIIS willfully failed to maintain accurate payroll records for Ms. Cook 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, GOGRIIS failed, on a company-wide basis, 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/or meal period start and stop times for Ms. Cook and other aggrieved employees, in violation of section 1198. Furthermore, in light of GOGRIIS’s failure to provide Ms. Cook and other aggrieved employees with second 30-minute meal periods to which they were entitled, GOGRIIS kept no records of meal start and end times for second meal periods.

Ms. Cook 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, GOGRIIS failed to pay Ms. Cook 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. Cook 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.

On information and belief, GOGRIIS has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Cook was terminated over the phone; however, GOGRIIS did not provide her final wages until about 3-4 days after she was terminated. Thus, GOGRIIS failed to pay Ms. Cook her final wages immediately, in violation of California Labor Code section 201.

Additionally, GOGRIIS willfully failed to pay Ms. Cook and other aggrieved employees who are no longer employed by GOGRIIS the earned and unpaid wages set forth above, 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 GOGRIIS's employ.

Ms. Cook 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 §§ 221 and 224 – Unlawful Deductions

California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

During the relevant time period, upon information and belief, GOGRIIS unlawfully deducted a portion of wages previously paid to Ms. Cook and other aggrieved employees in violation of California Labor Code section 221. On information and belief, GOGRIIS systematically, and on a company-wide basis, maintained a policy that improperly deducted wages from Ms. Cook's and other aggrieved employees' pay for uniform items. For example, GOGRIIS deducted wages from Ms. Cook for the additional uniform shirts she was forced to request (*see infra*), because she worked five to six days a week but was only provided one uniform shirt upon hire. On information and belief, such deductions were not expressly authorized in writing by Ms. Cook and other aggrieved employees.

GOGRIIS's policy of deducting money from Ms. Cook's and other aggrieved employees' paychecks without their written authorization constitutes an unlawful deduction of wages, in violation of Labor Code sections 221 and 224. Ms. Cook and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 223 – Secret Payment of Lower Wages

California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

During the relevant time period, GOGRIIS willfully and systematically deducted money from Ms. Cook's and other aggrieved employees' wages without their express written authorization, pursuant to their policy regarding additional uniform items. GOGRIIS's deduction from its employees' wages resulted in the payment of less than statutorily required wages to Ms. Cook and other aggrieved employees. In doing so, GOGRIIS acted with the intent to deprive Ms. Cook and other aggrieved employees of statutory wages, including, but not limited to, overtime wages and/or minimum wages, to which they were entitled to under California law. Thus, GOGRIIS paid Ms. Cook and other aggrieved employees lower wages than those they were entitled to while purporting that other aggrieved employees were properly paid.

GOGRIIS's failure to pay Ms. Cook and other aggrieved employees the correct designated wage, while purporting to pay legal wages, is a violation of California Labor Code section 223. Ms. Cook and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 450 – Compelling Patronization

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

As stated, GOGRIIS had a company-wide policy of deducting wages from employees for additional uniform items that employees requested. On information and belief, Ms. Cook and other aggrieved employees were required to pay for certain replacement uniform items, including shirts bearing the company's logo. During her employment, Ms. Cook was scheduled to work five to six days per week and GOGRIIS only provided her with one shirt, forcing her to request and purchase additional shirts, the cost of which was deducted from her paychecks.

GOGRIIS's conduct of compelling and/or coercing Ms. Cook and other aggrieved employees to purchase goods from them is in violation of California Labor Code section 450. Ms. Cook and 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 §§ 551 and 552 – Failure to Provide One Day's Rest in Seven

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six (6) hours in any one day thereof.

During the relevant period, GOGRIIS required Ms. Cook and other aggrieved employees to work approximately six (6) or more hours per day and seven (7) consecutive days in a workweek. For example, Ms. Cook worked seven (7) consecutive days without being afforded the opportunity to take one day's rest. Because Ms. Cook and other aggrieved employees worked over thirty (30) hours per week and over six (6) hours in any one day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Ms. Cook and other aggrieved employees signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

Thus, GOGRIIS caused Ms. Cook and other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Ms. Cook 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 § 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.”

GOGRI'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. GOGRI could have provided Ms. Cook 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, Ms. Cook and other aggrieved employees were forced to adjust to areas not conducive to resting, such as sitting in the public customer area or searching for areas outside of the restaurant which are not designated or reserved for their rest.

GOGRI did not provide Ms. Cook 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 Ms. Cook and other aggrieved employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, GOGRI denied them any area within its restaurant locations to cease work and recover. Moreover, GOGRI did not inform Ms. Cook and other aggrieved employees of their rights to suitable resting facilities under California law.

As a result of GOGRI's company-wide failure to provide suitable resting facilities in its restaurant locations, Ms. Cook 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. GOGRI's failure to provide suitable resting facilities to Ms. Cook and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 13(B).

Ms. Cook and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring GOGRI 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 § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(A) – Failure to Provide Suitable Seating

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(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

GOGRI’s California restaurants are generally similar in their layout and design and there was, and continues to be, space at the drive-thru ordering windows to allow for the presence and use of a seat or stool by Ms. Cook and other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. GOGRI could provide Ms. Cook and other aggrieved employees with a seat or stool at the drive-thru ordering windows, but instead denies employees seating and forces Ms. Cook and other aggrieved employees to stand throughout the day.

Ms. Cook and other aggrieved employees spent a substantial portion of their day behind or at these drive-thru ordering windows. The nature of the work of an employee performing cashier/drive-thru duties can reasonably be accomplished from a seated position. However, as set forth herein, GOGRI systematically, and on a company-wide basis, does not provide seats or stools at or near the drive-thru ordering windows, forcing Ms. Cook and other aggrieved employees to stand throughout their work shifts.

GOGRI violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A) because Ms. Cook and other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. GOGRI’s management did not inform Ms. Cook and other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of GOGRI’s company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Ms. Cook and other aggrieved employees were forced to stand during shifts and denied seats. GOGRI’s failure to provide suitable seating to Ms. Cook and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(A).

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

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(B) – Failure to Provide Suitable Seating

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(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during “lulls in operation.” *Id.*

GOGRI’s California restaurants are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by other aggrieved employees during lulls in operation. GOGRI could have provided Ms. Cook and other aggrieved employees with a seat or stool in its work areas, but instead denied, and continues to deny, employees seating, forcing them to stand throughout the day.

GOGRI did not provide Ms. Cook and other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. Cook and other aggrieved employees engaged in duties in which the nature of the work required standing, GOGRI denied them the use of seats nearby during lulls in their work duties. Moreover, GOGRI did not inform Ms. Cook and other aggrieved employees of their rights to a seat or stool under California law.

As a result of GOGRI’s company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Ms. Cook and other aggrieved employees were forced to stand during shifts and denied seats. GOGRI’s failure to provide suitable seating to Ms. Cook and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(B).

Ms. Cook and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring GOGRI into compliance with California’s seating 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 tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 5-2001 further provides that: “[w]hen

uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, during the relevant time period, GOGRIIS had a company-wide policy of requiring Ms. Cook and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, to carry out their job duties, but GOGRIIS failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Cook and other aggrieved employees were required to use their personal mobile devices to communicate with management regarding work-related matters, such as addressing issues at the restaurant. Although GOGRIIS required Ms. Cook and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, GOGRIIS failed to reimburse them for this cost.

Second, during the relevant time period, GOGRIIS required Ms. Cook and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Ms. Cook spent about \$25 over the course of her employment to purchase cleaning equipment, such as a squeegee, because GOGRIIS failed to provide her with the necessary supplies which were required for the restaurant to operate properly and/or meet management’s expectations. Although GOGRIIS required Ms. Cook and other aggrieved employees purchase supplies and equipment to carry out their work-related responsibilities, GOGRIIS failed to reimburse them for their out-of-pocket costs to purchase necessary supplies and equipment.

Third, during the relevant time period, GOGRIIS, on a company-wide basis, expected Ms. Cook and other aggrieved employees to wear uniforms bearing the Jack in the Box logo, including visor and shirt. However, GOGRIIS did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, as stated, GOGRIIS only provided Ms. Cook and other aggrieved employees with one uniform shirt at the time of hire. Because GOGRIIS failed to provide Ms. Cook and other aggrieved employees with an adequate number of uniforms in relation to their scheduled shifts and for the tasks they were required to perform, Ms. Cook and other aggrieved employees were forced to pay out-of-pocket for some of their uniform components. For example, Ms. Cook was required to purchase additional uniform shirts. Since GOGRIIS did not provide an adequate number of uniform components to all employees, Ms. Cook and other aggrieved employees were required to purchase additional uniform items, such as shirts, directly from GOGRIIS, and were not reimbursed for these costs. Moreover, because GOGRIIS failed to provide Ms. Cook and other aggrieved employees with an adequate number of uniform items, Ms. Cook and other aggrieved employees were forced to wash their uniforms more frequently than they would otherwise do laundry, and incur expenses in doing so. Thus, GOGRIIS failed to maintain the uniforms it required Ms. Cook and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

GOGRIIS could have provided Ms. Cook and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, cleaning equipment, and adequate number of uniforms or access to laundering services. Or, GOGRIIS could have reimbursed employees for the costs of their mobile device usage, cleaning tools, and laundering expenses or provided a uniform maintenance allowance. Instead, GOGRIIS passed these operating costs off onto Ms. Cook and other aggrieved employees. At all relevant times, Ms. Cook did not earn at least two (2) times the minimum wage.

Thus, GOGRIIS 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. Cook 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.

At all relevant times, on information and belief, GOGRIIS failed, on a company-wide basis, to provide written notice to Ms. Cook and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). GOGRIIS’s failure to provide Ms. Cook and other aggrieved employees with written notice of basic information regarding their employment with GOGRIIS is in violation of Labor Code section 2810.5.

Ms. Cook and 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).

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.” GOGRIIS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Cook’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Cook 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), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Cook, 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 GOGRIIS for violations of California Labor Code sections 201, 202, 204, 221, 223, 224, 450, 551, 552, 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, Ms. Cook 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 Ms. Cook's reasonable attempt to settle her dispute with GOGGRIS prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform GOGGRIS of Ms. Cook's aforementioned grievances and the proposed remedies as detailed below, while affording GOGGRIS a reasonable opportunity to satisfy Ms. Cook's demands.

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

1. GOGGRIS shall pay Ms. Cook and all other aggrieved employees employed by GOGGRIS at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. GOGGRIS 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 and provided lawful meal and rest periods.
3. GOGGRIS shall conduct a survey or interview all current and former aggrieved employees in California who worked for GOGGRIS 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 mobile device expenses, uniforms, uniform maintenance, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. GOGGRIS 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. GOGGRIS 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. GOGGRIS shall pay each aggrieved employee unpaid wages and compensation for violations arising from its unlawful deductions (Labor Code sections 221 and 224) and secret payment of lower wages (Labor Code section 223).
6. GOGGRIS shall reimburse Ms. Cook and all aggrieved employees for their costs and expenses incurred as a result of GOGGRIS's conduct of compelling and/or coercing Ms. Cook and other aggrieved employees to purchase goods, services, or anything of value, in violation of California Labor Code section 450.
7. GOGGRIS shall provide Ms. Cook and all aggrieved employees who worked over thirty (30) hours per week and over six (6) hours per day in a workweek with one day's rest in seven, as required by Labor Code sections 551 and 552.
8. GOGGRIS shall implement and provide suitable seating and suitable resting facilities to all aggrieved employees.
9. GOGGRIS shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for GOGGRIS's benefit, including, but not limited to, costs of mobile device

expenses, cleaning tools, uniforms, and uniform maintenance, as required by Labor Code section 2802.

10. GOGRIIS 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).
11. GOGRIIS shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
12. GOGRIIS shall provide Ms. Cook and all aggrieved employees employed by GOGRIIS 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).
13. GOGRIIS 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.
14. GOGRIIS 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:

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

Best Regards,



Ninel Kocharyan

Copy: GOGRIIS CORPORATION (via U.S. Certified Mail); GOGRIIS J424 CORPORATION (via U.S. Certified Mail); GOGRIIS J4366 CORPORATION (via U.S. Certified Mail); GOGRIIS J447 CORPORATION (via U.S. Certified Mail); INDMEX CORPORATION (via U.S. Certified Mail)

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

CERTIFIED MAIL



7022 2410 0000 2406 4253

GOGRIIS J424 CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539

SENDER, COMPLETE THIS SECTION

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

GOGRIIS J424 CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

B. Received by (Printed Name)

☐ Addressee

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



9590 9402 7420 2055 3561 77

2. Article Number (Transfer from service label)

7022 2410 0000 2406 4253

Service Type

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

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

Domestic Return Receipt

7022 2410 0000 2406 4253

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

OFFICIAL USE

Official Use Only

COU

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

Signature of Addressee (Printed Name) _____
Signature of Agent (Printed Name) _____
Signature of Postmaster (Printed Name) _____

GOGRIIS J424 CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539

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



7022 2410 0000 2406 4277

GOGRIJ J4366 CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539

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.

GOGRIJ J4366 CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539



9590 9402 7420 2055 3561 84

2. Article Number (Transfer from service label)

7022 2410 0000 2406 4277

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
- If YES, enter delivery address below: ☐ No

- 1. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

7022 2410 0000 2406 4277

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

OFFICIAL USE

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

Certified Mail Fee \$
Extra Services & Fees (attach box, and fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Overseas Mail Statement Fee \$

COOK
V.
C.O.B.A.S
Postmark

GOGRIJ J4366 CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539

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



7022 2410 0000 2406 4284

GOGRIJ J447 CORPORATION
43575 MISSION BL., #707
FREMONT, CA 94539

SENDER: COMPLETE THIS SECTION

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

GOGRIJ J447 CORPORATION
43575 MISSION BL., #707
FREMONT, CA 94539



9590 9402 7420 2055 3561 91

2. Article Number (Transfer from service label)

7022 2410 0000 2406 4284

COMPLETE THIS SECTION ON DELIVERY

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

D. Is delivery address different from item 1? ☐ Yes
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
- ☐ Restricted Delivery
- ☐ Priority Mail Express
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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

Domestic Return Receipt

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

Cash

6. Value of Item

7. Signature of Addressee

Postmark

GOGRIJ J447 CORPORATION
43575 MISSION BL., #707
FREMONT, CA 94539

7022 2410 0000 2406 4284

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

CERTIFIED MAIL



7022 2410 0000 2406 4291

INDMEX CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539

SENDER: COMPLETE THIS SECTION

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

INDMEX CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539

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

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

3. Article Number (Transfer from service label)
9590 9402 7420 2055 3562 07
7022 2410 0000 2406 4291

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

Domestic Return Receipt

7022 2410 0000 2406 4291

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

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

OFFICIAL USE

1. Signature of Addressee (Print Name)
2. Signature of Addressee (Print Name)
3. Signature of Addressee (Print Name)
4. Signature of Addressee (Print Name)

INDMEX CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539

Postmark

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.

GOGRIJ424 CORPORATION

43575 MISSION BL, #707

FREMONT, CA 94539

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

2. Article Number (Transfer from service label)

7022 2410 0000 2406 4253

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

PAUL H. H. H.

12-16-22

D. Is delivery address different from item 1?

☐ Yes

☐ No

If YES, enter delivery address below:

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.

GOGRIJ4366 CORPORATION

43575 MISSION BL, #707

FREMONT, CA 94539

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

2. Article Number (Transfer from service label)

7022 2410 0000 2406 4277

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

PAUL H. H. H.

12-16-22

D. Is delivery address different from item 1?

☐ Yes

☐ No

If YES, enter delivery address below:

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.

INDMEX CORPORATION

43575 MISSION BL, #707

FREMONT, CA 94539

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

2. Article Number (Transfer from service label)

7022 2410 0000 2406 4291

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

PAUL H. H. H.

12-16-22

D. Is delivery address different from item 1?

☐ Yes

☐ No

If YES, enter delivery address below:

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.

GOGRIJ CORPORATION

43575 MISSION BL, #707

FREMONT, CA 94539

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

2. Article Number (Transfer from service label)

7022 2410 0000 2406 4246

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

PAUL H. H. H.

12-16-22

D. Is delivery address different from item 1?

☐ Yes

☐ No

If YES, enter delivery address below:

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.

GOGRIJ J447 CORPORATION
43575 MISSION BL, #707
FREMONT, CA 94539



9590 9402 7420 2055 3561 91

2. Article Number (Transfer from service label)

7022 2410 0000 2406 4284

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)

Prashant

C. Date of Delivery

12-16-22

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

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Mail

Mail Restricted Delivery

Domestic Return Receipt