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County of Los Angeles
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANTONIO SANCHEZ, ROSENDO GOMEZ, EDDY AYON, individually, and as aggrieved employees pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiffs,

vs.

SEVEN TWENTY EIGHT COMPANY, INC., a Nevada corporation; ANAHEIM PANCAKES, INC., a Nevada corporation; ARCADIA PANCAKES, INC., a Nevada corporation; HUNTINGTON BEACH NINE EIGHTEEN COMPANY, a Nevada corporation; LONG BEACH PANCAKES, INC., a California corporation; LOS ANGELES PANCAKES, INC., a Nevada corporation; MR. STAX, INC., a Nevada corporation; SIX TWENTY SEVEN COMPANY, INC., a Nevada corporation; SIX THIRTY SIX COMPANY, INC., a Nevada corporation; SIX FIFTY THREE COMPANY, INC., a Nevada corporation; SEVEN FORTY ONE COMPANY, INC., a Nevada corporation; SEVEN FORTY TWO COMPANY, INC., a Nevada corporation;

SEVEN FORTY FOUR COMPANY, INC., a Nevada corporation; SEVEN FIFTY THREE COMPANY, INC., a Nevada corporation; SEVEN SEVENTY TWO COMPANY, INC., a Nevada corporation; SEVEN SEVENTY THREE COMPANY,

Case No.: 25STCV05554

**SECOND AMENDED COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, *ET SEQ.***

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

INC., a California corporation; SEVEN SEVENTY SIX COMPANY, INC., a Nevada corporation; SEVEN SEVENTY NINE COMPANY, INC., a Nevada corporation; SEVEN EIGHTY THREE COMPANY, INC., a Nevada corporation; SEVEN NINETY COMPANY, INC., a Nevada corporation; SEVEN NINETY TWO COMPANY, INC., a Nevada corporation; NINE TWENTY FIVE COMPANY, INC., a Nevada corporation; NINE FORTY COMPANY, INC., a Nevada corporation; NINE FORTY TWO COMPANY, INC., a Nevada corporation; NINE FIFTY ONE COMPANY, INC., a Nevada corporation; SEVENTEEN O EIGHT COMPANY, INC., a Nevada corporation; and DOES 1 through 10, inclusive,

Defendants.

Plaintiffs Antonio Sanchez, Rosendo Gomez, and Eddy Ayon, individually, and as aggrieved employees and on behalf of all aggrieved employees, allege as follows:

**JURISDICTION AND VENUE**

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

2. This Court has jurisdiction over Defendants because Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

3. Venue is proper in this Court, because Defendants filed Statement of Information forms with the California Secretary of State designating a principal place of business in Valencia and Panorama City, County of Los Angeles, in accordance with California Corporations Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants employ persons in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

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## THE PARTIES

4. Plaintiff Antonio Sanchez ("Plaintiff Sanchez") is a resident of Los Angeles, in Los Angeles County, California. Defendants employed Plaintiff Sanchez as an hourly paid, non-exempt cook from approximately February 2005 to December 2024. During his employment, Plaintiff Sanchez typically worked eight (8) hours or more per day and five (5) days per week. Plaintiff Sanchez's primary job duties included, without limitation, preparing ingredients, cooking food, managing inventory, and cleaning.

5. Plaintiff Rosendo Gomez ("Plaintiff Gomez") is a resident of Burbank, in Los Angeles County, California. Defendants employed Plaintiff Gomez as an hourly paid, non-exempt server from approximately June 2021 to April 2025. During his employment, Plaintiff Gomez typically worked seven (7) hours or more per day and four (4) days per week. Plaintiff Gomez's primary job duties included, without limitation, attending to customers, taking orders, preparing coffee, and bringing out food to customers.

6. Plaintiff Eddie Ayon ("Plaintiff Ayon") is a resident of Stockton, in San Joaquin County, California. Defendants employed Plaintiff Ayon as an hourly paid, non-exempt Server from approximately October 2014 to April 2025. During his employment, Plaintiff Ayon typically worked four (4) to five (5) hours or more per day, four (4) day s per week. Plaintiff Ayon's primary job duties included, without limitation, attending to customers, taking orders, preparing coffee, and bringing out food to customers.

7. SEVEN TWENTY EIGHT COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. ANAHEIM PANCAKES, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. ARCADIA PANCAKES, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

10. HUNTINGTON BEACH NINE EIGHTEEN COMPANY was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

11. LONG BEACH PANCAKES, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

12. LOS ANGELES PANCAKES, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

13. MR. STAX, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

14. SIX TWENTY SEVEN COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

15. SIX THIRTY SIX COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

16. SIX FIFTY THREE COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

17. SEVEN FORTY ONE COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

18. SEVEN FORTY TWO COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

19. SEVEN FORTY FOUR COMPANY, INC. was and is, upon information and

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

20. SEVEN FIFTY THREE COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

21. SEVEN SEVENTY TWO COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

22. SEVEN SEVENTY THREE COMPANY, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

23. SEVEN SEVENTY SIX COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

24. SEVEN SEVENTY NINE COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

25. SEVEN EIGHTY THREE COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

26. SEVEN NINETY COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

27. SEVEN NINETY TWO COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

28. NINE TWENTY FIVE COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose

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

29. NINE FORTY COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

30. NINE FORTY TWO COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

31. NINE FIFTY ONE COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

32. SEVENTEEN O EIGHT COMPANY, INC. was and is, upon information and belief, a Nevada corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

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

34. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10 were the partners, agents, owners, or managers of SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY

TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and SEVENTEEN O EIGHT COMPANY, INC., at all relevant times.

35. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; SEVENTEEN O EIGHT COMPANY, INC.; and/or DOES 1 through 10 (collectively, "Defendants" or "MR. STAX"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

37. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,

omissions, occurrences, and transactions alleged herein.

38. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiffs and other aggrieved employees. Each Defendant had the power to hire and fire Plaintiffs and other aggrieved employees, supervised and controlled their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiffs and other aggrieved employees to work and/or "engaged" Plaintiffs and other aggrieved employees so as to create a common-law employment relationship. As joint employers of Plaintiffs and other aggrieved employees, Defendants are jointly and severally liable for the civil penalties and all other relief available to Plaintiffs and other aggrieved employees under the law.

39. Plaintiffs are informed and believe, and thereon allege, that at all relevant times, Defendants, and each of them, have acted as joint employers with respect to Plaintiffs and other aggrieved employees because Defendants have:

(a) jointly exercised meaningful control over the work performed by Plaintiffs and other aggrieved employees;

(b) jointly exercised meaningful control over Plaintiffs' and other aggrieved employees' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiffs and other aggrieved employees;

(c) jointly required that Plaintiffs and other aggrieved employees perform work which is an integral part of Defendants' businesses; and

(d) jointly exercised control over Plaintiffs and other aggrieved employees as a matter of economic reality in that Plaintiffs and other aggrieved employees were dependent on Defendants, who shared the power to set the wages of Plaintiffs and other aggrieved employees and determined their working conditions, and who jointly reaped the benefits from the

underpayment of their wages and noncompliance with other statutory provisions governing their employment.

40. Plaintiffs are informed and believe, and thereon allege, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

41. SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; SEVENTEEN O EIGHT COMPANY, INC.; and DOES 1 through 10 are therefore alter egos of each other.

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

43. Plaintiffs further allege, upon information and belief, that Defendants SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE

COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and SEVENTEEN O EIGHT COMPANY, INC. are alter egos of each other for the following reasons:

(a) On the California Secretary of State's website (https://bizfileonline.sos.ca.gov/), SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and SEVENTEEN O EIGHT COMPANY, INC. share the same principal address and mailing address of "25060 Avenue Stanford, Suite 200, Valencia, CA 91355" and "25060 Avenue Stanford, Suite 210, Valencia, CA 91355"

(b) According to their most recent "Statement of Information" forms filed with the California Secretary of State, SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and SEVENTEEN O EIGHT COMPANY, INC. share the same Chief Executive Officer, Richard Sandness;

(c) According to their most recent "Statement of Information" forms filed with the California Secretary of State, SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR

COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and SEVENTEEN O EIGHT COMPANY, INC. share the same officer, Mark Justice, who serves as Secretary and Chief Financial Officer;

(d) According to their most recent "Statement of Information" forms filed with the California Secretary of State, SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and SEVENTEEN O EIGHT COMPANY, INC. share the same type of business "FAMILY STYLE

RESTAURANT";

(e) On the California Secretary of State's website, SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and SEVENTEEN O EIGHT COMPANY, INC. share the same agent for service of process, Paracorp Incorporated; and

(f) On information and belief, SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO

COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and SEVENTEEN O EIGHT COMPANY, INC. utilize the same standardized employment forms and issue the same employment policies.

**GENERAL ALLEGATIONS**

44. Defendants own and operate approximately 26 IHOP franchise restaurant locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Valencia or Panorama City, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

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

46. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Valencia or Panorama City, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiffs and other aggrieved employees. Based

upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee's employment ends.

47. Defendants continue to employ non-exempt or hourly paid employees in California.

48. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

49. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and other aggrieved employees were not paid for all hours worked because all hours worked were not recorded.

50. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

51. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiffs and other aggrieved employees were not paid at least minimum wages for work done off-the-clock.

52. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other aggrieved employees were entitled to meal periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not

provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and other aggrieved employees were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

53. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other aggrieved employees were entitled to rest periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period and that Plaintiffs and other aggrieved employees were not authorized and permitted to take compliant rest periods or provided with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

54. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiffs and other aggrieved employees were not provided complete and accurate wage statements.

55. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the California Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

56. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other aggrieved employees were entitled to timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiffs and other aggrieved employees did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

57. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or

should have known that Plaintiffs and other aggrieved employees were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiffs and other aggrieved employees did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

58. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should have known that Plaintiffs and other aggrieved employees were entitled to receive full reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

59. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiffs and other aggrieved employees for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and other aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

**PAGA REPRESENTATIVE ALLEGATIONS**

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

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

62. Plaintiffs and other current and former employees of Defendants are "aggrieved

employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current or former employees and each of the alleged violations were committed against them.

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

(a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.

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

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

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

(a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have

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

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

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

65. On February 27, 2025, Plaintiff Sanchez provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff Sanchez's written notice was accompanied with the applicable filing fee of seventy-five dollars ($75). The LWDA PAGA Administrator confirmed receipt of Plaintiff Sanchez's written notice and assigned Plaintiff Sanchez PAGA Case Number LWDA-CM-1083022-25. A true and correct copy of Plaintiff Sanchez's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1." A true and correct copy of Plaintiff Gomez's written notice to the LWDA and Defendants is attached hereto as "Exhibit 2." A true and correct copy of Plaintiff Ayon's written notice to the LWDA and Defendants is attached hereto as "Exhibit 3."

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

67. Thus, Plaintiffs have satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

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

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

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

71. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiffs, acting in the public interest as a private attorney general, seek assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

**PREDICATE VIOLATIONS**

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

72. Plaintiffs incorporate by reference and re-allege as if fully stated herein each

and every allegation set forth above.

73. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC 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."

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

75. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and other aggrieved employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

76. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and other aggrieved 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.

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

78. During the relevant time period, Defendants willfully failed to pay all overtime wages owed to Plaintiffs and other aggrieved employees. During the relevant time period,

Plaintiffs and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were not recorded.

79. First, during the relevant time period, Defendants had, and continue to have, a company-wide policy of discouraging and impeding Plaintiffs 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 Defendants' use of labor budgets and assignment of heavy workloads (*see infra*), led Plaintiffs and other aggrieved employees to work off-the-clock outside of their scheduled shift times. For example, Plaintiff Sanchez would frequently have to clock out at his scheduled shift end-time and stay after his shift for five (5) to ten (10) minutes until the next cook arrived. As a further example, Plaintiff Gomez would spend several minutes cleaning tables before he left for the day, but after he had already clocked out from his scheduled shift end-time.

80. Additionally, during the relevant time period, Defendants' timekeeping system was integrated with the company's point-of-sale ("POS") system and only a limited number of monitors were provided for clocking in and out. Plaintiff Gomez and other aggrieved employees would sometimes have to wait to clock in for the start of their shifts because other employees were using the POS system to handle customer transactions and/or clocking in or out. For instance, Plaintiff Gomez was sometimes required to wait a few minutes off-the-clock and under Defendants' control until a POS monitor was available for clocking in because other employees were using the POS system to process customer orders. Thus, Plaintiffs and other aggrieved employees performed work that was not recorded, time for which they were not paid.

81. Second, as stated, Defendants had, and continue to have, a company-wide policy of strictly staffing their restaurant locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. This practice of labor budgeting and/or limited payroll allocation has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload

and attend to customers. Because Defendants did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Plaintiffs and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Defendants also have a practice of failing to schedule meal periods or adhere to a schedule for meal periods, which further caused Plaintiffs and other aggrieved employees to not be relieved of their duties for compliant meal periods.

82. As a result of this insufficient meal period coverage, Plaintiffs 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, Plaintiffs worked through some of their meal periods entirely because there was an inadequate number of employees to provide coverage. As a further example, Plaintiff Sanchez would have his meal periods interrupted and/or cut short by 10-15 minutes per instance to assist the kitchen or attend to work-related issues, per Defendants' management's request, while Plaintiff Gomez would have his meal periods interrupted and/or cut short in order to attend to a sudden rush of customers, prepare takeout orders, or serve food to customers.

83. Third, in conjunction with Defendants' policy and/or practice of understaffing, Defendants maintained and implemented an on-premises meal period policy, which effectively required Plaintiff Sanchez and other aggrieved employees to remain on or near the work premises during their meal periods. Because Plaintiff Sanchez 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, such as running personal errands. For example, on Plaintiff Sanchez's weekend shifts, Defendants' management required Plaintiff Sanchez to stay on the premises during his meal periods. Thus, Defendants effectively maintained control over Plaintiff Sanchez and other aggrieved employees during unpaid meal periods.

84. Fourth, on information and belief, because Defendants frowned upon employees accruing meal period premiums, Defendants' management pressured employees to

clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when employees had not received compliant meal periods. Additionally, Defendants' company-wide timekeeping system prevented Plaintiffs and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Plaintiffs and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, Defendants did not record all hours worked during meal periods, and Plaintiffs and other aggrieved employees performed work during meal periods for which they were not paid.

85. Defendants knew or should have known that, as a result of these company-wide practices and/or policies, Plaintiffs and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Plaintiffs 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. Therefore, Plaintiffs and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

86. Defendants' failure to pay Plaintiffs 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.

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

87. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

88. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the

time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11050(2)(M) (defining "Hours Worked").

89. As set forth above, in order to limit the amount of overtime employees could accrue, Defendants had, and continue to have, a company-wide policy of discouraging and impeding Plaintiffs and other aggrieved employees from recording hours worked that were outside of their scheduled shifts. Defendants' policy of limiting overtime accrual, in conjunction with their use of labor budgets and assignment of heavy workloads, led Plaintiffs and other aggrieved employees to work off-the-clock before and after their scheduled shift times, including waiting to clock in at a POS terminal. For example, as stated, after clocking out for their scheduled shifts, Plaintiff Sanchez would continue to work until another cook showed up for their shift, while Plaintiff Gomez would finish cleaning tables before he left for the day.

90. Additionally, as set forth above, due to Defendants' company-wide practices and/or policies of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to schedule meal periods or adhere to a schedule for meal periods, requiring certain employees to stay on the work premises during meal periods, and subsequent lack of meal period coverage, Plaintiffs and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock.

91. Additionally, as stated, in order to prevent employees from accruing meal period premiums, Defendants' management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Further, as also stated, Defendants' company-wide timekeeping system prevented Plaintiffs and other aggrieved employees from entering time worked during meal periods because the system locked out Plaintiffs and other aggrieved employees for a full 30 minutes. Thus, Defendants systematically failed to pay Plaintiffs and other aggrieved employees for actual hours worked during unpaid meal periods because these

hours were not always correctly recorded.

92. Defendants did not pay minimum wages for all hours worked by Plaintiffs and other 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, 1197.1, and 1198.

93. Defendants' failure to pay Plaintiffs and other aggrieved employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

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

94. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

95. 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).

96. 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.

97. At all relevant times herein set forth, 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.

98. First, during the relevant time period, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads and failure to schedule meal periods or adhere to a schedule for meal periods, resulted in a lack of meal period coverage and prevented Plaintiffs and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled.

99. As a result, Plaintiffs 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, as stated, Plaintiffs missed some of their meal periods entirely because there was inadequate meal period coverage. For the same reasons, Plaintiff Sanchez's meal periods would be interrupted and/or cut short by 10-15 minutes so he could assist the kitchen or attend to work-related issues with management during this time. When Plaintiff Sanchez was able to take his meal periods, he often took them late, after the seventh or eighth hour of work. As a further example, as stated, Plaintiff Gomez would have his meal periods interrupted and/or cut short in order to attend to a sudden rush of customers, prepare takeout orders, or serve food to customers.

100. Second, as stated, because Defendants frowned upon employees accruing meal period premiums, Defendants' management pressured employees to clock out for meal periods and/or adjusted employee 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 period premiums that would need to be paid by Defendants. As also stated, Defendants' company-wide timekeeping system prevented Plaintiffs and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Plaintiffs and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, Defendants systematically failed to accurately record meal periods.

101. Third, as stated, Defendants maintained and implemented an on-premises meal period policy, which effectively required Plaintiff Sanchez and other aggrieved employees to

remain on or near the work premises during their meal periods. Because Plaintiff Sanchez 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, such as running personal errands. For example, as stated, on weekends, Defendants required Plaintiff Sanchez to stay on the premises during his meal periods, in case he was needed during that time. Thus, Defendants effectively maintained control over Plaintiff Sanchez and other aggrieved employees during meal periods.

102. Fourth, Defendants did not provide Plaintiff Sanchez and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, during the relevant time period, Plaintiff Sanchez often worked shifts in excess of 10 hours in one day and never took a second meal period. Plaintiffs 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.

103. Moreover, on information and belief, Defendants had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. Defendants took the position that non-exempt, hourly paid employees had waived their rights to first meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, Defendants' "Meal Period Waiver" requires employees to provide one day's advanced written notice should they wish to revoke the waiver. Defendants' presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers by providing advance written notice, discouraged and impeded Plaintiffs and other aggrieved employees from taking all meal periods to which they were entitled.

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

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

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

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

106. Furthermore, Defendants engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Plaintiffs and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiffs and other aggrieved employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

107. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198.

**Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations**

108. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

109. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiffs' and other aggrieved employees' employment by Defendants.

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

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

112. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiffs 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, Defendants' company-wide use of labor budgeting, understaffing, and assignment of heavy workloads prevented Plaintiffs and other aggrieved employees from being relieved of all duty in order to take their rest periods. Defendants also failed to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period coverage, further led to Plaintiffs and other aggrieved employees not being authorized and permitted to take compliant rest periods.

113. Moreover, on information and belief, Defendants maintained a company-wide on-premises rest period policy, which effectively required that Plaintiffs and other aggrieved employees remain on Defendants' premises during their rest periods. Because Plaintiffs 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, Defendants effectively maintained control over Plaintiffs and other aggrieved employees during rest periods.

114. As a result of Defendants' practices and policies, Plaintiffs and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Plaintiffs had to forgo all of their rest periods due to a lack of rest period coverage.

115. Defendants have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. Because of this practice and/or policy, Plaintiffs and other aggrieved employees have not received premium pay for all missed rest periods. As a result, Defendants denied Plaintiffs and other aggrieved employees rest periods and failed to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

116. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198.

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

117. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

118. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and

address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

119. At all relevant times, Defendants have knowingly and intentionally provided Plaintiffs and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiffs and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and 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).

120. Because Defendants did not record the time Plaintiffs and other aggrieved employees spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiffs and other 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 Plaintiffs 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).

121. In addition, and separate from these violations, Defendants issued uniform wage statements to Plaintiffs and other aggrieved employees that fail to list the correct address of the legal entity of the actual employer in violation of Labor Code section 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, obtain unemployment benefits, etc. Plaintiffs' and other aggrieved employees' wage statements incorrectly list the employer's address as "913 N San Fernando Road Burbank CA 91504" but, according to the

California Secretary of State's website, the correct address is "25060 AVENUE STANFORD, SUITE 200 VALENCIA, CA 91355."

122. 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 employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

123. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiffs 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.

124. 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, Defendants engaged in company-wide practices and/or policies of failing to record

actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiffs and other aggrieved employees , in violation of section 1198. Furthermore, in light of Defendants' failure to provide Plaintiff Sanchez and other aggrieved employees with second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

**Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination**

125. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

126. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that that were not timely paid to Plaintiffs and those other aggrieved employees no longer employed by Defendants upon their termination.

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

128. Defendants willfully failed to pay Plaintiffs and other aggrieved employees who are no longer employed by Defendants 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 Defendants' employ.

129. Defendants' failure to pay Plaintiffs and other aggrieved employees who are no

longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202.

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

130. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

131. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiffs and other aggrieved employees during their employment.

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

133. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

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

135. During the relevant time period, Defendants willfully failed to pay Plaintiffs and other aggrieved employees all wages due including, but not limited to, overtime wages,

minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

136. Defendants' failure to timely pay Plaintiffs and other aggrieved employees all wages due violates Labor Code section 204.

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

137. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

138. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or 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."

139. First, during the relevant time period, Defendants, on a company-wide basis, required Plaintiffs and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Defendants' management contacted Plaintiff Sanchez on his personal cellular phone regarding work-related matters, such as asking him to go and pick up groceries or ingredients for the restaurant when there was a kitchen shortage. Additionally, other employees would contact Plaintiff Sanchez to notify him whether they would be coming

in to work or not. As a further example, Plaintiff Gomez was required to use his personal cellular phone to call Defendants' management regarding work-related matters, such as asking about customer discount codes or to discuss shift coverage. Although Defendants required Plaintiffs and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, Defendants failed to reimburse them for their costs incurred.

140. Second, during the relevant time period, Defendants had a company-wide policy of requiring Plaintiff Sanchez and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, Defendants required Plaintiff Sanchez to make a 30-mile round trip to Pasadena to attend a kitchen staff meeting regarding new menu items. As a further example, twice during his employment, Plaintiff Sanchez was required to drive to the City of Industry, a 60-mile round trip, to purchase groceries when there was a kitchen shortage at his restaurant. Additionally, on ten (10) different occasions, Defendants' management instructed Plaintiff Sanchez to travel approximately two miles to obtain extra ingredients during kitchen shortages. Although Defendants required Plaintiff Sanchez and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, Defendants did not reimburse them for their travel expenses.

141. Third, during the relevant time period, Defendants required Plaintiff Gomez 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, Plaintiff Gomez spent approximately $5 per month on supplies, including pens and paper used to take customer orders because Defendants failed to provide him with the necessary equipment to complete his work-related tasks. Although Defendants required Plaintiff Gomez and other aggrieved employees to purchase their own supplies for use on the job, Defendants failed to reimburse them for their costs incurred.

142. Fourth, during the relevant time period, Defendants had a company-wide policy of requiring Plaintiffs and other aggrieved employees to report to work in clean and

presentable uniforms bearing the IHOP company name and logo, including uniform shirts, hats, and aprons. However, Defendants did not provide employees with sufficient uniform items to wear in relation to the tasks they were required to perform and the number of shifts they worked throughout the week. For example, Defendants only provided Plaintiff Gomez with two (2) uniform shirts and two (2) uniform aprons at the time of hire. Because Defendants failed to provide Plaintiffs with an adequate number of uniform items, Plaintiffs and other aggrieved employees had to wash their uniforms more frequently than they otherwise would do laundry, and incur expenses in doing so.

143. Due to the nature of restaurant work, the uniform items would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that Plaintiff Sanchez was unable to mix these clothes in with his other laundry and had to wash his uniform items separately from his regular clothing, thus incurring additional laundry expenses for the upkeep of his uniforms. Additionally, because Defendants failed to provide employees with an adequate number of uniform items, Plaintiff Gomez was forced to wash his uniforms more frequently than he would otherwise do laundry, thus incurring additional utility and laundry expenses. Thus, Defendants failed to maintain uniforms they required Plaintiffs and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

144. Defendants could have provided Plaintiffs and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, company vehicles, and supplies/equipment, as well as an adequate number of uniform items or access to laundering services. Or, Defendants could have reimbursed employees for their mobile device usage, travel expenses, mileage, supply and equipment expenses, and laundering expenses or provided a uniform maintenance allowance. Instead, Defendants passed these operating costs onto Plaintiffs and other aggrieved employees. At all relevant times, Plaintiffs did not earn at least two (2) times the minimum wage.

145. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiffs

and other aggrieved employees violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiffs and other aggrieved employees for necessary business-related expenses and costs.

**FIRST CAUSE OF ACTION**

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

**(Against all Defendants)**

146. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

147. California Labor Code sections 2698, *et seq.* permit Plaintiffs to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiffs, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2802.

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

(a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiffs and other aggrieved employees with all required overtime pay, as alleged herein;

(b) Violation of Labor Code sections 1182.12. 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiffs and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;

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

(d) Violation of Labor Code sections 226.7, 516, and 1198, and the

applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiffs and other aggrieved employees to take rest periods, as alleged herein;

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

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

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

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

(i) Violation of Labor Code section 2802 for failure to reimburse Plaintiffs and other aggrieved employees for all business expenses necessarily incurred, as alleged herein.

149. Therefore, Plaintiffs and other aggrieved employees are entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

**PRAYER FOR RELIEF**

Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

**As to the First Cause of Action**

150. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiffs and other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and

permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); and 2802 (by failing to reimburse business expenses);

151. For civil penalties pursuant to the California Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

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

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

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

Dated: October 17, 2025

Respectfully submitted,

Capstone Law APC

By: _____

Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiffs Antonio Sanchez, Rosendo Gomez, and Eddy Ayon

# EXHIBIT “1”

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February 27, 2025

VIA ONLINE SUBMISSION

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

Subject: *Antonio Sanchez v. Seven Twenty Eight Company, Inc., et al.*

Dear PAGA Administrator:

This office represents Antonio Sanchez in connection with his claims under the California Labor Code. Mr. Sanchez was an employee of SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and/or SEVENTEEN O EIGHT COMPANY, INC. For the purpose of this letter, Mr. Sanchez collectively refers to these entities as "MR. STAX."

The employers may be contacted directly at the addresses below:

SEVEN TWENTY EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

ANAHEIM PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

HUNTINGTON BEACH NINE EIGHTEEN COMPANY
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

MR. STAX, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SIX TWENTY SEVEN COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

SEVEN FORTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN FORTY FOUR COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN SEVENTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

SEVEN SEVENTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN SEVENTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

SEVEN SEVENTY NINE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN EIGHTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

SEVEN NINETY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

NINE TWENTY FIVE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

NINE FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

NINE FIFTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVENTEEN O EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

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

MR. STAX employed Mr. Sanchez as an hourly paid, non-exempt employee from approximately February 2005 to December 2024. Mr. Sanchez worked for MR. STAX as a cook Cook Leader at its restaurant in Burbank, California. During his employment, Mr. Sanchez typically worked six (6) hours to eight (8) hours or more per day, and five (5) days per week. At the time Mr. Sanchez's employment with MR. STAX ended, he earned approximately $23.00 per hour. His job duties included, without limitation, preparing ingredients, cooking food, managing inventory, and cleaning.

MR. STAX has committed each of the following Labor Code violations against Mr. Sanchez, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1): [1]

**MR. STAX's Company-Wide and Uniform Payroll and HR Practices**

SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; SEVENTEEN O EIGHT COMPANY, INC. are Nevada corporations. LONG BEACH PANCAKES, INC. and SEVEN SEVENTY THREE COMPANY, INC. are California corporations. SEVEN THIRTY FIVE CO., A CALIFORNIA LIMITED PARTNERSHIP is a California limited partnership. Together, they operate IHOP franchise restaurants with approximately 26 locations throughout California. Upon information and belief, MR. STAX maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Valencia or Panorama City, California, for all non-exempt, hourly paid employees working for MR. STAX in California, including Mr. Sanchez and other aggrieved employees. At all relevant times, MR. STAX issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Sanchez and other aggrieved employees, regardless of their location or position.

Upon information and belief, MR. STAX maintains a centralized Payroll department at its corporate headquarters in Valencia or Panaroma City, California, which processes payroll for all non-exempt, hourly paid employees working for MR. STAX in California, including Mr. Sanchez and other

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

aggrieved employees. Further, MR. STAX issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Mr. Sanchez and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, MR. STAX utilized the same methods and formulas when calculating wages due to Mr. Sanchez 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.

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

First, during the relevant time period, MR. STAX had, and continues to have, a company-wide policy of discouraging and impeding Mr. Sanchez 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 MR. STAX's use of labor budgets and assignment of heavy workloads (*see infra*), led Mr. Sanchez and other aggrieved employees to work off-the-clock after their scheduled shift times. For example, Mr. Sanchez would frequently have to clock out at his scheduled shift end-time and stay after his shift for five (5) to ten (10) minutes until the next cook arrived. However, Mr. Sanchez received no compensation for this time spent continuing to assist in the kitchen and helping with food orders while off-the-clock.

Second, as stated, MR. STAX 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 the corporate office. This practice of labor budgeting and/or limited payroll allocation has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Because MR. STAX did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Mr. Sanchez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. MR. STAX also had a practice of failing to adhere to a schedule for meal periods, which further caused Mr. Sanchez and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result of this insufficient meal period coverage, Mr. Sanchez 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, Mr. Sanchez worked through some of his meal periods

entirely because there was an inadequate number of employees to provide coverage. Mr. Sanchez's meal periods would also be interrupted and/or cut short by 10-15 minutes per instance to assist the kitchen or attend to work-related issues, per MR. STAX's management's's request. On information and belief, because MR. STAX frowned upon employees accruing meal period premiums, MR. STAX's management adjusted employee time records to reflect compliant meal periods, even when employees had not received compliant meal periods. Thus, MR. STAX did not record all hours worked during meal periods, and Mr. Sanchez and other aggrieved employees performed work during meal periods for which they were not paid.

Third, in conjunction with MR. STAX's policy and/or practice of understaffing, MR. STAX maintained and implemented an on-premises meal period policy, which effectively required Mr. Sanchez and other aggrieved employees to remain on or near the work premises during their meal periods. Because Mr. Sanchez 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, such as running personal errands. For example, on Mr. Sanchez's weekend shifts, MR. STAX's management required Mr. Sanchez to stay on the premises during his meal periods. Thus, MR. STAX effectively maintained control over Mr. Sanchez and other aggrieved employees during unpaid meal periods.

Fourth, MR. STAX's company-wide timekeeping system prevented Mr. Sanchez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Sanchez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, MR. STAX did not record all hours worked during meal periods, and Mr. Sanchez and other aggrieved employees performed work during meal periods for which they were not paid.

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

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

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

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

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

As set forth above, in order to limit the amount of overtime employees could accrue, MR. STAX had, and continues to have, a company-wide policy of discouraging and impeding Mr. Sanchez and other aggrieved employees recording hours worked that were outside of their scheduled shifts. MR. STAX's policy of limiting overtime accrual, in conjunction with its use of labor budgets and assignment of heavy workloads, led Mr. Sanchez and other aggrieved employees to work off-the-clock after their scheduled shift times. For example, as stated, after clocking out for his scheduled shift, Mr. Sanchez would continue to work until another cook showed up for their shift.

Additionally, as set forth above, due to MR. STAX's company-wide practice of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to adhere to a schedule for meal periods, requiring employees to stay on the work premises during meal periods, and subsequent lack of meal period coverage, Mr. Sanchez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, as also stated, in order to prevent employees from accruing meal period premiums, MR. STAX's management adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Additionally, as stated, MR. STAX's company-wide timekeeping system prevented Mr. Sanchez and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Sanchez and other aggrieved employees for a full 30 minutes. Thus, MR. STAX systematically failed to pay Mr. Sanchez and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

MR. STAX did not pay at least minimum wages for all hours worked by Mr. Sanchez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, MR. STAX 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, MR. STAX regularly failed to pay at least minimum wages to Mr. Sanchez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Sanchez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53

Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, MR. STAX 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 failure to adhere to a schedule for meal periods, resulted in a lack of meal period coverage and prevented Mr. Sanchez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled.

As a result, Mr. Sanchez 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, as stated, Mr. Sanchez missed some of his meal periods entirely because there was inadequate meal coverage. For the same reasons, Mr. Sanchez's meal periods would be interrupted and/or cut short by 10-15 minutes so he could assist the kitchen or attend to work-related issues with management during this time. As a further example, when Mr. Sanchez would take his meal periods, he often took them late, after the seventh or eighth hour of work.

Second, as stated, because MR. STAX frowned upon employees accruing meal period premiums, MR. STAX's management adjusted employee 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 period premiums that would need to be paid by MR. STAX. As also stated, MR. STAX's company-wide timekeeping system prevented Mr. Sanchez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Sanchez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, MR. STAX did not record all hours worked during meal periods.

Third, as stated, MR. STAX maintained and implemented an on-premises meal period policy, which effectively required Mr. Sanchez and other aggrieved employees to remain on or near the work premises during their meal periods. Because Mr. Sanchez 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, such as running personal errands. For example, as stated, on weekends, MR. STAX required Mr. Sanchez to stay on the premises during his meal periods, in case he was needed during that time. Thus, MR. STAX effectively maintained control over Mr. Sanchez and other aggrieved employees during unpaid meal periods.

Fourth, MR. STAX did not provide Mr. Sanchez and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, during the relevant time period, Mr. Sanchez often worked shifts in excess of 10 hours in one day and never took a second meal period. Mr. Sanchez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, MR. STAX had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. MR. STAX took the position that non-exempt, hourly paid employees had waived their rights to first meal periods for the entirety of their

employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, MR. STAX's "Meal Period Waiver" requires employees to provide one day's advanced written notice should they wish to revoke the waiver. MR. STAX's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers by providing advance written notice, discouraged and impeded Mr. Sanchez and other aggrieved employees from taking all meal periods to which they were entitled.

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

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

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

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

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

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

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

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any

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

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

During the relevant time period, MR. STAX regularly failed to authorize and permit Mr. Sanchez 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, MR. STAX's company-wide use of labor budgeting, understaffing, and assignment of heavy workloads prevented Mr. Sanchez and other aggrieved employees from being relieved of all duty in order to take their rest periods. MR. STAX also failed to schedule rest periods, which, coupled with MR. STAX's failure to provide adequate rest period coverage, further led to Mr. Sanchez and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Moreover, on information and belief, MR. STAX maintained a company-wide on-premises rest period policy, which effectively required that Mr. Sanchez and other aggrieved employees remain on MR. STAX's premises during their rest periods. Because Mr. Sanchez 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, MR. STAX effectively maintained control over Mr. Sanchez and other aggrieved employees during rest periods.

As a result of MR. STAX's practices and policies, Mr. Sanchez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Sanchez had to forgo all of his rest periods due to a lack of rest period coverage.

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

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

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

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. MR. STAX has not provided Mr. Sanchez 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, MR. STAX has knowingly and intentionally provided Mr. Sanchez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, MR. STAX issued uniform wage statements to Mr. Sanchez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, MR. STAX violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

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

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

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

1174(d), MR. STAX willfully failed to maintain accurate payroll records for Mr. Sanchez 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, MR. STAX engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Sanchez and other aggrieved employees, in violation of section 1198. Furthermore, in light of MR. STAX's failure to provide Mr. Sanchez and other aggrieved employees with second 30-minute meal periods to which they were entitled, MR. STAX kept no records of meal start and end times for second meal periods.

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

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

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

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

During the relevant time period, MR. STAX failed to pay Mr. Sanchez 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.

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

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

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

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

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

**Violation of California Labor Code § 2802 – Unreimbursed Business Expenses**

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." 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, MR. STAX, on a company-wide basis, required Mr. Sanchez and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, MR. STAX's management contacted Mr. Sanchez on his personal cellular phone regarding work-related matters, such as asking him to go and pick up groceries or ingredients for the restaurant when there was a kitchen shortage. Additionally, other employees would contact Mr. Sanchez to notify him whether they would be coming in to work or not. Although MR. STAX required Mr. Sanchez and

other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, MR. STAX failed to reimburse them for their costs incurred.

Second, during the relevant time period, MR. STAX had a company-wide policy of requiring Mr. Sanchez and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, MR. STAX required Mr. Sanchez to make a 30-mile round trip to Pasadena to attend a meeting for the kitchen staff regarding new menu items. As a further example, twice during his employment, Mr. Sanchez was required to drive to the City of Industry, a 60-mile round trip, to purchase groceries when there was a kitchen shortage at the restaurant. Additionally, on ten (10) different occasions, MR. STAX's management instructed Mr. Sanchez to travel approximately two miles to obtain extra ingredients during kitchen shortages. Although MR. STAX required Mr. Sanchez and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, MR. STAX did not reimburse them for their travel expenses.

Third, during the relevant time period, MR. STAX had a company-wide policy of requiring Mr. Sanchez and other aggrieved employees to wear uniforms bearing the "IHOP" company name and logo, including uniform shirts and hats. Due to the nature of restaurant work, Mr. Sanchez's uniform items would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that he was unable to mix these clothes in with other laundry. As a result, Mr. Sanchez had to wash his uniform items separately from his regular clothing, thus incurring additional laundry expenses for the upkeep of his uniforms. Thus, MR. STAX failed to maintain uniforms it required Mr. Sanchez and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

MR. STAX could have provided Mr. Sanchez and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles, as well as access to laundering services. Or, MR. STAX could have reimbursed employees for their mobile device usage, travel expenses, mileage, and laundering expenses or provided a uniform maintenance allowance. Instead, MR. STAX passed these operating costs onto Mr. Sanchez and aggrieved employees. At all relevant times, Mr. Sanchez did not earn at least two (2) times the minimum wage.

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

**California Labor Code § 558(a)**

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

MR. STAX, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Sanchez's and other aggrieved employees' rights by violating various sections of the California Labor Code.

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

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

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

Arianna Eguiluz
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 712-8142

Best Regards,



Arianna Eguiluz

Copy: SEVEN TWENTY EIGHT COMPANY, INC. (via U.S. Certified Mail); ANAHEIM PANCAKES, INC. (via U.S. Certified Mail); ARCADIA PANCAKES, INC. (via U.S. Certified Mail); HUNTINGTON BEACH NINE EIGHTEEN COMPANY (via U.S. Certified Mail); LONG BEACH PANCAKES, INC. (via U.S. Certified Mail); LOS ANGELES PANCAKES, INC. (via U.S. Certified Mail); MR. STAX, INC. (via U.S. Certified Mail); SIX TWENTY SEVEN COMPANY, INC. (via U.S. Certified Mail); SIX THIRTY SIX COMPANY, INC. (via U.S. Certified Mail); SIX FIFTY THREE COMPANY, INC. (via U.S. Certified Mail); SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); SEVEN FORTY ONE COMPANY, INC. (via U.S. Certified Mail); SEVEN FORTY TWO COMPANY, INC. (via U.S. Certified Mail); SEVEN FORTY FOUR COMPANY, INC. (via U.S. Certified Mail); SEVEN FIFTY THREE COMPANY, INC. (via U.S. Certified Mail); SEVEN SEVENTY TWO COMPANY, INC. (via U.S. Certified Mail); SEVEN SEVENTY THREE COMPANY, INC. (via U.S. Certified Mail); SEVEN SEVENTY SIX COMPANY, INC. (via U.S. Certified Mail); SEVEN SEVENTY NINE COMPANY, INC. (via U.S. Certified Mail); SEVEN EIGHTY THREE COMPANY, INC. (via U.S. Certified Mail); SEVEN NINETY COMPANY, INC. (via U.S. Certified Mail); SEVEN NINETY TWO COMPANY, INC. (via U.S. Certified Mail); NINE TWENTY FIVE COMPANY, INC. (via U.S. Certified Mail); NINE FORTY COMPANY, INC. (via U.S. Certified Mail); NINE FORTY TWO COMPANY, INC. (via U.S. Certified Mail); NINE FIFTY ONE COMPANY, INC. (via U.S. Certified Mail); SEVENTEEN O EIGHT COMPANY, INC. (via U.S. Certified Mail)

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Los Angeles, CA. 90067

CERTIFIED MAIL

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CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
☑ Return Receipt (electronic) $
☐ Return Receipt (hardcopy) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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

9589 0710 5270 0211 0138 03

SANCHEZ V, 728

ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

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.

ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5730 05

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0138 03

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ 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

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

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Total Postage and Fees

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Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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

9589 0710 5270 0211 0138 10

HUNTINGTON BEACH NINE
EIGHTEEN COMPANY
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

HUNTINGTON BEACH NINE
EIGHTEEN COMPANY
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

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.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

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

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

HUNTINGTON BEACH NINE
EIGHTEEN COMPANY
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5730 12

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0138 10

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

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

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

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

CERTIFIED MAIL

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Street and Apt. No., or PO Box No.
City, State, ZIP+4®

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

9589 0710 5270 0211 0138 27

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

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.

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☐ Agent
☐ Addressee

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

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

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5730 29

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0138 27

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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Los Angeles, CA. 90067

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9589 0710 5270 0211 0138 34

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

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

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Adult Signature Restricted Delivery $

Postage

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Total Postage and Fees

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Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

9589 0710 5270 0211 0138 34

**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.

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5730 36

2. Article Number *(Transfer from service label)*

9589 0710 5270 0211 0138 34

***COMPLETE THIS SECTION ON DELIVERY***

A. Signature

X ☐ Agent ☐ Addressee

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

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

3. Service Type

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

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Capstone Law, APC
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Los Angeles, CA. 90067

9589 0710 5270 0211 0138 41

U.S. Postal Service™
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Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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9589 0710 5270 0211 0138 41

MR. STAX, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

MR. STAX, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

**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.

MR. STAX, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5730 43

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0138 41

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

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

Service Type

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

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

CERTIFIED MAIL

9589 0710 5270 0211 0138 58

SIX TWENTY SEVEN
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

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

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Postage

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Total Postage and Fees

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Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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

9589 0710 5270 0211 0138 58

SIX TWENTY SEVEN
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

SANCHEZ V, 728

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.

SIX TWENTY SEVEN
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5727 87

2. Article Number

9589 0710 5270 0211 0138 58

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
■ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)

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

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Los Angeles, CA. 90067

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Street and Apt. No., or PO Box No.
City, State, ZIP+4®
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SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

SANCHEZ V, 728

9589 0710 5270 0211 0138 65

SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

**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.

SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5727 94

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0138 65

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X ☐ Agent ☐ Addressee

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

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

3. Service Type
☐ Adult Signature
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☑ Certified Mail®
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☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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Los Angeles, CA. 90067

CERTIFIED MAIL

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Domestic

9589 0710 5270 0211 0138 72

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

Postage
Total Postage and Fees
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

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

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

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.

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5728 00

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0138 72

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

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

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
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☐ Signature Confirmation™
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Restricted Delivery

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CERTIFIED MAIL

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Domestic

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

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

SEVEN THIRTY FIVE, CO.,
A CALIFORNIA
LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

SANCHEZ V, 728

9589 0710 5270 0211 0138 89

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

SEVEN THIRTY FIVE, CO.,
A CALIFORNIA
LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

**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.

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X ☐ Agent ☐ Addressee

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

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

SEVEN THIRTY FIVE, CO.,
A CALIFORNIA
LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

9590 9402 8803 4005 5728 17

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0138 89

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
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- ☐ Collect on Delivery
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- ☐ Mail Restricted Delivery
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- ☐ Registered Mail™
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- ☐ Signature Confirmation Restricted Delivery

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

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

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City, State, ZIP+4®
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SEVEN FORTY ONE
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

9589 0710 5270 0211 0138 96

SEVEN FORTY ONE
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

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.

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

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

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

9590 9402 8803 4005 5728 24

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0138 96

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

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Los Angeles, CA. 90067

CERTIFIED MAIL®

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Postage

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Total Postage and Fees

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Sent To

SEVEN FORTY TWO
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

SANCHEZ V, 728

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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

9589 0710 5270 0211 0139 02

SEVEN FORTY TWO
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

**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.

SEVEN FORTY TWO
COMPANY, INC.
25060 AVENUE STANFORD, STE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5728 31

2 [illegible] *Transfer from service label*

9589 0710 5270 0211 0139 02

***COMPLETE THIS SECTION ON DELIVERY***

A. Signature

X ☐ Agent ☐ Addressee

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

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

3. Service Type

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

Restricted Delivery

(over $500)

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

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

CERTIFIED MAIL

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U.S. Postal Service™
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Postage

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Total Postage and Fees

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Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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

9589 0710 5270 0211 0139 19

SEVEN FORTY FOUR
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

SEVEN FORTY FOUR
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

**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.

SEVEN FORTY FOUR
COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5728 48

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 0139 19

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

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
■ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
Mail Restricted Delivery
00)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

CERTIFIED MAIL

9589 0710 5270 0211 0139 26

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

SEVEN FIFTY THREE
COMPANY, INC.
25060 AVENUE STANFORD,STE 200
VALENCIA, CA 91355

SANCHEZ V, 728

9589 0710 5270 0211 0139 26

SEVEN FIFTY THREE
COMPANY, INC.
25060 AVENUE STANFORD,STE 200
VALENCIA, CA 91355

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.

SEVEN FIFTY THREE
COMPANY, INC.
25060 AVENUE STANFORD,STE 200
VALENCIA, CA 91355

9590 9402 8803 4006 5729 55

9589 0710 5270 0211 0139 26

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

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

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

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

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

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

CERTIFIED MAIL

9589 0710 5270 0211 0139 33

U.S. Postal Service™
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Domestic Mail Only

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

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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

SEVEN SEVENTY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
STE 200
VALENCIA, CA 91355

9589 0710 5270 0211 0139 33

SANCHEZ V, 728

SEVEN SEVENTY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
STE 200
VALENCIA, CA 91355

**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.

SEVEN SEVENTY TWO COMPANY, INC.
25060 AVENUE STANFORD,STE 210
STE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5728 62

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 0139 33

***COMPLETE THIS SECTION ON DELIVERY***

A. Signature
X ☐ Agent ☐ Addressee

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

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

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

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

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

CERTIFIED MAIL

9589 0710 5270 0211 0139 40

U.S. Postal Service™
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Postage

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Total Postage and Fees

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Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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

9589 0710 5270 0211 0139 40

SEVEN SEVENTY THREE
COMPANY, INC.
25060 AVENUE STANFORD,STE 200
VALENCIA, CA 91355

SANCHEZ V, 728

SEVEN SEVENTY THREE
COMPANY, INC.
25060 AVENUE STANFORD,STE 200
VALENCIA, CA 91355

**SENDER:** *COMPLETE THIS SECTION*

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

SEVEN SEVENTY THREE
COMPANY, INC.
25060 AVENUE STANFORD,STE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5728 79

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0139 40

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature

X

☐ Agent
☐ Addressee

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

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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

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

CERTIFIED MAIL®

9589 0710 5270 0211 0139 57

SEVEN SEVENTY SIX
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
SUITE 200
VALENCIA, CA 91355

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

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

Certified Mail Fee $

Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage $

Total Postage and Fees $

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

SEVEN SEVENTY SIX
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
SUITE 200
VALENCIA, CA 91355

SANCHEZ V, 728

9589 0710 5270 0211 0139 57

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

**SENDER: COMPLETE THIS SECTION**

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

SEVEN SEVENTY SIX
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5728 86

9589 0710 5270 0211 0139 57

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X ☐ Agent ☐ Addressee

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

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

Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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

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

CERTIFIED MAIL

9589 0710 5270 0211 0139 64

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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Total Postage and Fees
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Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

SEVEN SEVENTY NINE
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

9589 0710 5270 0211 0139 64

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

SEVEN SEVENTY NINE
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

**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.

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X
☐ Agent
☐ Addressee

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

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

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

9590 9402 8803 4005 5728 93

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 0139 64

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

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

CERTIFIED MAIL

9589 0710 5270 0211 0137 42

SEVEN EIGHTY THREE
COMPANY, INC.
25060 AVENUE STANFORD,STE 200
VALENCIA, CA 91355

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

For delivery

Certified Mail Fee
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Return Receipt
Return Receipt
Certified Mail
Adult Signature
Adult Signature

Postage
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Total Postage and Fees
$

SEVEN EIGHTY THREE
COMPANY, INC.
25060 AVENUE STANFORD,STE 200
VALENCIA, CA 91355

SANCHEZ V, 728

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

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

9589 0710 5270 0211 0137 42

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.

SEVEN EIGHTY THREE
COMPANY, INC.
25060 AVENUE STANFORD,STE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5729 09

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0137 42

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

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

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
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☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

CERTIFIED MAIL

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

9589 0710 5270 0211 0139 71

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Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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

9589 0710 5270 0211 0139 71

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD,
STE 210, STE 200
VALENCIA, CA 91355

SANCHEZ V, 728

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD,
STE 210, STE 200
VALENCIA, CA 91355

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.

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD,
STE 210, STE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5729 16

9589 0710 5270 0211 0139 71

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
(over $500)

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

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

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

CERTIFIED MAIL

9589 0710 5270 0211 0139 88

U.S. Postal Service™
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Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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

9589 0710 5270 0211 0139 88

SEVEN NINETY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

SEVEN NINETY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

SENDER: *COMPLETE THIS SECTION*

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

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

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

SEVEN NINETY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5729 23

9589 0710 5270 0211 0139 88

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

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

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

CERTIFIED MAIL

9589 0710 5270 0211 0137 28

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

NINE TWENTY FIVE
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

9589 0710 5270 0211 0137 28

PS Form 3800, January 2023 See Reverse for Instructions

NINE TWENTY FIVE
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

**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.

NINE TWENTY FIVE
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5729 30

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0137 28

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X ☐ Agent ☐ Addressee

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

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

Service Type

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

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

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

CERTIFIED MAIL

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NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

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

9589 0710 5270 0211 0137 35

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

Postage
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Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

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

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

**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.

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5729 47

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 0137 35

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X
☐ Agent
☐ Addressee

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

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

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

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

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

CERTIFIED MAIL

9589 0710 5270 0211 0137 59

NINE FORTY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

U.S. Postal Service™
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City, State, ZIP+4®

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

9589 0710 5270 0211 0137 59

NINE FORTY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

**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.

NINE FORTY TWO
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5729 54

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 0137 59

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature
X
☐ Agent
☐ Addressee

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

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Restricted Delivery
(over $500)
☐ 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

CERTIFIED MAIL®

9589 0710 5270 0211 0137 66

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

NINE FIFTY ONE
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

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

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Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

NINE FIFTY ONE
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

SANCHEZ V, 728

9589 0710 5270 0211 0137 66

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

**SENDER: COMPLETE THIS SECTION**

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X ☐ Agent ☐ Addressee

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

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

NINE FIFTY ONE
COMPANY, INC.
25060 AVENUE STANFORD,STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5729 61

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0137 66

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

CERTIFIED MAIL

9589 0710 5270 0211 0137 73

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

SEVENTEEN O EIGHT
COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210, SUITE 200
VALENCIA, CA 91355

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domesti

For delive

Certified Mail

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Extra Services

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Return Rec

Certified Mi

Adult Signa

Adult Signa

Postage

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Total Postage and Fees

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Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

SEVENTEEN O EIGHT
COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210, SUITE 200
VALENCIA, CA 91355

SANCHEZ V, 728

9589 0710 5270 0211 0137 73

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

**SENDER: *COMPLETE THIS SECTION***

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

SEVENTEEN O EIGHT
COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5729 78

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 0137 73

***COMPLETE THIS SECTION ON DELIVERY***

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

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

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

# EXHIBIT “2”

Capstone LAW APC

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

MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

June 11, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/411)

Subject: *Rosendo Gomez v. Seven Twenty Eight Company, Inc., et al.*

Dear PAGA Administrator:

This office represents Rosendo Gomez in connection with his claims under the California Labor Code. Mr. Gomez was an employee of SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and/or SEVENTEEN O EIGHT COMPANY, INC. For the purpose of this letter, Mr. Gomez collectively refers to these entities as "MR. STAX."

The employers may be contacted directly at the addresses below:

SEVEN TWENTY EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

ANAHEIM PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

HUNTINGTON BEACH NINE EIGHTEEN COMPANY
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

MR. STAX, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SIX TWENTY SEVEN COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

SEVEN FORTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN FORTY FOUR COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN SEVENTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

SEVEN SEVENTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN SEVENTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

SEVEN SEVENTY NINE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN EIGHTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

SEVEN NINETY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

NINE TWENTY FIVE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

NINE FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

NINE FIFTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVENTEEN O EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

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

MR. STAX employed Mr. Gomez as an hourly paid, non-exempt employee from approximately July 2021 to April 2025. Mr. Gomez worked for MR. STAX as a server at its restaurant in Burbank, California. During his employment, Mr. Gomez typically worked seven (7) hours or more per day, and four (4) days per week. At the time Mr. Gomez's employment with MR. STAX ended, he earned approximately $16.50 per hour. His job duties included, without limitation, attending to customers, taking orders, preparing coffee, and bringing out food to customers.

MR. STAX has committed each of the following Labor Code violations against Mr. Gomez, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1): [1]

**MR. STAX's Company-Wide and Uniform Payroll and HR Practices**

SEVEN TWENTY EIGHT COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SIX FIFTY THREE COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; SEVENTEEN O EIGHT COMPANY, INC. are Nevada corporations. LONG BEACH PANCAKES, INC. and SEVEN SEVENTY THREE COMPANY, INC. are California corporations. SEVEN THIRTY FIVE CO., A CALIFORNIA LIMITED PARTNERSHIP is a California limited partnership. Together, they operate IHOP franchise restaurants with approximately 26 locations throughout California. Upon information and belief, MR. STAX maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Valencia, California, for all non-exempt, hourly paid employees working for MR. STAX in California, including Mr. Gomez and other aggrieved employees. At all relevant times, MR. STAX issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Gomez and other aggrieved employees, regardless of their location or position.

Upon information and belief, MR. STAX maintains a centralized Payroll department at its corporate headquarters in Valencia, California, which processes payroll for all non-exempt, hourly paid employees working for MR. STAX in California, including Mr. Gomez and other aggrieved

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

employees. Further, MR. STAX issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Mr. Gomez and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, MR. STAX utilized the same methods and formulas when calculating wages due to Mr. Gomez 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.

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

First, during the relevant time period, MR. STAX had, and continues to have, a company-wide policy of discouraging and impeding Mr. Gomez 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 MR. STAX's use of labor budgets and assignment of heavy workloads (*see infra*), led Mr. Gomez and other aggrieved employees to work off-the-clock outside of their scheduled shift times. For example, Mr. Gomez would spend several minutes cleaning tables before he left for the day, but after he had already clocked out from his scheduled shift end-time.

Additionally, during the relevant time period, MR. STAX's timekeeping system was integrated with the company's point-of-sale ("POS") system and only a limited number of monitors were provided for clocking in and out. Mr. Gomez and other aggrieved employees would sometimes have to wait to clock in for the start of their shifts because other employees were using the POS system to handle customer transactions and/or clocking in or out. For instance, Mr. Gomez was sometimes required to wait a few minutes off-the-clock and under MR. STAX's control until a POS monitor was available for clocking in because other employees were using the POS system to process customer orders. Thus, Mr. Gomez and other aggrieved employees performed work that was not recorded, time for which they were not paid.

Second, as stated, MR. STAX 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 the corporate office. This practice of labor budgeting and/or limited payroll allocation has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Because MR. STAX did not employ or staff a sufficient number of employees to meet customer demand, there was no one

available to relieve employees needing meal period coverage, and Mr. Gomez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. MR. STAX also had a practice of failing to schedule meal periods or adhere to a schedule for meal periods, which further caused Mr. Gomez and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result of this insufficient meal period coverage, Mr. Gomez 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, Mr. Gomez worked through some of his meal periods entirely because there was an inadequate number of employees to provide coverage. Mr. Gomez's meal periods would also be interrupted and/or cut short in order to attend to a sudden rush of customers, prepare takeout orders, or serve food to customers.

Third, on information and belief, because MR. STAX frowned upon employees accruing meal period premiums, MR. STAX's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when employees had not received compliant meal periods. Additionally, MR. STAX's company-wide timekeeping system prevented Mr. Gomez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Gomez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, MR. STAX did not record all hours worked during meal periods, and Mr. Gomez and other aggrieved employees performed work during meal periods for which they were not paid.

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

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

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

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

As set forth above, in order to limit the amount of overtime employees could accrue, MR. STAX had, and continues to have, a company-wide policy of discouraging and impeding Mr. Gomez and other aggrieved employees recording hours worked that were outside of their scheduled shifts. MR. STAX's policy of limiting overtime accrual, in conjunction with its use of labor budgets and assignment of heavy workloads, led Mr. Gomez and other aggrieved employees to work off-the-clock before and after their scheduled shift times, including waiting to clock in at a POS terminal prior to clocking in and cleaning tables after clocking out from their shifts.

Additionally, as set forth above, due to MR. STAX's company-wide practices and/or policies of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to schedule meal periods and/or adhere to a schedule for meal periods, and subsequent lack of meal period coverage, Mr. Gomez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, as stated, in order to prevent employees from accruing meal period premiums, MR. STAX's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Additionally, as also stated, MR. STAX's company-wide timekeeping system prevented Mr. Gomez and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Gomez and other aggrieved employees for a full 30 minutes. Thus, MR. STAX systematically failed to pay Mr. Gomez and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

MR. STAX did not pay at least minimum wages for all hours worked by Mr. Gomez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, MR. STAX 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, MR. STAX regularly failed to pay at least minimum wages to Mr. Gomez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Gomez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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

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

hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, MR. STAX 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 failure to schedule meal periods or adhere to a schedule for meal periods, resulted in a lack of meal period coverage and prevented Mr. Gomez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Mr. Gomez 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, as stated, Mr. Gomez missed some of his meal periods entirely because there was inadequate meal coverage. For the same reasons, Mr. Gomez's meal periods would have his meal periods interrupted and/or cut short in order to attend to a sudden rush of customers, prepare takeout orders, or serve food to customers.

Second, as stated, because MR. STAX frowned upon employees accruing meal period premiums, MR. STAX's management pressured employees to clock out of meal periods and/or adjusted employee 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 period premiums that would need to be paid by MR. STAX. As also stated, MR. STAX's company-wide timekeeping system prevented Mr. Gomez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Gomez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, MR. STAX systematically failed to accurately record meal periods. Mr. Gomez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, MR. STAX had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. MR. STAX took the position that non-exempt, hourly paid employees had waived their rights to first meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, MR. STAX's "Meal Period Waiver" requires employees to provide one day's advanced written notice should they wish to revoke the waiver. MR. STAX's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers by providing advance written notice, discouraged and impeded Mr. Gomez and other aggrieved employees from taking all meal periods to which they were entitled.

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

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

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

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

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

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

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

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

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

During the relevant time period, MR. STAX regularly failed to authorize and permit Mr. Gomez 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, MR. STAX's company-wide use of labor budgeting, understaffing, and assignment of heavy workloads prevented Mr. Gomez and other aggrieved employees from being relieved of all duty in order to take their rest periods. MR. STAX also failed to schedule rest periods, which, coupled with MR. STAX's failure to provide adequate rest period

coverage, further led to Mr. Gomez and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Moreover, on information and belief, MR. STAX maintained a company-wide on-premises rest period policy, which effectively required that Mr. Gomez and other aggrieved employees remain on MR. STAX's premises during their rest periods. Because Mr. Gomez 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, MR. STAX effectively maintained control over Mr. Gomez and other aggrieved employees during rest periods.

As a result of MR. STAX's practices and policies, Mr. Gomez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Gomez had to forgo all of his rest periods due to a lack of rest period coverage.

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

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

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

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. MR. STAX has not provided Mr. Gomez 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, MR. STAX has knowingly and intentionally provided Mr. Gomez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, MR. STAX issued uniform wage statements to Mr. Gomez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, MR. STAX violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because MR. STAX did not record the time Mr. Gomez and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), MR. STAX did not list the correct amount of gross wages and net wages earned by Mr. Gomez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, MR. STAX failed to accurately list the total number of hours worked by Mr. Gomez 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).

In addition, and separate from these violations, MR. STAX issued uniform wage statements to Mr. Gomez and other aggrieved employees that fail to list the correct address of the legal entity of the actual employer in violation of Labor Code section 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, obtain unemployment benefits, etc. Mr. Gomez's and other aggrieved employees' wage statements incorrectly list the employer's address as "913 N San Fernando Road Burbank CA 91504" but, according to the California Secretary of State's website, the correct address is "25060 AVENUE STANFORD, SUITE 200 VALENCIA, CA 91355." *See example paystub below.*


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

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." Labor Code section 1174.5 provides that employers are subject to a $500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), MR. STAX willfully failed to maintain accurate payroll records for Mr. Gomez 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, MR. STAX engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Gomez and other aggrieved employees, in violation of section 1198.

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

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

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

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

During the relevant time period, MR. STAX failed to pay Mr. Gomez 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.

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

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

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

hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

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

**Violation of California Labor Code § 2802 – Unreimbursed Business Expenses**

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." 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, MR. STAX, on a company-wide basis, required Mr. Gomez and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Gomez was required to use his personal cellular phone to call MR. STAX's management regarding work-related matters, such as asking about customer discount codes or to discuss shift coverage. Although MR. STAX required Mr. Gomez and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, MR. STAX failed to reimburse them for their costs incurred.

Second, during the relevant time period, MR. STAX required Mr. Gomez 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, Mr. Gomez spent approximately $5 per month on supplies, including pens and paper used to take customer orders because MR. STAX failed to provide him with the necessary equipment to complete his work-related tasks. Although MR. STAX required Mr. Gomez and other aggrieved employees to purchase their own supplies for use on the job, MR. STAX failed to reimburse them for their costs incurred.

Third, during the relevant time period, MR. STAX had a company-wide policy of requiring Mr. Gomez and other aggrieved employees to report to work in clean and presentable uniforms bearing the "IHOP" company name and logo, including uniform shirts, hats, and aprons. However, MR. STAX did not provide employees with sufficient uniform items to wear in relation to the tasks they

were required to perform and the number of shifts they worked throughout the week. For example, MR. STAX only provided Mr. Gomez with two (2) uniform shirts and two (2) uniform aprons at the time of hire. Because MR. STAX failed to provide Mr. Gomez with an adequate number of uniform items, Mr. Gomez had to wash his uniforms more frequently than he otherwise would do laundry, and incurred expenses in doing so.

For example, due to the nature of restaurant work, Mr. Gomez's uniform items would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor, and because MR. STAX failed to provide employees with an adequate number of uniform items, Mr. Gomez was forced to wash his uniforms more frequently than he would otherwise do laundry, thus incurring additional utility and laundry expenses. Thus, MR. STAX failed to maintain uniforms it required Mr. Gomez and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

MR. STAX could have provided Mr. Gomez and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and supplies/equipment, as well as an adequate number of uniform items and/or access to laundering services. Or, MR. STAX could have reimbursed employees for their mobile device usage, supply and equipment expenses, and laundering expenses or provided a uniform maintenance allowance. Instead, MR. STAX passed these operating costs onto Mr. Gomez and aggrieved employees. At all relevant times, Mr. Gomez did not earn at least two (2) times the minimum wage.

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

**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.

MR. STAX failed to provide Mr. Gomez and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, MR. STAX failed to provide Mr. Gomez and other aggrieved employees with the hourly rate(s) of pay,

including the overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that MR. STAX provided to Mr. Gomez is blank where the aforementioned wage information should be filled in. MR. STAX's failure to provide Mr. Gomez and other aggrieved employees with written notice of basic information regarding their employment with MR. STAX is in violation of Labor Code section 2810.5.

Mr. Gomez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

**California Labor Code § 558(a)**

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

Accordingly, Mr. Gomez seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Gomez acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against MR. STAX for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

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

Best Regards,



Mao Shiokura

Copy: SEVEN TWENTY EIGHT COMPANY, INC. (via U.S. Certified Mail); ANAHEIM PANCAKES, INC. (via U.S. Certified Mail); ARCADIA PANCAKES, INC. (via U.S. Certified Mail); HUNTINGTON BEACH NINE EIGHTEEN COMPANY (via U.S. Certified Mail); LONG BEACH PANCAKES, INC. (via U.S. Certified Mail); LOS ANGELES PANCAKES, INC. (via U.S. Certified Mail); MR. STAX, INC. (via U.S. Certified Mail); SIX TWENTY SEVEN COMPANY, INC. (via U.S. Certified Mail); SIX THIRTY SIX COMPANY, INC. (via U.S. Certified Mail); SIX FIFTY THREE COMPANY, INC. (via U.S. Certified Mail); SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); SEVEN FORTY ONE COMPANY, INC. (via U.S. Certified Mail); SEVEN FORTY TWO COMPANY, INC. (via U.S. Certified Mail); SEVEN FORTY FOUR COMPANY, INC. (via U.S. Certified Mail); SEVEN FIFTY THREE COMPANY, INC. (via U.S. Certified Mail); SEVEN SEVENTY TWO COMPANY, INC. (via U.S. Certified Mail); SEVEN SEVENTY THREE COMPANY, INC. (via U.S. Certified Mail); SEVEN SEVENTY SIX COMPANY, INC. (via U.S. Certified Mail); SEVEN SEVENTY NINE COMPANY, INC. (via U.S. Certified Mail); SEVEN EIGHTY THREE COMPANY, INC. (via U.S. Certified Mail); SEVEN NINETY COMPANY, INC. (via U.S. Certified Mail); SEVEN NINETY TWO COMPANY, INC. (via U.S. Certified Mail); NINE TWENTY FIVE COMPANY, INC. (via U.S. Certified Mail); NINE FORTY COMPANY, INC. (via U.S. Certified Mail); NINE FORTY TWO COMPANY, INC. (via U.S. Certified Mail); NINE FIFTY ONE COMPANY, INC. (via U.S. Certified Mail); SEVENTEEN O EIGHT COMPANY, INC. (via U.S. Certified Mail)

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

CERTIFIED MAIL

9589 0710 5270 0211 0130 49

SEVEN TWENTY EIGHT
COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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

Certified Mail Fee

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

Postmark Here

GOMEZ V. SEVEN TWENTY

9589 0710 5270 0211 0130 49

SEVEN TWENTY EIGHT
COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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.

SEVEN TWENTY EIGHT
COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5698 93

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0130 49

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

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

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

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

Restricted Delivery

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Los Angeles, CA. 90067

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GOMEZ V. SEVEN TWENTY

ANAHEIM PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

ANAHEIM PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SENDER: COMPLETE THIS SECTION

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

ANAHEIM PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5699 78

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0130 32

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

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

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

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

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

CERTIFIED MAIL

7022 2410 0000 2265 2209

ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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Certified Mail Fee

$

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

Return Receipt (hardcopy) $

Return Receipt (electronic) $

GOMEZ V. SEVEN TWENTY

Postmark

ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

7022 2410 0000 2265 2209

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.

ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5699 61

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2209

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

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

CERTIFIED MAIL

7022 2410 0000 2265 2193

HUNTINGTON BEACH NINE
EIGHTEEN COMPANY
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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Extra Services & Fees (check box, add fe

☑ Return Receipt (hardcopy) $ __

☐ Return Receipt (electronic) $ __

GOMEZ V. SEVEN
TWENTY

HUNTINGTON BEACH NINE
EIGHTEEN COMPANY
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

7022 2410 0000 2265 2193

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

SENDER: COMPLETE THIS SECTION

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

HUNTINGTON BEACH NINE
EIGHTEEN COMPANY
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5699 54

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2193

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

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

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

3. Service Type

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

Restricted Delivery

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Certified Mail Fee

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Extra Services & Fees (check box,

☑ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

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City, S

GOMEZ V. SEVEN TWENTY

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

7022 2410 0000 2265 2186

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5699 47

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2186

Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Restricted Delivery
(over $500)

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

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Domestic Return Receipt

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7022 2410 0000 2265 2179

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

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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$
Extra Services & Fees (check box, add fee)
☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
Postmark

GOMEZ V. SEVEN TWENTY

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

7022 2410 0000 2265 2179

**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.

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X
☐ Agent
☐ Addressee

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

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

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5699 30

2. Article Number (Transfer from service label)
7022 2410 0000 2265 2179

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

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

7022 2410 0000 2265 2162

MR. STAX, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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$
Extra Services & Fees (check box, add fee as appropriate)
☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ C
☐ A
☐ A
Postage
$
Total
$
Sent
Street
City,

GOMEZ V. SEVEN TWENTY

Postmark

MR. STAX, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

7022 2410 0000 2265 2162

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

SENDER: COMPLETE THIS SECTION

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

1.

MR. STAX, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5699 09

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2162

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

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

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Los Angeles, CA. 90067

CERTIFIED MAIL



7022 2410 0000 2265 2100

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Extra Services & Fees (check box, add fee as appropriate)
☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $

SEVEN FORTY FOUR COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

7022 2410 0000 2265 2100

SEVEN FORTY FOUR COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

**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.

SEVEN FORTY FOUR COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355



9590 9402 8803 4005 5698 24

2. Article Number *(Transfer from service label)*

7022 2410 0000 2265 2100

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

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

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

CERTIFIED MAIL

7022 2410 0000 2265 2094

SEVEN FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee

$

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

- Return Receipt (hardcopy) $
- Return Receipt (electronic) $

GOMEZ V. SEVEN TWENTY

SEVEN FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

7022 2410 0000 2265 2094

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

**SENDER: COMPLETE THIS SECTION**

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

SEVEN FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5698 55

2. Article Number *(Transfer from service label)*

7022 2410 0000 2265 2094

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X ☐ Agent ☐ Addressee

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

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

3. Service Type

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

Domestic Return Receipt

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

CERTIFIED MAIL

7022 2410 0000 2265 2117

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

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

OFFICIAL USE

Certified Mail Fee

$

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

☑ Return Receipt (hardcopy) $ —

☐ [illegible]

☐ C

☐ A

☐ A

Postage

$

Total Postage and Fees

$

Sent To

GOMEZ V. SEVEN TWENTY

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

SEVEN FORTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

7022 2410 0000 2265 2117

SEVEN FORTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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.

SEVEN FORTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5698 62

2. [illegible] 7022 2410 0000 2265 2117

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

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

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

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ [illegible]stricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

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

CERTIFIED MAIL

7022 2410 0000 2265 2124

SEVEN THIRTY FIVE, CO., A
CALIFORNIA
LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add fe

Return Receipt (hardcopy) $

Postal

Total

Sent

Street

City:

GOMEZ V. SEVEN TWENTY

SEVEN THIRTY FIVE, CO., A
CALIFORNIA
LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

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

7022 2410 0000 2265 2124

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.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

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

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

SEVEN THIRTY FIVE, CO., A
CALIFORNIA
LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

9590 9402 9803 4005 5888 79

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2124

Service Type

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

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

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

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

CERTIFIED MAIL

7022 2410 0000 2265 2131

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add
☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐
☐
☐
Post
$
Tota
$
Sen
Stre
City,

GOMEZ V. SEVEN TWENTY

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

7022 2410 0000 2265 2131

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.
-

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

1.

9590 9402 8803 4005 5698 86

2. 7022 2410 0000 2265 2131

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

eceived by (Printed Name) C. Date of Delivery

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Insured Mail Restricted Delivery (over $500)

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

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

CERTIFIED MAIL

7022 2410 0000 2265 2148

SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fe
Return Receipt (hardcopy) $
Return Receipt (electronic) $

GOMEZ V. SEVEN TWENTY

SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

7022 2410 0000 2265 2148

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

SENDER: COMPLETE THIS SECTION

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

SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5699 16

2. Article Number (Transfer from service label)
7022 2410 0000 2265 2148

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

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

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

ervice Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
ail Restricted Delivery
)

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

Domestic Return Receipt

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

7022 2410 0000 2265 2155

SIX TWENTY SEVEN COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee

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

GOMEZ V. SEVEN TWENTY

SIX TWENTY SEVEN COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

7022 2410 0000 2265 2155

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

**SENDER: COMPLETE THIS SECTION**

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

SIX TWENTY SEVEN COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5699 23

2. 7022 2410 0000 2265 2155

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X ☐ Agent ☐ Addressee

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

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

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

(over $500)

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

CERTIFIED MAIL

7022 2410 0000 2265 2032

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

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add fee as ap

☐ Return Receipt (hardcopy) $

GOMEZ V. SEVEN TWENTY

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

7022 2410 0000 2265 2032

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

**SENDER: COMPLETE THIS SECTION**

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

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5697 70

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2032

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X ☐ Agent ☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

Service Type

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

Restricted Delivery

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

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

CERTIFIED MAIL

7022 2410 0000 2265 2018

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

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

OFFICIAL USE

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

GOMEZ V. SEVEN TWENTY

SEVEN EIGHTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

7022 2410 0000 2265 2018

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

SEVEN EIGHTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

**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.

SEVEN EIGHTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5697 87

2. Article Number (Transfer from service label)
7022 2410 0000 2265 2018

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X ☐ Agent ☐ Addressee

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

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
Restricted Delivery
(over $500)

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

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

CERTIFIED MAIL

7022 2410 0000 2265 2049

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

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

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
Postage
$
Total Postage and Fees
$

GOMEZ V. SEVEN TWENTY

SEVEN SEVENTY NINE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

7022 2410 0000 2265 2049

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

SEVEN SEVENTY NINE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

**SENDER: COMPLETE THIS SECTION**

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

1. SEVEN SEVENTY NINE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5697 94

2. Article Number (Transfer from service label)
7022 2410 0000 2265 2049

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X ☐ Agent ☐ Addressee

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

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

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

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

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

CERTIFIED MAIL

7022 2410 0000 2265 2056

SEVEN SEVENTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as
☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
Postmark

GOMEZ V. SEVEN TWENTY

SEVEN SEVENTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

7022 2410 0000 2265 2056

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

SENDER: COMPLETE THIS SECTION

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

SEVEN SEVENTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5698 00

2. Article Number (Transfer from service label)
7022 2410 0000 2265 2056

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

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

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
Restricted Delivery
(over $500)

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

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

CERTIFIED MAIL

7022 2410 0000 2265 2063

SEVEN SEVENTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add fee as

☑ Return Receipt (hardcopy) $

☐ Return Receipt (electronic) $

GOMEZ V. SEVEN TWENTY

7022 2410 0000 2265 2063

SEVEN SEVENTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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.

SEVEN SEVENTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5698 17

7022 2410 0000 2265 2063

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

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

Domestic Return Receipt

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

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

CERTIFIED MAIL

7022 2410 0000 2265 2070

SEVEN SEVENTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

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

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

OFFICIAL USE

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

7022 2410 0000 2265 2070

GOMEZ V. SEVEN
TWENTY

SEVEN SEVENTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

**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

SEVEN SEVENTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5698 31

2. Article Number (Transfer from service label)
7022 2410 0000 2265 2070

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X
☐ Agent
☐ Addressee

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

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

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

Domestic Return Receipt

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

CERTIFIED MAIL

7022 2410 0000 2265 2087

SEVEN FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as
☑ Return Receipt (hardcopy) $ ____
☐ Return Receipt (electronic) $ ____
☐ (
☐ /
☐ /
Post
$
Tota
$
Sen
Stre
City

GOMEZ V. SEVEN TWENTY

Postmark

SEVEN FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

7022 2410 0000 2265 2087

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

**SENDER: COMPLETE THIS SECTION**

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

SEVEN FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5698 48

2. Article Number (Transfer from service label)
7022 2410 0000 2265 2087

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X
☐ Agent
☐ Addressee

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

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Restricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

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

CERTIFIED MAIL

7022 2410 0000 2265 1967

SEVENTEEN O EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as
☑ Return Receipt (hardcopy) $ ____
☐ Return Receipt (electronic) $ ____
☐
☐
☐

Pos
$
Tot
$
Ser
Str
City

GOMEZ V. SEVEN TWENTY

SEVENTEEN O EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

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

7022 2410 0000 2265 1967

**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.
-

1.

SEVENTEEN O EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5697 18

2. 7022 2410 0000 2265 1967

***COMPLETE THIS SECTION ON DELIVERY***

A. Signature
X ☐ Agent ☐ Addressee

Received by *(Printed Name)* | C. Date of Delivery

s delivery address different from item 1? ☐ Yes
f YES, enter delivery address below: ☐ No

rvice Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Restricted Delivery

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

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

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

CERTIFIED MAIL

7022 2410 0000 2265 1974

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add fee as

☑ Return Receipt (hardcopy) $

☐ Return Receipt (electronic) $

GOMEZ V. SEVEN TWENTY

NINE FIFTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

7022 2410 0000 2265 1974

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

NINE FIFTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

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

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

NINE FIFTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5697 25

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1974

Service Type

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

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

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

CERTIFIED MAIL

7022 2410 0000 2265 1981

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add fee a

☑ Return Receipt (hardcopy) $ ____

☐ Return Receipt (electronic) $ ____

GOMEZ V. SEVEN TWENTY

NINE FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

7022 2410 0000 2265 1981

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

NINE FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

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

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

NINE FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

Service Type

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

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

9590 9402 8803 4005 5697 32

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1981

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

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

CERTIFIED MAIL

7022 2410 0000 2265 1998

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add fee

Return Receipt (hardcopy) $

Return Receipt (electronic) $

GOMEZ V. SEVEN
TWENTY

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

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

7022 2410 0000 2265 1998

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.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

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

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

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5697 49

7022 2410 0000 2265 1998

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ ail Restricted Delivery

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

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

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

CERTIFIED MAIL

7022 2410 0000 2265 2001

NINE TWENTY FIVE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee
Return Receipt (hardcopy) $
Return Receipt (electronic) $

GOMEZ V. SEVEN TWENTY

NINE TWENTY FIVE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

7022 2410 0000 2265 2001

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

SENDER: COMPLETE THIS SECTION

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

NINE TWENTY FIVE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

9590 9402 8803 4005 5697 56

2. Article Number (Transfer from service label)
7022 2410 0000 2265 2001

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

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

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

CERTIFIED MAIL

7022 2410 0000 2265 2025

SEVEN NINETY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee

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

Return Receipt (hardcopy) $

Return Receipt (electronic) $

GOMEZ V. SEVEN TWENTY

SEVEN NINETY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

7022 2410 0000 2265 2025

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.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

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

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

SEVEN NINETY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5697 63

2. Article Number (Transfer from service label)

7022 2410 0000 2265 2025

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 (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

SENDER: COMPLETE THIS SECTION

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

NINE TWENTY FIVE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

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

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

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

9590 9402 8803 4005 5697 56

Article Number (Transfer from service label)
7022 2410 0000 2265 2001

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

SENDER: COMPLETE THIS SECTION

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

ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

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

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

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

9590 9402 8803 4005 5699 61

2. Article Number (Transfer from service label)
7022 2410 0000 2265 2209

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

SENDER: COMPLETE THIS SECTION

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

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

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

9590 9402 8803 4005 5698 86

7022 2410 0000 2265 2131

S Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

NINE FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 8803 4005 5697 32

2. Article Number (Transfer from service label)
7022 2410 0000 2265 1981

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

SENDER: COMPLETE THIS SECTION

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

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 8803 4005 5699 30

Article Number (Transfer from service label)
7022 2410 0000 2265 2179

Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

SEVEN TWENTY EIGHT
COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

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

9590 9402 8803 4005 5698 93

2. Article Number (Transfer from service label)
9589 0710 5270 0211 0130 49

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

SENDER: COMPLETE THIS SECTION

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

SEVEN EIGHTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

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

9590 9402 8803 4005 5697 87

7022 2410 0000 2265 2018

Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

SEVENTEEN O EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

9590 9402 8803 4005 5697 18

2. 7022 2410 0000 2265 1967

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

SENDER: COMPLETE THIS SECTION

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

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

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

9590 9402 8803 4005 5697 49

7022 2410 0000 2265 1998

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.

SEVEN SEVENTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

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

9590 9402 8803 4005 5698 17

2. 7022 2410 0000 2265 2063

Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

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

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature

X ☐ Agent ☐ Addressee

Received by *(Printed Name)* | C. Date of Delivery

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

9590 9402 8803 4005 5697 70

Article Number *(Transfer from service label)*

7022 2410 0000 2265 2032

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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

SENDER: *COMPLETE THIS SECTION*

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

SIX TWENTY SEVEN COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature

X ☐ Agent ☐ Addressee

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

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

9590 9402 8803 4005 5699 23

2.

7022 2410 0000 2265 2155

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

Restricted Delivery (over $500)

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

SENDER: *COMPLETE THIS SECTION*

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

SEVEN NINETY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature

X ☐ Agent ☐ Addressee

Received by *(Printed Name)* | C. Date of Delivery

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

9590 9402 8803 4005 5697 63

Article Number *(Transfer from service label)*

7022 2410 0000 2265 2025

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

(over $500)

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

SENDER: *COMPLETE THIS SECTION*

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

MR. STAX, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature

X ☐ Agent ☐ Addressee

Received by *(Printed Name)* | C. Date of Delivery

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

9590 9402 8803 4005 5699 09

2. Article Number *(Transfer from service label)*

7022 2410 0000 2265 2162

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

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

SENDER: *COMPLETE THIS SECTION*

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

SEVEN FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature

X ☐ Agent ☐ Addressee

Received by *(Printed Name)* | C. Date of Delivery

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

9590 9402 8803 4005 5698 55

2. Article Number *(Transfer from service label)*

7022 2410 0000 2265 2094

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

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

SENDER: *COMPLETE THIS SECTION*

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

SEVEN SEVENTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature

X ☐ Agent ☐ Addressee

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

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

9590 9402 8803 4005 5698 31

2. Article Number *(Transfer from service label)*

7022 2410 0000 2265 2070

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

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

SENDER: *COMPLETE THIS SECTION*

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

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature

X ☐ Agent ☐ Addressee

Received by *(Printed Name)* | C. Date of Delivery

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

9590 9402 8803 4005 5699 47

Article Number *(Transfer from service label)*

7022 2410 0000 2265 2186

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery (over $500)

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

SENDER: *COMPLETE THIS SECTION*

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

NINE FIFTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature

X ☐ Agent ☐ Addressee

Received by *(Printed Name)* | C. Date of Delivery

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

9590 9402 8803 4005 5697 25

2. Article Number *(Transfer from service label)*

7022 2410 0000 2265 1974

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

SENDER: *COMPLETE THIS SECTION*

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

ANAHEIM PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature

X ☐ Agent ☐ Addressee

Received by *(Printed Name)* | C. Date of Delivery

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

9590 9402 8803 4005 5699 78

2. Article Number *(Transfer from service label)*

9589 0710 5270 0211 0130 32

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

Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

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

HUNTINGTON BEACH NINE EIGHTEEN COMPANY
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

*COMPLETE THIS SECTION ON DELIVERY*

A. Signature

X ☐ Agent ☐ Addressee

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

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

9590 9402 8803 4005 5699 54

2. Article Number *(Transfer from service label)*

7022 2410 0000 2265 2193

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

Restricted Delivery

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

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

SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5699 16

2. Article Number *(Transfer from service label)*

7022 2410 0000 2265 2148

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X ☐ Agent ☐ Addressee

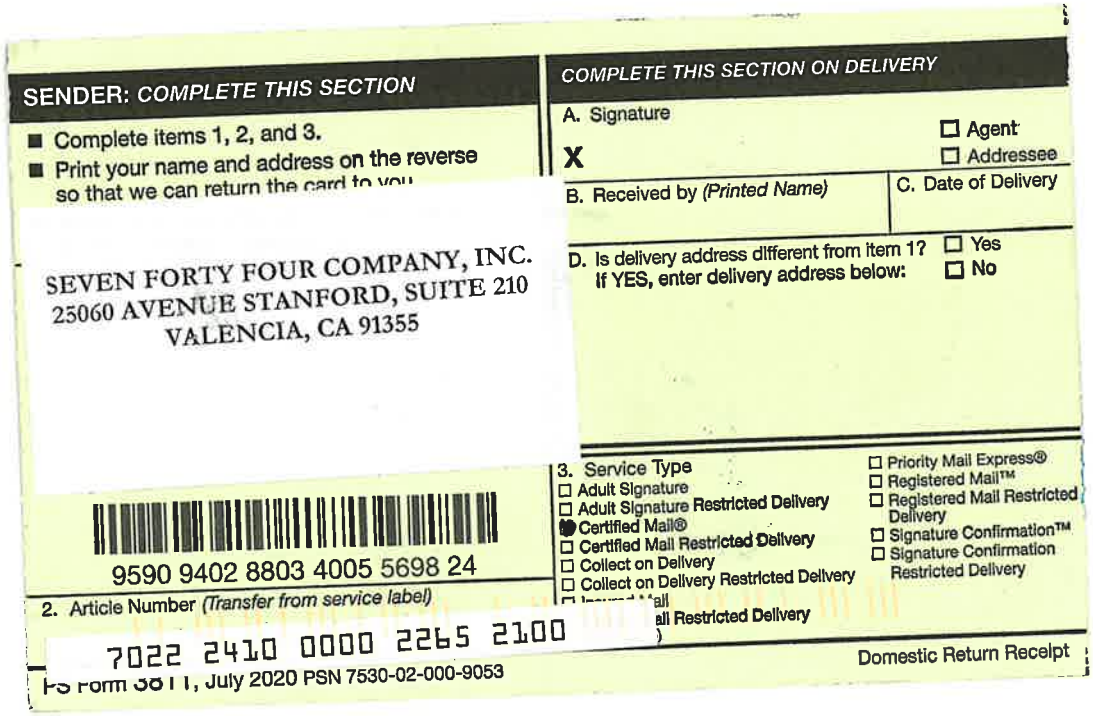
B. Received by *(Printed Name)* C. Date of Delivery

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

Service Type

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

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



**SENDER: COMPLETE THIS SECTION**

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

SEVEN FORTY FOUR COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5698 24

2. Article Number *(Transfer from service label)*

7022 2410 0000 2265 2100

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

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

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

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

1

SEVEN SEVENTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5698 00

2. Article Number (Transfer from service label)
7022 2410 0000 2265 2056

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X
☐ Agent
☐ Addressee

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

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
Restricted Delivery (over $500)

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

**SENDER: COMPLETE THIS SECTION**

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

1.

SEVEN SEVENTY NINE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5697 94

2. A (Transfer from service label)
7022 2410 0000 2265 2049

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X
☐ Agent
☐ Addressee

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

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

ervice 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
stricted Delivery

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

**SENDER: COMPLETE THIS SECTION**

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

SEVEN FORTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5698 62

2. Article Number (Transfer from service label)
7022 2410 0000 2265 2117

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X
☐ Agent
☐ Addressee

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

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

ervice 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
stricted Delivery

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

**SENDER: *COMPLETE THIS SECTION***

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

SEVEN FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5698 48

2. Article Number *(Transfer from service label)*
7022 2410 0000 2265 2087

***COMPLETE THIS SECTION ON DELIVERY***

A. Signature
X ☐ Agent ☐ Addressee

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

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

Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ [illegible] Restricted Delivery (over $500)
- ☐ 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

# EXHIBIT “3”

Capstone LAW APC

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

MAO SHIOKURA
310.712.8030 Direct
Mao.Shiokura@capstonelawyers.com

August 5, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/411)

Subject: *Eddy Ayon v. Six Fifty Three Company, Inc., et al.*

Dear PAGA Administrator:

This office represents Eddy Ayon in connection with his claims under the California Labor Code. Mr. Ayon was an employee of SIX FIFTY THREE COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LONG BEACH PANCAKES, INC.; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SEVEN TWENTY EIGHT COMPANY, INC.; SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY THREE COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; and/or SEVENTEEN O EIGHT COMPANY, INC. For the purpose of this letter, Mr. Ayon collectively refers to these entities as "MR. STAX."

The employers may be contacted directly at the addresses below:

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

ANAHEIM PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

HUNTINGTON BEACH NINE EIGHTEEN COMPANY
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

MR. STAX, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SIX TWENTY SEVEN COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN TWENTY EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

SEVEN FORTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN FORTY FOUR COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN SEVENTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

SEVEN SEVENTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN SEVENTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

SEVEN SEVENTY NINE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVEN EIGHTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD, SUITE 210
STE 200
VALENCIA, CA 91355

SEVEN NINETY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

NINE TWENTY FIVE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

NINE FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

NINE FIFTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SEVENTEEN O EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
SUITE 200
VALENCIA, CA 91355

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

MR. STAX employed Mr. Ayon as an hourly paid, non-exempt employee from approximately October 2014 to April 2025. Mr. Ayon worked for MR. STAX as a server and person in charge ("PIC") at its restaurant in Stockton, California. During his employment, Mr. Ayon typically worked 4-5 hours or more per day, and four (4) days per week. At the time Mr. Ayon's employment with MR. STAX ended, he earned approximately $16.00-$21.00 per hour. His job duties included, without limitation, attending to customers, taking orders, preparing coffee, and bringing out food to customers.

MR. STAX has committed each of the following Labor Code violations against Mr. Ayon, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1): [1]

**MR. STAX's Company-Wide and Uniform Payroll and HR Practices**

SIX FIFTY THREE COMPANY, INC.; ANAHEIM PANCAKES, INC.; ARCADIA PANCAKES, INC.; HUNTINGTON BEACH NINE EIGHTEEN COMPANY; LOS ANGELES PANCAKES, INC.; MR. STAX, INC.; SIX TWENTY SEVEN COMPANY, INC.; SIX THIRTY SIX COMPANY, INC.; SEVEN TWENTY EIGHT COMPANY, INC.; SEVEN FORTY ONE COMPANY, INC.; SEVEN FORTY TWO COMPANY, INC.; SEVEN FORTY FOUR COMPANY, INC.; SEVEN FIFTY THREE COMPANY, INC.; SEVEN SEVENTY TWO COMPANY, INC.; SEVEN SEVENTY SIX COMPANY, INC.; SEVEN SEVENTY NINE COMPANY, INC.; SEVEN EIGHTY THREE COMPANY, INC.; SEVEN NINETY COMPANY, INC.; SEVEN NINETY TWO COMPANY, INC.; NINE TWENTY FIVE COMPANY, INC.; NINE FORTY COMPANY, INC.; NINE FORTY TWO COMPANY, INC.; NINE FIFTY ONE COMPANY, INC.; SEVENTEEN O EIGHT COMPANY, INC. are Nevada corporations. LONG BEACH PANCAKES, INC. and SEVEN SEVENTY THREE COMPANY, INC. are California corporations. SEVEN THIRTY FIVE CO., A CALIFORNIA LIMITED PARTNERSHIP is a California limited partnership. Together, they operate IHOP franchise restaurants with approximately 26 locations throughout California. Upon information and belief, MR. STAX maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Valencia, California, for all non-exempt, hourly paid employees working for MR. STAX in California, including Mr. Ayon and other aggrieved employees. At all relevant times, MR. STAX issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Ayon and other aggrieved employees, regardless of their location or position.

Upon information and belief, MR. STAX maintains a centralized Payroll department at its corporate headquarters in Valencia, California, which processes payroll for all non-exempt, hourly paid

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

employees working for MR. STAX in California, including Mr. Ayon and other aggrieved employees. Further, MR. STAX issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Mr. Ayon and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, MR. STAX utilized the same methods and formulas when calculating wages due to Mr. Ayon 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.

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

First, during the relevant time period, MR. STAX had, and continues to have, a company-wide policy of discouraging and impeding Mr. Ayon 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 MR. STAX's use of labor budgets and assignment of heavy workloads (*see infra*), led Mr. Ayon and other aggrieved employees to work off-the-clock outside of their scheduled shift times and on their days off in order to complete their assigned tasks. Because MR. STAX discouraged overtime accrual, Mr. Ayon and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked. For example, Mr. Ayon would also be required to arrive to work early and start working prior to his scheduled shift start-time in order to complete his opening shift prep tasks, such as brewing coffee and cleaning soda machine nozzles, before the restaurant opened to customers. As a further example, for about an hour each instance, Mr. Ayon was required to travel to a wholesale market to pick up supplies and ingredients, on his way to work and prior to clocking in for his shift. Moreover, Mr. Ayon would spend time completing "side work" (including tasks like restocking straws and sauces, cleaning the soda station, rolling utensils before he left for the day), but after he had already clocked out from his scheduled shift end-time. MR. STAX's management would also contact Mr. Ayon outside of his scheduled shifts to discuss work-related matters, such as other employees' performance at work. Thus, Mr. Ayon and other aggrieved employees received no compensation for this time spent working off-the-clock.

In addition, MR. STAX had, and continues to have, a company-wide policy and/or practice of requiring Mr. Ayon and other aggrieved employees to complete mandatory training modules, but did not permit them to complete them during their shifts. For example, on at least one occasion, Mr. Ayon was required to complete food safety training modules while off-the-clock. As a further

example, Mr. Ayon and other aggrieved employees were also required travel to and from Modesto and attend an in-person training, but were not compensated for their travel time or time spent attending the training. Thus, MR. STAX failed to track all the time Mr. Ayon and other aggrieved employees spent performing work-related tasks outside of their scheduled shifts, and Mr. Ayon and other aggrieved employees received no compensation for this time.

Additionally, during the relevant time period, MR. STAX's timekeeping system was integrated with the company's point-of-sale ("POS") system and only a limited number of monitors were provided for clocking in and out. Mr. Ayon and other aggrieved employees would sometimes have to wait to clock in for the start of their shifts because other employees were using the POS system to handle customer transactions and/or clocking in or out. For instance, Mr. Ayon was sometimes required to wait a few minutes off-the-clock and under MR. STAX's control until a POS monitor was available for clocking in because other employees were using the POS system to process customer orders. Thus, Mr. Ayon and other aggrieved employees performed work that was not recorded, time for which they were not paid.

Second, as stated, MR. STAX 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 the corporate office. This practice of labor budgeting and/or limited payroll allocation has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Because MR. STAX did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Mr. Ayon and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. MR. STAX also had a practice of failing to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Mr. Ayon and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result of this insufficient meal period coverage, Mr. Ayon 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, Mr. Ayon's meal periods would be interrupted and/or cut short in order to attend to a sudden rush of customers, prepare takeout orders, or serve food to customers.

Third, on information and belief, MR. STAX's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when employees had not received compliant meal periods. In conjunction with this policy, MR. STAX also pressured employees who had signed invalid meal period waivers (*see infra*) to clock out before they had worked six (6) hours in day, in order to limit their eligibility for meal periods they otherwise would have received. Thus, Mr. Ayon and/or other aggrieved employees were required to perform their assigned tasks off-the-clock because MR. STAX wanted to avoid paying premiums for missed meal periods. Additionally, MR. STAX's company-wide timekeeping system prevented Mr. Ayon and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Ayon and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, MR. STAX did not record all hours worked during meal periods, and Mr. Ayon and other aggrieved employees performed work during meal periods for which they were not paid.

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

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

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

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

As set forth above, in order to limit the amount of overtime employees could accrue, MR. STAX had, and continues to have, a company-wide policy of discouraging and impeding Mr. Ayon and other aggrieved employees recording hours worked that were outside of their scheduled shifts. MR. STAX's policy of limiting overtime accrual, in conjunction with its use of labor budgets and assignment of heavy workloads, led Mr. Ayon and other aggrieved employees to work off-the-clock before and after their scheduled shift times, including completing opening shift prep tasks, running errands to pick up ingredients for the restaurant, and waiting to clock in at a POS terminal prior to clocking in, as well as completing "side work," responding to management communications, completing mandatory training modules, and/or traveling to/from and attending mandatory trainings, after clocking out from their shifts.

Additionally, as set forth above, due to MR. STAX's company-wide practices and/or policies of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to schedule meal periods or adhere to a schedule for meal periods, and subsequent lack of meal period coverage, Mr. Ayon and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, as stated, MR. STAX's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. In conjunction with this policy, as stated, on information and belief, MR. STAX's management would also pressure employees who had signed invalid meal period waivers (*see infra*) to clock out before they had worked six (6) hours in day and continue working to limit their eligibility for meal periods, in order to strictly limit meal period premiums that would need to be paid by MR. STAX.

Additionally, as also stated, MR. STAX's company-wide timekeeping system prevented Mr. Ayon and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Ayon and other aggrieved employees for a full 30 minutes. Thus, MR. STAX systematically failed to pay Mr. Ayon and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

MR. STAX did not pay at least minimum wages for all hours worked by Mr. Ayon and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, MR. STAX 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, MR. STAX regularly failed to pay at least minimum wages to Mr. Ayon and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Ayon and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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

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

First, during the relevant time period, MR. STAX 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 failure to schedule meal periods or adhere to a schedule for meal periods, resulted in a lack of meal period coverage and prevented Mr. Ayon and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Mr. Ayon 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, as stated, Mr. Ayon's meal periods would have his meal periods interrupted and/or cut short in order to attend to a sudden rush of customers, prepare takeout orders, or serve food to customers, particularly during the months of October through December holidays. Similarly, Mr. Ayon took some of his meal periods late because there was inadequate meal coverage and a heavy workload.

Second, as stated, because MR. STAX frowned upon employees accruing meal period premiums, MR. STAX's management pressured employees to clock out of meal periods and/or adjusted employee 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 period premiums that would need to be paid by MR. STAX. As also stated, MR. STAX's company-wide timekeeping system prevented Mr. Ayon and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Ayon and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, MR. STAX systematically failed to accurately record meal periods. Mr. Ayon and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, MR. STAX had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. MR. STAX took the position that non-exempt, hourly paid employees had waived their rights to first meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, MR. STAX's "Meal Period Waiver" requires employees to provide one day's advanced written notice should they wish to revoke the waiver. MR. STAX's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers by providing advance written notice, discouraged and impeded Mr. Ayon and other aggrieved employees from taking all meal periods to which they were entitled.

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

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

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

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

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

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

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

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

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

During the relevant time period, MR. STAX regularly failed to authorize and permit Mr. Ayon 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, MR. STAX's company-wide use of labor budgeting, understaffing, and assignment of heavy workloads prevented Mr. Ayon and other aggrieved employees from being relieved of all duty in order to take their rest periods. MR. STAX also failed to schedule rest periods, which, coupled with MR. STAX's failure to provide adequate rest period coverage, further led to Mr. Ayon and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Moreover, on information and belief, MR. STAX maintained a company-wide on-premises rest period policy, which effectively required that Mr. Ayon and other aggrieved employees remain on MR. STAX's premises during their rest periods. Because Mr. Ayon 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, MR. STAX effectively maintained control over Mr. Ayon and other aggrieved employees during rest periods.

As a result of MR. STAX's practices and policies, Mr. Ayon and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Ayon had to forgo all of his rest periods due to a lack of rest period coverage.

MR. STAX has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this

practice and/or policy, Mr. Ayon and other aggrieved employees have not received premium pay for all missed rest periods.

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

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

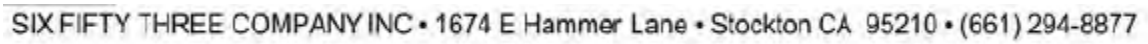
California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. MR. STAX has not provided Mr. Ayon and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply 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, MR. STAX has knowingly and intentionally provided Mr. Ayon and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, MR. STAX issued uniform wage statements to Mr. Ayon and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, MR. STAX violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

Because MR. STAX did not record the time Mr. Ayon and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), MR. STAX did not list the correct amount of gross wages and net wages earned by Mr. Ayon and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, MR. STAX failed to accurately list the total number of hours worked by Mr. Ayon 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).

In addition, and separate from these violations, MR. STAX issued uniform wage statements to Mr. Ayon and other aggrieved employees that fail to list the correct address of the legal entity of the actual employer in violation of Labor Code section 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, obtain unemployment benefits, etc. Mr. Ayon's and other aggrieved employees' wage statements

incorrectly list the employer's address as "1674 E Hammer Lane, Stockton, CA 95210" but, according to the California Secretary of State's website, the correct address is "25060 AVENUE STANFORD, SUITE 210 VALENCIA, CA 91355." *See example paystub 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; failing to list the name of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." Labor Code section 1174.5 provides that employers are subject to a $500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), MR. STAX willfully failed to maintain accurate payroll records for Mr. Ayon 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, MR. STAX engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Ayon and other aggrieved employees, in violation of section 1198.

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

Mr. Ayon and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with the

applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

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

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

During the relevant time period, MR. STAX failed to pay Mr. Ayon 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.

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

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

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

MR. STAX had a company-wide practice and/or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Ayon tendered his resignation, effective immediately, on a Sunday; however, MR. STAX did not provide Mr. Ayon with his final wages until approximately six (6) days later. Thus, MR. STAX failed to pay Mr. Ayon his final wages within seventy-two (72) hours after voluntarily leaving his employment, in violation of California Labor code section 202.

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

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

**Violation of California Labor Code § 2802 – Unreimbursed Business Expenses**

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." 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, MR. STAX, on a company-wide basis, required Mr. Ayon and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Ayon was required to use his personal cellular phone to call MR. STAX's management regarding work-related matters, in order to discuss employees' work performance or shift coverage. MR. STAX's management contacted Mr. Ayon on his personal cellular phone regarding work-related matters, such as asking him to go and pick up groceries or ingredients for the restaurant when there was a kitchen shortage. Additionally, other employees would contact Mr. Ayon to notify him whether they would be coming in to work or not. Although MR. STAX required Mr. Ayon and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, MR. STAX failed to reimburse them for their costs incurred.

Second, during the relevant time period, MR. STAX had a company-wide policy of requiring Mr. Ayon and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to fully reimburse them for all costs of travel, including mileage. For example, MR. STAX required Mr. Ayon to make a trip to Modesto to attend a meeting for the kitchen staff regarding new menu items. As a further example, Mr. Ayon was required to drive to a food wholesale market in Tracy to purchase groceries and ingredients for the restaurant. Although MR. STAX required Mr. Ayon and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, MR. STAX did not reimburse them for all of their travel expenses.

Third, during the relevant time period, MR. STAX had a company-wide policy of requiring Mr. Ayon and other aggrieved employees to report to work in clean and presentable uniforms bearing the "IHOP" company name and logo, including uniform shirts, hats, and aprons. However, MR. STAX did not provide employees with sufficient uniform items to wear in relation to the tasks they were required to perform and the number of shifts they worked throughout the week. Because MR. STAX failed to provide Mr. Ayon with an adequate number of uniform items, Mr. Ayon had to wash his uniforms more frequently than he otherwise would do laundry, and incurred expenses in doing so.

For example, due to the nature of restaurant work, Mr. Ayon's uniform items would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor, and because MR. STAX failed to provide employees with an adequate number of uniform items, Mr. Ayon was forced to wash his uniforms more frequently than he would otherwise do laundry, thus incurring additional utility and laundry expenses. Thus, MR. STAX failed to maintain uniforms it required Mr. Ayon and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

MR. STAX could have provided Mr. Ayon and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles, as well as an adequate number of uniform items and/or access to laundering services. Or, MR. STAX could have reimbursed employees for their mobile device usage, travel expenses, mileage, and laundering expenses or provided a uniform maintenance allowance. Instead, MR. STAX passed these operating costs onto Mr. Ayon and aggrieved employees. At all relevant times, Mr. Ayon did not earn at least two (2) times the minimum wage.

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

**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.

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

Mr. Ayon and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MR. STAX into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

**California Labor Code § 558(a)**

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

Accordingly, Mr. Ayon seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Ayon acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against MR. STAX for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

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

Best Regards,



Mao Shiokura

Copy: SIX FIFTY THREE COMPANY, INC. (via U.S. Certified Mail); ANAHEIM PANCAKES, INC. (via U.S. Certified Mail); ARCADIA PANCAKES, INC. (via U.S. Certified Mail); HUNTINGTON BEACH NINE EIGHTEEN COMPANY (via U.S. Certified Mail); LONG BEACH PANCAKES, INC. (via U.S. Certified Mail); LOS ANGELES PANCAKES, INC. (via U.S. Certified Mail); MR. STAX, INC. (via U.S. Certified Mail); SIX TWENTY SEVEN COMPANY, INC. (via U.S. Certified Mail); SIX THIRTY SIX COMPANY, INC. (via U.S. Certified Mail); SEVEN TWENTY EIGHT COMPANY, INC. (via U.S. Certified Mail); SEVEN THIRTY FIVE, CO., A CALIFORNIA LIMITED PARTNERSHIP (via U.S. Certified Mail); SEVEN FORTY ONE COMPANY, INC. (via U.S. Certified Mail); SEVEN FORTY TWO COMPANY, INC. (via U.S. Certified Mail); SEVEN FORTY FOUR COMPANY, INC. (via U.S. Certified Mail); SEVEN FIFTY THREE COMPANY, INC. (via U.S. Certified Mail); SEVEN SEVENTY TWO COMPANY, INC. (via U.S. Certified Mail); SEVEN SEVENTY THREE COMPANY, INC. (via U.S. Certified Mail); SEVEN SEVENTY SIX COMPANY, INC. (via U.S. Certified Mail); SEVEN SEVENTY NINE COMPANY, INC. (via U.S. Certified Mail); SEVEN EIGHTY THREE COMPANY, INC. (via U.S. Certified Mail); SEVEN NINETY COMPANY, INC. (via U.S. Certified Mail); SEVEN NINETY TWO COMPANY, INC. (via U.S. Certified Mail); NINE TWENTY FIVE COMPANY, INC. (via U.S. Certified Mail); NINE FORTY COMPANY, INC. (via U.S. Certified Mail); NINE FORTY TWO COMPANY, INC. (via U.S. Certified Mail); NINE FIFTY ONE COMPANY, INC. (via U.S. Certified Mail); SEVENTEEN O EIGHT COMPANY, INC. (via U.S. Certified Mail); Beth A. Kahn, Esq., Citadelle B. Priagula, Esq., Laura P. Birnbaum, Esq., MUSICK, PEELER & GARRETT LLP, 333 South Hope Street, Suite 2900, Los Angeles, California 90071-3048 (via U.S. Certified Mail)

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

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Ayon v. 653

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9589 0710 5270 0211 5952 86

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SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

**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.

SIX FIFTY THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5682 23

2. Article Number *(Transfer from service label)*

9589 0710 5270 0211 5952 86

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X ☐ Agent ☐ Addressee

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

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

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

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

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

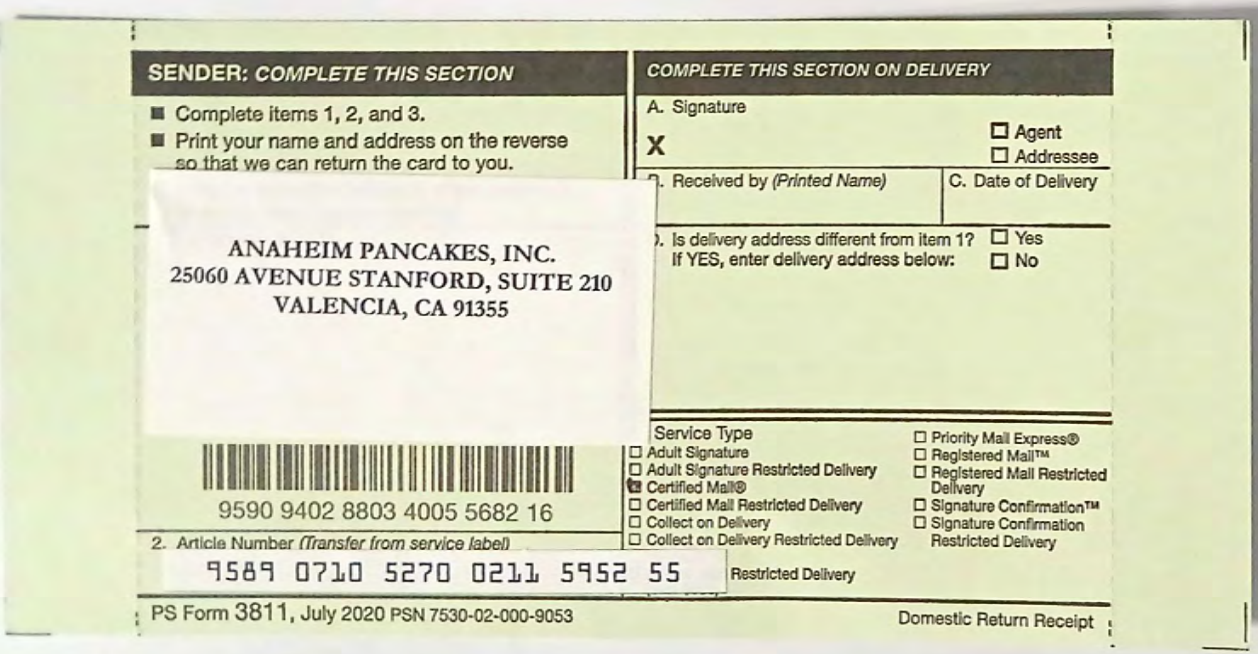
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ANAHEIM PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355



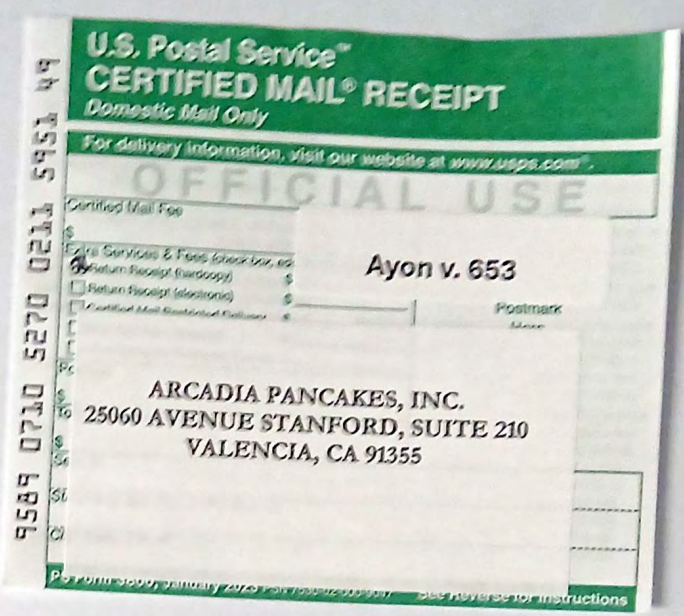
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1875 Century Park, East, 1000
Los Angeles, CA. 90067

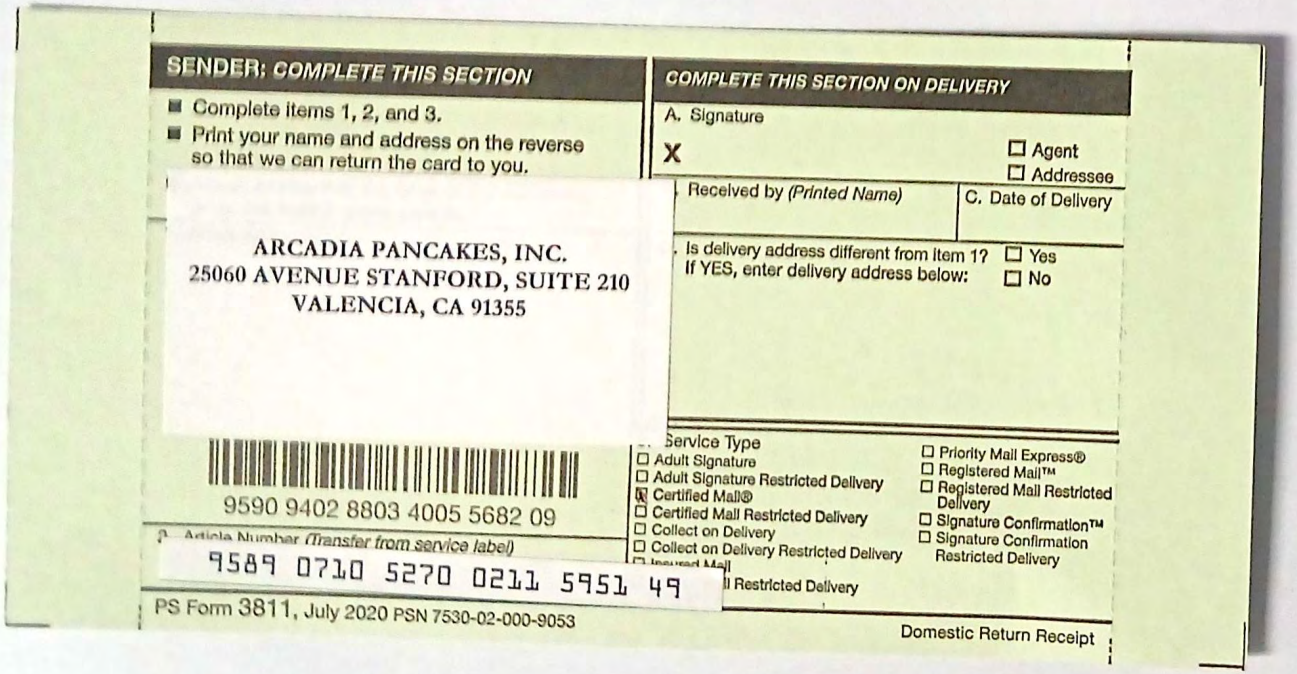
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ARCADIA PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355



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Ayon v. 653

HUNTINGTON BEACH NINE
EIGHTEEN COMPANY
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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HUNTINGTON BEACH NINE
EIGHTEEN COMPANY
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SENDER: COMPLETE THIS SECTION

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

HUNTINGTON BEACH NINE
EIGHTEEN COMPANY
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5681 55

2. Article Number (Transfer from service label)
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COMPLETE THIS SECTION ON DELIVERY

A. Signature
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☐ Agent
☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
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LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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☐ Certified Mail Restricted Delivery $

Ayon v. 653

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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.

LONG BEACH PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5681 48

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

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

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
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Return Receipt (electronic) $
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Ayon v. 653

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SENDER: COMPLETE THIS SECTION

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

LOS ANGELES PANCAKES, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5681 31

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5951 70

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

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

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

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®
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MR. STAX, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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MR. STAX, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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9589 0710 5270 0211 5951 01

SENDER: COMPLETE THIS SECTION

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

MR. STAX, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5681 24

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5951 01

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A. Signature
X ☐ Agent ☐ Addressee

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

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
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☐ Registered Mail Restricted Delivery
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SIX TWENTY SEVEN COMPANY, INC.
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Return Receipt (hardcopy)

Return Receipt (electronic)

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SIX TWENTY SEVEN COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9589 0710 5270 0211 5951 87

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- Print your name and address on the reverse

SIX TWENTY SEVEN COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5679 29

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5951 87

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

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®
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SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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SIX THIRTY SIX COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355



9590 9402 8803 4005 5679 36

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9589 0710 5270 0211 5951 18

COMPLETE THIS SECTION ON DELIVERY

A. Signature
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☐ Agent
☐ Addressee

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

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
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Restricted Delivery

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SEVEN TWENTY
EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
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Return Receipt (hardcopy)

Return Receipt (electronic)

Ayon v. 653

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SEVEN TWENTY
EIGHT COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5679 43

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5951 25

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

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

☐ Priority Mail Express®
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SEVEN THIRTY FIVE, CO.,
A CALIFORNIA
LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

9589 0710 5270 0211 5951 32

SEVEN THIRTY FIVE, CO.
, A CALIFORNIA
LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

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.

SEVEN THIRTY FIVE, CO.,
A CALIFORNIA
LIMITED PARTNERSHIP
14600 ROSCOE BLVD., STE 204
PANORAMA CITY, CA 91402

9590 9402 8803 4005 5679 50

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5951 32

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

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

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

Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
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☐ Registered Mail Restricted Delivery
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Ayon v. 653

SEVEN FORTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9589 0710 5270 0211 0133 22

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SEVEN FORTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SENDER: COMPLETE THIS SECTION

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

SEVEN FORTY ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5679 67

2. Article Number (Transfer from service label)

9589 0710 5270 0211 0133 22

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

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

3. Service Type

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

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

CERTIFIED MAIL

9589 0710 5270 0211 5952 62

SEVEN FORTY TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
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Ayon v. 653

SEVEN FORTY TWO COMPANY, INC.
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VALENCIA, CA 91355

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VALENCIA, CA 91355

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2. Article Number (Transfer from service label)
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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

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
☐ Priority Mail Express®
☐ Registered Mail™
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Ayon v. 653

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25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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SEVEN FORTY FOUR COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

**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.

SEVEN FORTY FOUR COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5679 81

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5952 79

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

***COMPLETE THIS SECTION ON DELIVERY***

A. Signature
X
☐ Agent
☐ Addressee

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

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

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

Domestic Return Receipt

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

CERTIFIED MAIL

9589 0710 5270 0211 5952 93

SEVEN FIFTY
THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)

Ayon v. 653

$ _____

SEVEN FIFTY
THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9589 0710 5270 0211 5952 93

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

SENDER: COMPLETE THIS SECTION

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

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

SEVEN FIFTY
THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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

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

9590 9402 8803 4005 5679 98

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5952 93

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

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

CERTIFIED MAIL

9589 0710 5270 0211 5953 09

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, a
Return Receipt (hardcopy)
Return Receipt (electronic)

Ayon v. 653

SEVEN SEVENTY
TWO COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210 STE 200
VALENCIA, CA 91355

9589 0710 5270 0211 5953 09

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

SEVEN SEVENTY
TWO COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210 STE 200
VALENCIA, CA 91355

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.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

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

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

SEVEN SEVENTY
TWO COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210 STE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5680 01

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5953 09

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

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

CERTIFIED MAIL

9589 0710 5270 0211 5953 16

SEVEN SEVENTY
THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add

Return Receipt (hardcopy) $

Return Receipt (electronic) $

Ayon v. 653

SEVEN SEVENTY
THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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

9589 0710 5270 0211 5953 16

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.

SEVEN SEVENTY
THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5680 18

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5953 16

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

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

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
■ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

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

CERTIFIED MAIL

9589 0710 5270 0211 5953 23

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

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

OFFICIAL USE

Certified Mail Fee

$

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

☐ Return Receipt (hardcopy) $

☐ Return Receipt (electronic) $

Ayon v. 653

Postmark

Here

9589 0710 5270 0211 5953 23

SEVEN SEVENTY SIX COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210 SUITE 200
VALENCIA, CA 91355

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

SEVEN SEVENTY SIX COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210 SUITE 200
VALENCIA, CA 91355

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.

SEVEN SEVENTY SIX COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210 SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5680 25

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5953 23

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

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

CERTIFIED MAIL

9589 0710 5270 0211 5953 30

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add

Return Receipt (hardcopy)

Return Receipt (electronic)

Ayon v. 653

SEVEN SEVENTY
NINE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

9589 0710 5270 0211 5953 30

SEVEN SEVENTY
NINE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

SENDER: COMPLETE THIS SECTION

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

SEVEN SEVENTY
NINE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5680 32

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5953 30

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

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

estricted Delivery

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

CERTIFIED MAIL

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

9589 0710 5270 0211 5953 47

SEVEN EIGHTY
THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9589 0710 5270 0211 5953 47

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add fe
☑ Return Receipt (hardcopy) $ _
☐ Return Receipt (electronic) $ _____

Ayon v. 653

SEVEN EIGHTY
THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

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

SENDER: COMPLETE THIS SECTION

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

SEVEN EIGHTY
THREE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5680 49

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5953 47

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

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

Service Type

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

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

CERTIFIED MAIL

9589 0710 5270 0211 5953 61

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD,
SUITE 210 STE 200
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add fe
☑ Return Receipt (hardcopy) $ __
☐ Return Receipt (electronic) $ _____

Ayon v. 653

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD,
SUITE 210 STE 200
VALENCIA, CA 91355

9589 0710 5270 0211 5953 61

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

**SENDER: COMPLETE THIS SECTION**

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

SEVEN NINETY COMPANY, INC
25060 AVENUE STANFORD,
SUITE 210 STE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5680 56

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5953 61

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X
☐ Agent
☐ Addressee

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

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

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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

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

CERTIFIED MAIL

9589 0710 5270 0211 5953 54

SEVEN NINETY
TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add

Return Receipt (hardcopy)

Return Receipt (electronic)

Ayon v. 653

Here

SEVEN NINETY
TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9589 0710 5270 0211 5953 54

PS Form 3800, January

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.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

SEVEN NINETY
TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5680 63

2. Artic

9589 0710 5270 0211 5953 54

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

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

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

Domestic Return Receipt

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

CERTIFIED MAIL

9589 0710 5270 0211 5953 78

NINE TWENTY
FIVE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9589 0710 5270 0211 5953 78

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

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

OFFICIAL USE

Certified Mail Fee

$

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

☑ Return Receipt (hardcopy) $

☐ Return Receipt (electronic) $

Ayon v. 653

NINE TWENTY
FIVE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

PS Form 3800, January 2023 PSN 7530-02-000-9047

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.

NINE TWENTY
FIVE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5680 70

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5953 78

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

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

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

3. Service Type

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

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

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

CERTIFIED MAIL

9589 0710 5270 0211 5953 85

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add fee a

Return Receipt (hardcopy) $ ____

Ayon v. 653

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

9589 0710 5270 0211 5953 85

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

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

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.

NINE FORTY COMPANY, INC.
25060 AVENUE STANFORD, STE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5680 87

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5953 85

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

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

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

Service Type

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

Restricted Delivery

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

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

CERTIFIED MAIL

9589 0710 5270 0211 5953 92

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

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

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $

Ayon v. 653

Postmark Here

9589 0710 5270 0211 5953 92

NINE FORTY
TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

NINE FORTY
TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

**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.

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature
X
☐ Agent
☐ Addressee

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

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

NINE FORTY
TWO COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5680 94

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5953 92

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

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

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

CERTIFIED MAIL

9589 0710 5270 0211 5954 08

NINE FIFTY
ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9589 0710 5270 0211 5954 08

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

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

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add fe

Return Receipt (hardcopy) $

Return Receipt (electronic) $

Ayon v. 653

Postmark

NINE FIFTY
ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

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

SENDER: COMPLETE THIS SECTION

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

NINE FIFTY
ONE COMPANY, INC.
25060 AVENUE STANFORD, SUITE 210
VALENCIA, CA 91355

9590 9402 8803 4005 5681 00

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5954 08

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

Domestic Return Receipt



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

CERTIFIED MAIL

9589 0710 5270 0211 5954 15

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

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OFFICIAL USE

Ayon v. 653

Postmark

SEVENTEEN O
EIGHT COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210 SUITE 200
VALENCIA, CA 91355

PS Form 3800, January 2023 See Reverse for Instructions

9589 0710 5270 0211 5954 15

SEVENTEEN O
EIGHT COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210 SUITE 200
VALENCIA, CA 91355

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.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

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

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

SEVENTEEN O
EIGHT COMPANY, INC.
25060 AVENUE STANFORD,
SUITE 210 SUITE 200
VALENCIA, CA 91355

9590 9402 8803 4005 5681 17

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5954 15

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

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

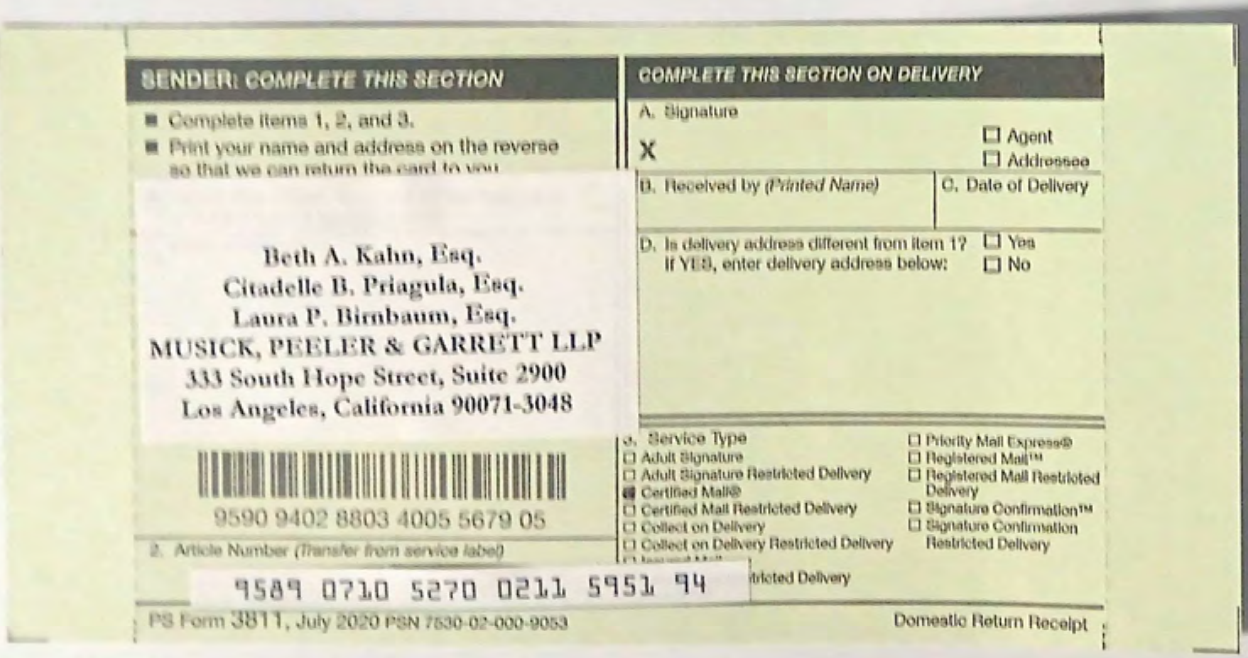
Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL

9589 0710 5270 0211 5951 94

Beth A. Kahn, Esq.
Citadelle B. Priagula, Esq.
Laura P. Birnbaum, Esq.
MUSICK, PEELER & GARRETT LLP
333 South Hope Street, Suite 2900
Los Angeles, California 90071-3048





**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.

Beth A. Kahn, Esq.
Citadelle B. Priagula, Esq.
Laura P. Birnbaum, Esq.
MUSICK, PEELER & GARRETT LLP
333 South Hope Street, Suite 2900
Los Angeles, California 90071-3048

9590 9402 8803 4005 5679 05

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5951 94

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)*
Elow

C. Date of Delivery
8/5/25

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

Domestic Return Receipt

**PROOF OF SERVICE**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **October 17, 2025,** I served the document described as **SECOND AMENDED COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

Beth Kahn
B.Kahn@musickpeeler.com
Citadelle Priagula
C.Priagula@mu sickpeeler.com
Laura Birnbaum
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Musick Peeler
333 South Hope Street, Suite 2900
Los Angeles, California 90071-3048

Attorneys for Defendant
SEVEN TWENTY EIGHT COMPANY, INC.

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[ ] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

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

[ ] **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 17, 2025,** at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature