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

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

Plaintiff,

vs.

AMIRIAN MANAGEMENT  
COMPANY, a California corporation;  
PCL VENTURES LLC, a California  
limited liability company; 14777  
BEAR VALLEY ROAD LLC, a  
California limited liability company;  
198 E. REDLANDS BLVD. LLC, a  
California limited liability company;  
498 EAST 4TH ST. LLC, a California  
limited liability company; 899 N  
LAKE AVE LLC, a California limited  
liability company; and DOES 1  
through 10, inclusive,

Defendants.

Case No.: 23STCV11444

**COMPLAINT – PAGA ENFORCEMENT  
ACTION**

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

**Jury Trial Demanded**

1 Plaintiff Kory Maiden, as an aggrieved employee and on behalf of the State of California  
2 and all other non-party Aggrieved Employees, alleges as follows:

### 3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General  
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties  
6 and any other available relief on behalf of Plaintiff, the State of California, and other current  
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid  
8 employee and received at least one wage statement and against whom one or more violations of  
9 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating  
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order  
11 were committed, as set forth in this complaint, at any time between one year prior to the filing  
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in this case on March 14, 2023, until judgment (“non-party Aggrieved Employees”). Plaintiff’s  
13 share of civil penalties sought in this action does not exceed \$75,000.  
14

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

18 3. This Court has jurisdiction over all Defendants because, on information and  
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in  
20 California, or otherwise intentionally avail themselves of the California market so as to render  
21 the exercise of jurisdiction over them by the California courts consistent with traditional notions  
22 of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this  
23 action given that the State of California, as the real party in interest in this action, is not a  
24 “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726  
25 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated  
26 to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,  
27 and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil penalties  
28 attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. 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 Glendale, 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.

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

## THE PARTIES

6. Plaintiff Kory Maiden is a resident of Perris, in Riverside County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately September 2021 to May 2022. Plaintiff worked as a Cook for Defendants at their Popeyes restaurant location in Perris, California. Plaintiff typically worked eight (8) hours or more per day and six (6) days per week. At the time Plaintiff's employment with Defendants ended, he was compensated \$16.00 per hour. Plaintiff's job duties included, without limitation, preparing and cooking food orders, monitoring inventory, training employees, washing dishes, and throwing out trash.

7. On information and belief, Defendants required some employees, including Plaintiff, to execute an arbitration agreement at the time of their hire or during their employment. On further information and belief, Defendants' arbitration agreement was and is both procedurally and substantively unconscionable. Specifically, Defendants presented employees with an "Agreement to Arbitration of Disputes" ("Arbitration Agreement") which had to be reviewed and acknowledged immediately. Specifically, the Arbitration Agreement was one of several documents presented to employees for signature during the orientation process, including Employee Handbook Acknowledgment Form, Restaurant Employee Safety Handbook Employee Acknowledgment Form, and Meal Break Acknowledgment and Waiver

1 Agreement. Also, employees did not have a meaningful opportunity to negotiate the terms of  
2 the Arbitration Agreement. Rather, it was provided to Defendants' employees for them to sign  
3 on a take-it or leave-it basis, along with other onboarding documents. Further, Defendants did  
4 not set forth in the agreement or otherwise provide employees with the rules which will govern  
5 the arbitration, instead forcing employees to seek this information out on their own ("The JAMS  
6 Rules may be found at the JAMS website (www.jamsadr.com) or by accessing the following  
7 link: <http://www.jamsadr.com/rules-employment-arbitration/> (web location as of September 26,  
8 2014).").

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

12 9. PCL VENTURES LLC was and is, upon information and belief, a California  
13 limited liability company, and at all times hereinafter mentioned, an employer whose employees  
14 are engaged throughout this county, the State of California.

15 10. 14777 BEAR VALLEY ROAD LLC was and is, upon information and belief, a  
16 California limited liability company, and at all times hereinafter mentioned, an employer whose  
17 employees are engaged throughout this county, the State of California.

18 11. 198 E. REDLANDS BLVD. LLC was and is, upon information and belief, a  
19 California limited liability company, and at all times hereinafter mentioned, an employer whose  
20 employees are engaged throughout this county, the State of California.

21 12. 498 EAST 4TH ST. LLC was and is, upon information and belief, a California  
22 limited liability company, and at all times hereinafter mentioned, an employer whose employees  
23 are engaged throughout this county, the State of California.

24 13. 899 N LAKE AVE LLC was and is, upon information and belief, a California  
25 limited liability company, and at all times hereinafter mentioned, an employer whose employees  
26 are engaged throughout this county, the State of California.

27 14. Plaintiff is unaware of the true names or capacities of the Defendants sued herein  
28 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the

1 complaint and serve such fictitiously named Defendants once their names and capacities  
2 become known.

3 15. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10  
4 were the partners, agents, owners, or managers of AMIRIAN MANAGEMENT COMPANY;  
5 PCL VENTURES LLC; 14777 BEAR VALLEY ROAD LLC; 198 E. REDLANDS BLVD.  
6 LLC; 498 EAST 4TH ST. LLC; and 899 N LAKE AVE LLC, at all relevant times.

7 16. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
8 acts and omissions alleged herein was performed by, or is attributable to, AMIRIAN  
9 MANAGEMENT COMPANY; PCL VENTURES LLC; 14777 BEAR VALLEY ROAD LLC;  
10 198 E. REDLANDS BLVD. LLC; 498 EAST 4TH ST. LLC; 899 N LAKE AVE LLC; and/or  
11 DOES 1 through 10 (collectively, “Defendants” or “AMIRIAN”), each acting as the agent,  
12 employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-  
13 Defendants and was acting within the course and scope of such agency, employment, joint  
14 venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any  
15 and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

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

23 19. Under California law, Defendants are jointly and severally liable as employers  
24 for the violations alleged herein because they have each exercised sufficient control over the  
25 wages, hours, working conditions, and employment status of Plaintiff and other non-party  
26 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-  
27 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions  
28 of employment, determined their rate of pay, and maintained their employment records.

1 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work  
2 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a common-  
3 law employment relationship. As joint employers of Plaintiff and other non-party Aggrieved  
4 Employees, Defendants are jointly and severally liable for the civil penalties available to  
5 Plaintiff and other non-party Aggrieved Employees under the law.

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

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

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

22. Defendants AMIRIAN MANAGEMENT COMPANY; PCL VENTURES LLC; 14777 BEAR VALLEY ROAD LLC; 198 E. REDLANDS BLVD. LLC; 498 EAST 4TH ST. LLC; 899 N LAKE AVE LLC; and/or DOES 1 through 10 are therefore alter egos of each other.

23. 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 AMIRIAN.

24. Plaintiff further alleges, upon information and belief, that the Defendants AMIRIAN MANAGEMENT COMPANY; PCL VENTURES LLC; 14777 BEAR VALLEY ROAD LLC; 198 E. REDLANDS BLVD. LLC; 498 EAST 4TH ST. LLC; and 899 N LAKE AVE LLC are alter egos of each other for the following reasons:

(a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), AMIRIAN MANAGEMENT COMPANY; PCL VENTURES LLC; 14777 BEAR VALLEY ROAD LLC; 198 E. REDLANDS BLVD. LLC; 498 EAST 4TH ST. LLC; and 899 N LAKE AVE LLC have the same principal address and mailing address, "601 E. GLENOAKS BLVD. S[UI]TE 108, GLENDALE, CA 91207";

(b) According to their most recent "Statement of Information" forms filed with the California Secretary of State, AMIRIAN MANAGEMENT COMPANY; PCL VENTURES LLC; 14777 BEAR VALLEY ROAD LLC; 198 E. REDLANDS BLVD. LLC; 498 EAST 4TH ST. LLC; and 899 N LAKE AVE LLC share the same officers, managers, and/or members, including, but not limited to, Nareg Amirian;

(c) According to their most recent "Statement of Information" forms filed with the California Secretary of State, 198 E. REDLANDS BLVD. LLC; 498 EAST 4TH ST. LLC; and 899 N LAKE AVE LLC share the same officers, managers, and/or members, including, but not limited to, Bobken Amirian; and

(d) On information and belief, AMIRIAN MANAGEMENT COMPANY; PCL VENTURES LLC; 14777 BEAR VALLEY ROAD LLC; 198 E. REDLANDS BLVD. LLC; 498 EAST 4TH ST. LLC; and 899 N LAKE AVE LLC utilize the same standardized employment forms and issue the same employment policies.

### **PAGA REPRESENTATIVE ALLEGATIONS**

25. Defendants own and operate a chain of Popeyes restaurant franchise locations that offer a New Orleans-style menu featuring spicy chicken and other regional items. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in Glendale, California, for all non-exempt, hourly paid employees working for Defendants in California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

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

27. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters in Glendale, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and other non-party 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

1 the State of California, regardless of the manner in which each employee's employment ends.

2 28. Defendants continue to employ non-exempt or hourly paid employees in  
3 California.

4 29. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
5 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and  
6 advisors knowledgeable about California labor and wage law, employment and personnel  
7 practices, and about the requirements of California law.

8 30. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other  
9 non-party Aggrieved Employees were not paid for all hours worked because all hours worked  
10 were not recorded.

11 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
12 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
13 receive certain wages for overtime compensation and that they were not receiving certain wages  
14 for overtime compensation.

15 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
16 should have known that other non-party Aggrieved Employees were entitled to be paid at a  
17 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest  
18 period premiums, that included as eligible income all remuneration required by law, including  
19 but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other  
20 forms of compensation, but failed to include all forms of remuneration in calculating the regular  
21 rate of pay for other non-party Aggrieved Employees.

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

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

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
2 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or  
3 payment of one (1) additional hour of pay at their regular rates of pay when they were not  
4 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other  
5 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)  
6 additional hour of pay at their regular rates of pay when they did not receive a timely,  
7 uninterrupted, thirty (30) minute meal period.

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

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

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

25 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
27 timely payment of wages during their employment. In violation of the California Labor Code,  
28 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,

1 including, but not limited to, overtime wages, minimum wages, meal and rest period premiums,  
2 and/or reporting time pay, within permissible time periods.

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

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

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

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

25 43. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
26 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff  
27 and other non-party Aggrieved Employees for all hours worked, and that Defendants had the  
28 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to

do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they were properly denied wages, all in order to increase Defendants' profits.

44. 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 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.

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

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

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

(a) The aggrieved employee shall give written notice by online filing (hereinafter "Employee's Notice") to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

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

(c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days

1 of the postmark date of the Employee's Notice. Upon receipt of the  
2 LWDA Notice, or if the LWDA Notice is not provided within sixty-five  
3 (65) calendar days of the postmark date of the Employee's Notice, the  
4 aggrieved employee may commence a civil action pursuant to California  
5 Labor Code section 2699 to recover civil penalties in addition to any other  
6 penalties to which the employee may be entitled.

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

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

26 49. On March 14, 2023, Plaintiff provided written notice by online filing to the  
27 LWDA and by certified mail to Defendants of the specific provisions of the California Labor  
28 Code alleged to have been violated, including facts and theories to support the alleged

violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-941991-23. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

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

51. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

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

53. Defendants, at all times relevant to this complaint, were employers or persons

1 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved  
2 Employees' rights by violating various sections of the California Labor Code as set forth above.

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

6 55. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),  
7 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private  
8 attorney general, seeks assessment and collection of civil penalties for himself, all other non-  
9 party Aggrieved Employees, and the State of California against Defendants for violations of  
10 California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d),  
11 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

## 12 **FIRST CAUSE OF ACTION**

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

#### 14 **(Against all Defendants)**

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

17 57. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover  
18 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section  
19 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510,  
20 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved  
21 employees, including Plaintiff, to recover civil penalties for violations of those Labor Code  
22 sections not found in section 2699.5, including sections 516, 1182.12, and 2810.5.

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

- 25 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC  
26 Wage Order for Defendants' failure to compensate Plaintiff and other  
27 non-party Aggrieved Employees with all required overtime pay, as set  
28 forth below;

- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants' failure to include all forms of remuneration in the "regular rate" of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to other non-party Aggrieved Employees, as set forth below;
- (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;
- (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with meal periods, as set forth below;
- (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other non-party Aggrieved Employees to take rest periods, as set forth below;
- (f) 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 Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as set forth below;
- (h) Violation of Labor Code sections 204 for failure to pay all earned wages during employment, as set forth below;
- (i) Violation of Labor Code section 201 and 202 for failure to pay all earned wages upon termination, as set forth below;

- 1 (j) Violation of Labor Code section 1198 and the applicable IWC Wage  
2 Order for failure to pay reporting time pay when Plaintiff and other non-  
3 party Aggrieved Employees were put to work for less than half of their  
4 usual or scheduled shifts, as set forth below;
- 5 (k) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff  
6 and other non-party Aggrieved Employees for all business expenses  
7 necessarily incurred, as set forth below; and
- 8 (l) Violation of Labor Code section 2810.5 for failure to provide notice of  
9 material terms of employment, as set forth below.

10 **FAILURE TO PAY OVERTIME**

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

12 59. Labor Code section 1198 makes it illegal to employ an employee under  
13 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor  
14 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission  
15 shall be the . . . standard conditions of labor for employees. The employment of any employee  
16 . . . under conditions of labor prohibited by the order is unlawful.”

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

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

26 62. The applicable IWC Wage Order further provides that Defendants are and were  
27 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve  
28 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

1 An employee's regular rate of pay includes all remuneration for employment paid to, or on  
2 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

3 63. California Labor Code section 510 codifies the right to overtime compensation  
4 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)  
5 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh  
6 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for  
7 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on  
8 the seventh (7th) day of work.

9 64. During the relevant time period, Defendants willfully failed to pay all overtime  
10 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time  
11 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums  
12 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)  
13 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were  
14 not recorded.

15 65. First, during the relevant period, Defendants had a company-wide policy and/or  
16 practice of discouraging and impeding Plaintiff and other non-party Aggrieved Employees from  
17 recording hours worked that were outside of their scheduled shifts. For example, Defendants  
18 had, and continue to have, a company-wide security policy and/or practice of requiring  
19 employees working closing shifts to leave the restaurant premises together in one group. After  
20 Plaintiff and other non-party Aggrieved Employees clocked out at the end of their scheduled  
21 shifts, Defendants' management required them to wait for all other employees to complete their  
22 own duties before they could leave the premises, which could take up to five (5) minutes. As  
23 another example, when Plaintiff and other non-party Aggrieved Employees drove to  
24 Defendants' various restaurant locations to undergo training, they were not compensated for  
25 their travel time. Specifically, when Plaintiff was assigned to train at Defendants' Temecula  
26 restaurant, he drove for one (1) hour or more roundtrip, but was not paid for this travel time.  
27 Defendants failed to track and/or record the time Plaintiff and other non-party Aggrieved  
28 Employees spent working outside of their scheduled shifts, and did not compensate them for

1 this time.

2 66. Second, during the relevant period, Defendants implemented, on a company-  
3 wide basis, an employer-imposed requirement that Plaintiff and other non-party Aggrieved  
4 Employees undergo mandatory COVID-19 temperature checks and/or health screenings before  
5 clocking in for their scheduled shifts. Prior to each shift, Plaintiff and other non-party  
6 Aggrieved Employees were required to spend up to two (2) minutes waiting and/or undergoing  
7 Defendants' mandatory temperature check/health screening, before being permitted to clock in  
8 for their shift. Even though Defendants required these temperature checks and/or health  
9 screenings, Defendants did not provide Plaintiff and other non-party Aggrieved Employees a  
10 mechanism to record this time worked so they could be compensated for the time spent  
11 undergoing mandatory temperature checks / health screenings.

12 67. Third, during the relevant period, on information and belief, Defendants had, and  
13 continue to have, a company-wide policy and/or practice of strictly staffing their restaurant  
14 locations based on the labor hours or labor budget set by corporate for each location. On  
15 information and belief, Defendants' uniform use of labor budgets, combined with heavy  
16 workloads, resulted in chronic understaffing and a failure to provide Plaintiff and other non-  
17 party Aggrieved Employees with adequate meal period coverage, because there were too few  
18 employees on duty to handle the workload and attend to customers. Because Defendants did  
19 not employ or staff a sufficient number of employees to meet customer demand, there was no  
20 one available to relieve employees needing meal period coverage, and Plaintiff and other non-  
21 party Aggrieved Employees were not always afforded uninterrupted 30-minute meal periods  
22 during shifts when they were entitled to receive a meal period.

23 68. Moreover, Defendants had a company-wide practice of failing to adhere to a  
24 schedule for meal periods, which further caused Plaintiff and other non-party Aggrieved  
25 Employees not to be relieved of their duties for compliant meal periods. Also, Defendants'  
26 company-wide timekeeping system prevented Plaintiff and other non-party Aggrieved  
27 Employees from recording all hours worked when their meal periods were shortened or  
28 interrupted, because the system prevented employees from clocking back in from a meal period

1 until 30 minutes elapsed. Thus, Defendants' timekeeping system prevented Plaintiff and other  
2 non-party Aggrieved Employees from recording all hours worked when meal periods were  
3 shortened or interrupted.

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

12 70. Furthermore, Defendants did not pay other non-party Aggrieved Employees the  
13 correct overtime rate for the recorded overtime hours that they generated. In addition to an  
14 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,  
15 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the  
16 California Labor Code, Defendants failed to incorporate all compensation, including incentive  
17 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the  
18 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times  
19 when other non-party Aggrieved Employees worked overtime and received these other forms  
20 of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than  
21 required.

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

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1 **FAILURE TO PAY MINIMUM WAGES**

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

3 72. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and  
4 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to  
5 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.  
6 Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time during which  
7 an employee is subject to the control of an employer, and includes all the time the employee is  
8 suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. tit. 8,  
9 § 11050(2)(K) (defining “Hours Worked”).

10 73. As set forth above, Defendants systematically failed to pay Plaintiff and other  
11 non-party Aggrieved Employees for actual hours worked before and after scheduled shifts,  
12 because these hours were not accurately recorded. Because Defendants discouraged and  
13 impeded Plaintiff and other non-party Aggrieved Employees from recording hours worked that  
14 were outside of their scheduled shifts, Plaintiff and other non-party Aggrieved Employees were  
15 required to work off-the-clock before and after scheduled shifts, including waiting to leave the  
16 premises in groups or pairs, traveling to attend training, and undergoing COVID-19 temperature  
17 checks and/or health screenings.

18 74. Additionally, as set forth above, due to Defendants’ uniform practices of utilizing  
19 labor budgets, understaffing, assignment of heavy workloads, failure to adhere to a schedule for  
20 meal periods, and subsequent lack of meal period coverage, Plaintiff and other non-party  
21 Aggrieved Employees were forced to forego meal periods and/or were otherwise not relieved  
22 of all duties during meal periods. Moreover, as stated, Defendants systematically failed to pay  
23 Plaintiff and other non-party Aggrieved Employees for actual hours worked during unpaid meal  
24 periods, because Defendants’ timekeeping system locked out Plaintiff and other non-party  
25 Aggrieved Employees for 30 minutes when they clocked out for a meal period.

26 75. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff  
27 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not  
28 qualify for overtime premium payment, Defendants did not pay at least minimum wages for

1 those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194,  
2 1197, and 1198.

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

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

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

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

19 79. At all relevant times herein set forth, California Labor Code sections 226.7,  
20 512(a), 516, and 1198 provide that no employer shall require an employee to work during any  
21 meal period mandated by an applicable order of the IWC.

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

28 81. As stated above, Defendants had, and continue to have, company-wide policies

1 and/or practices of understaffing locations pursuant to their labor budget practices, which,  
2 combined with the assignment of heavy workloads and failure to adhere to a schedule for meal  
3 periods, resulted in a lack of meal period coverage and prevented Plaintiff and other non-party  
4 Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were  
5 entitled. As a result, Plaintiff and other non-party Aggrieved Employees had to work through  
6 all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended  
7 periods of time before taking meal periods. For example, Plaintiff was often the only cook  
8 staffed during his shifts and, when customer traffic was high, he missed his meal periods 2-3  
9 times per month and had his meal periods interrupted or shortened a few times per week.  
10 Similarly, Plaintiff took his meal periods late three (3) times per week, after the end of his fifth  
11 hour of work, in order to fulfill customer orders in a timely manner.

12 82. As also stated, Defendants' company-wide timekeeping system prevented  
13 Plaintiff and other non-party Aggrieved Employees from recording when their meal periods  
14 were shortened or interrupted, because the system locked out Plaintiff and other non-party  
15 Aggrieved Employees once they clocked out for a meal period and would not permit them to  
16 clock back in from a meal period before 30 minutes elapsed.

17 83. Moreover, Defendants did not provide Plaintiff and other non-party Aggrieved  
18 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)  
19 hours in one day. For example, during his employment, Plaintiff worked several shifts in excess  
20 of ten (10) hours per day, and was not provided his second meal period during these shifts.  
21 Plaintiff and other non-party Aggrieved Employees did not sign valid meal period waivers on  
22 days that they were entitled to meal periods and were not relieved of all duties.

23 84. Moreover, Defendants had a company-wide policy of requiring all employees to  
24 sign blanket meal period waivers. Defendants took the position that non-exempt, hourly paid  
25 employees had waived their rights to first and/or second meal periods for the entirety of their  
26 employment and, on that basis, did not provide them with all meal periods to which they were  
27 entitled. Specifically, Defendants' meal period waiver form requires employees to notify a  
28 manager and sign a "Cancellation of Meal Break Waiver" form should they wish to revoke the

1 waiver. Defendants’ presumption that meal periods would not be provided for shifts in excess  
2 of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less  
3 than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire,  
4 and imposition on employees to revoke the waivers in writing, discouraged and impeded  
5 Plaintiff and other non-party Aggrieved Employees from taking all meal periods to which they  
6 were entitled.

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

11 [A]fter the meal break obligation is triggered . . . an employer is put to a  
12 choice: it must (1) afford an off-duty meal period; (2) consent to a  
13 mutually agreed-upon waiver if one hour or less will end the shift; or (3)  
14 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.

15 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants  
16 required Plaintiff and other non-party Aggrieved Employees to sign meal period waivers in  
17 advance (as opposed to on a specific work day) renders them invalid and unenforceable, because  
18 Defendants’ obligation to provide Plaintiff and other non-party Aggrieved Employees with meal  
19 periods did not arise until they had employed them for a full five (5) hours.

20 86. Defendants knew or should have known that as a result of their company-wide  
21 policies and/or practices, Plaintiff and other non-party Aggrieved Employees were not actually  
22 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or  
23 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees  
24 meal period premiums when meal periods were missed, late, shortened, and/or interrupted.

25 87. Furthermore, Defendants engaged in a company-wide practice and/or policy of  
26 not paying all meal period premiums owed when compliant meal periods are not provided.  
27 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have  
28 not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the

1 extent that Defendants did pay other non-party Aggrieved Employees premium pay for missed,  
2 late, interrupted and shortened meal periods, Defendants did not pay other non-party Aggrieved  
3 Employees at the correct rate of pay for premiums because Defendants systematically failed to  
4 include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or  
5 other forms of remuneration, in the regular rate of pay.

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

#### 12 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

#### 13 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

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

17 90. At all relevant times, the applicable IWC Wage Order provides that "[e]very  
18 employer shall authorize and permit all employees to take rest periods, which insofar as  
19 practicable shall be in the middle of each work period" and that the "rest period time shall be  
20 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)  
21 hours or major fraction thereof" unless the total daily work time is less than three and one-half  
22 (3 ½) hours.

23 91. At all relevant times, California Labor Code section 226.7 provides that no  
24 employer shall require an employee to work during any rest period mandated by an applicable  
25 order of the California IWC. To comply with its obligation to authorize and permit rest periods  
26 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer  
27 must "relinquish any control over how employees spend their break time, and relieve their  
28 employees of all duties—including the obligation that an employee remain on call. A rest

1 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th  
2 257, 273 (2016).

3 92. Pursuant to the applicable IWC Wage Order and California Labor Code section  
4 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from  
5 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a  
6 required rest period was not authorized and permitted.

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

16 94. Furthermore, on information and belief, Defendants maintained and  
17 implemented a company-wide on-premises rest period policy, which effectively required that  
18 Plaintiff and other non-party Aggrieved Employees remain on the premises during their rest  
19 periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from  
20 leaving Defendants’ premises during rest periods, they were denied the ability to use their rest  
21 periods freely for their own purposes, such as completing personal errands. Thus, Defendants  
22 effectively maintained control over Plaintiff and other non-party Aggrieved Employees during  
23 rest periods.

24 95. As a result of Defendants’ practices and policies, Plaintiff and other non-party  
25 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess  
26 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were  
27 entitled. For example, when Defendants scheduled Plaintiff as the only cook on his shift,  
28 Plaintiff’s rest periods were often interrupted and/or cut short because he had to return early to

1 perform his duties as a cook. Plaintiff also had to forego his rest periods twice per week because  
2 of the heavy workload.

3 96. Defendants have also engaged in a systematic, company-wide practice and/or  
4 policy of not paying rest period premiums owed when rest periods are not authorized and  
5 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved  
6 Employees have not received premium pay for all missed rest periods. Alternatively, to the  
7 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour  
8 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved  
9 Employees at the correct rate of pay for premiums because Defendants failed to include all  
10 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of  
11 remuneration, in the regular rate of pay.

12 97. Accordingly, Defendants failed to authorize and permit all compliant rest periods  
13 and failed to pay the full rest period premiums due. Defendants' conduct violates the applicable  
14 IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and other  
15 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to  
16 Labor Code sections 558 and/or 2699(a), (f), and (g).

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

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

24 99. During the relevant time period, Defendants have knowingly and intentionally  
25 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and  
26 inaccurate wage statements. For example, Defendants issued uniform wage statements to  
27 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages  
28 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during

1 the pay period, including rates of pay for overtime wages and/or meal and rest period premiums,  
2 and the corresponding number of hours worked at each hourly rate. Specifically, Defendants  
3 violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

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

14 101. Additionally, because Defendants did not calculate other non-party Aggrieved  
15 Employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal  
16 and/or rest period premiums, Defendants did not list the correct amount of gross wages in  
17 compliance with section 226(a)(1) and did not list the correct amount of net wages in violation  
18 of section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in effect  
19 during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest  
20 period premiums, in violation of section 226(a)(9).

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

1           103. California Labor Code section 1174(d) provides that “[e]very person employing  
2 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees  
3 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the  
4 plants or establishments at which employees are employed, payroll records showing the hours  
5 worked daily by and the wages paid to, and the number of piece-rate units earned by and any  
6 applicable piece rate paid to, employees employed at the respective plants or  
7 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500  
8 civil penalty if they fail to maintain accurate and complete records as required by section  
9 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),  
10 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party  
11 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a  
12 result of failing to record the off-the-clock hours that they worked.

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

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

1 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

2 **VIOLATION OF LABOR CODE SECTION 204**

3 106. At all relevant times herein set forth, California Labor Code section 204 requires  
4 that all wages earned by any person in any employment between the 1st and the 15th days,  
5 inclusive, of any calendar month, other than those wages due upon termination of an employee,  
6 are due and payable between the 16th and the 26th day of the month during which the labor was  
7 performed. Labor Code section 204 further provides that all wages earned by any person in any  
8 employment between the 16th and the last day, inclusive, of any calendar month, other than  
9 those wages due upon termination of an employee, are due and payable between the 1st and the  
10 10th day of the following month.

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

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

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

23 **FAILURE TO PAY WAGES UPON TERMINATION**

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

25 110. At all times relevant herein set forth, Labor Code sections 201 and 202 provide  
26 that if an employer discharges an employee, the wages earned and unpaid at the time of  
27 discharge are due and payable immediately, and that if an employee voluntarily leaves his or  
28 her employment, his or her wages shall become due and payable not later than seventy-two (72)

1 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his  
2 or her intention to quit, in which case the employee is entitled to his or her wages at the time of  
3 quitting.

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

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

15 **FAILURE TO PAY REPORTING TIME PAY**

16 **VIOLATION OF LABOR CODE SECTION 1198**

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

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

1 specified number of hours, and who are deprived of that amount because of inadequate  
2 scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal.  
3 App. 4th 556 (2012).

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

9 116. Defendants had a company-wide practice of sending other non-party Aggrieved  
10 Employees home early from their shifts, including before they had worked at least half of their  
11 usual or scheduled shift, but would not pay other non-party Aggrieved Employees for half of  
12 their usual or scheduled shift. For example, when other non-party Aggrieved Employees were  
13 scheduled to work a six (6) hour shift, Defendants’ managers sent them home before they had  
14 an opportunity to work at least half of their scheduled shift, but, on information and belief, other  
15 non-party Aggrieved Employees were only paid for the time they had worked. Although other  
16 non-party Aggrieved Employees would report to work based on the schedule that Defendants  
17 provided to them, Defendants would send them home before they had worked at least half of  
18 their scheduled shifts without giving them reporting time pay.

19 117. Accordingly, other non-party Aggrieved Employees were not properly  
20 compensated with reporting time pay in violation of California Labor Code section 1198 and  
21 California Code of Regulations, Title 8, section 11050(5)(A). Other non-party Aggrieved  
22 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections  
23 2699(a), (f), and (g).

#### 24 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

#### 25 **VIOLATION OF LABOR CODE SECTION 2802**

26 118. At all times herein set forth, California Labor Code section 2802 provides that  
27 an employer must reimburse employees for all necessary expenditures and losses incurred by  
28 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is

1 to prevent employers from passing off their cost of doing business and operating expenses on  
2 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144  
3 (2014). The applicable wage order, IWC Wage Order No. 5-2001 provides that: “[w]hen  
4 uniforms are required by the employer to be worn by the employee as a condition of  
5 employment, such uniforms shall be provided and maintained by the employer.” IWC Wage  
6 Order No. 5-2001 further provides that: “[w]hen uniforms are required by the employer to be  
7 worn by the employee as a condition of employment, such uniforms shall be provided and  
8 maintained by the employer.”

9 119. First, during the relevant time period, Defendants, on a company-wide basis,  
10 required Plaintiff and other non-party Aggrieved Employees to use their own personal vehicles  
11 to carry out company business, but failed to reimburse them for all costs of travel, including  
12 mileage. For example, Plaintiff was required to run company errands such as picking up  
13 chicken, potatoes, coleslaw, and other side dishes from another Defendants restaurants,  
14 traveling six (6) miles roundtrip using his own personal vehicle, but was not compensated for  
15 his travel expenses or mileage. Although Defendants required Plaintiff and other non-party  
16 Aggrieved Employees to utilize their personal vehicles to carry out their work-related  
17 responsibilities, Defendants failed to reimburse them for their mileage or travel expenses.

18 120. Second, during the relevant time period, Defendants, had a company-wide  
19 Uniform and Personal Appearance Policy, stating, “Every employee is responsible for ensuring  
20 that their clothing is clean and presents a professional appearance.” As a result, Plaintiff and  
21 other non-party Aggrieved Employees were required to report to work wearing clean uniforms  
22 bearing the Popeyes’ company logo, including uniform shirts, and hats. Due to the nature of  
23 restaurant work, Plaintiff’s and other non-party Aggrieved Employees’ uniform items would  
24 become stained with grease, sweat, soiled, and/or acquire an unpleasant odor such that they  
25 were unable to mix these clothes in with other laundry. As a result, Plaintiff had to wash his  
26 uniform items separately from his regular clothing, thus incurring additional laundry expenses  
27 for the upkeep of his uniforms.

28 121. Defendants could have provided Plaintiff and other non-party Aggrieved

1 Employees with the actual equipment for use on the job, such as company vehicles, and access  
2 to laundering services. Or, Defendants could have reimbursed employees for the costs of their  
3 travel, mileage, and laundering expenses or provided a uniform maintenance allowance.  
4 Instead, Defendants passed these operating costs off onto Plaintiff and other non-party  
5 Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two (2) times the  
6 minimum wage.

7 122. Defendants' company-wide policy and/or practice of not reimbursing employees  
8 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-  
9 party Aggrieved Employees violates California Labor Code section 2802. Plaintiff and other  
10 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to  
11 Labor Code sections 2699(a), (f), and (g).

12 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**  
13 **EMPLOYMENT**

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

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

25 124. At all relevant times, on information and belief, Defendants failed, on a  
26 company-wide basis, to provide written notice to Plaintiff and other non-party Aggrieved  
27 Employees that lists all the requisite information set forth in Labor Code section  
28 2810.5(a)(1)(A)-(C).

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

## REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

## PRAYER FOR RELIEF

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

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

### As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing to include all forms of remuneration in the “regular rate” of pay for purposes of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 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); 204 (by failing to timely pay all earned wages during employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of information material to employment);

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,

204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

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

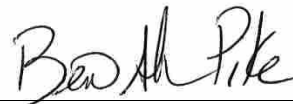
5. For pre-judgment and post-judgment interest as provided by law; and

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

Dated: May 19, 2023,

Respectfully submitted,

Capstone Law APC

By: 

Bevin Allen Pike  
Daniel S. Jonathan  
Trisha K. Monesi

Attorneys for Plaintiff Kory Maiden

# **EXHIBIT “1”**



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March 14, 2023

VIA ONLINE SUBMISSION

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

Subject: *Kory Maiden v. Amirian Management Company, et al.*

Dear PAGA Administrator:

This office represents Kory Maiden in connection with his claims under the California Labor Code. Mr. Maiden was an employee of AMIRIAN MANAGEMENT COMPANY; PCL VENTURES LLC; 14777 BEAR VALLEY ROAD LLC; 198 E. REDLANDS BLVD. LLC; 498 EAST 4TH ST. LLC; and/or 899 N LAKE AVE LLC. For the purpose of this letter, Mr. Maiden collectively refers to these entities as "AMIRIAN."

The employers may be contacted directly at the addresses below:

AMIRIAN MANAGEMENT COMPANY  
601 E. GLENOAKS BLVD SUITE 108  
GLENDALE, CA 91207

PCL VENTURES LLC  
601 E. GLENOAKS BLVD. SUITE 108  
GLENDALE, CA 91207

14777 BEAR VALLEY ROAD LLC  
601 E GLENOAKS BLVD STE 108  
GLENDALE, CA 91207

198 E. REDLANDS BLVD. LLC  
601 E GLENOAKS BLVD STE 108  
GLENDALE, CA 91207

498 EAST 4TH ST. LLC  
601 E GLENOAKS BLVD STE 108  
GLENDALE, CA 91207

899 N LAKE AVE LLC  
601 E. GLENOAKS BLVD. SUITE 108  
GLENDALE, CA 91207

Mr. Maiden intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Maiden seeks relief on behalf of himself, the State of California, and other persons who are or were employed by AMIRIAN as a non-exempt, hourly paid employee at a Popeyes restaurant location 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.

AMIRIAN employed Mr. Maiden as an hourly paid, non-exempt employee from approximately September 2021 to May 2022. Mr. Maiden worked for AMIRIAN as a Cook at its Popeyes restaurant

location in Perris, California. During his employment, Mr. Maiden typically worked eight (8) hours or more per day and six (6) days per week. At the time his employment ended, Mr. Maiden was compensated approximately \$16.00 per hour. Mr. Maiden's primary job duties included, without limitation, cooking, preparing orders, monitoring inventory, training employees, washing dishes, and throwing out trash.

AMIRIAN committed one or more of the following Labor Code violations against Mr. Maiden, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):<sup>1</sup>

### **AMIRIAN's Company-Wide and Uniform Payroll and HR Practices**

AMIRIAN MANAGEMENT COMPANY is a California corporation. PCL VENTURES LLC; 14777 BEAR VALLEY ROAD LLC; 198 E. REDLANDS BLVD. LLC; 498 EAST 4TH ST. LLC; and 899 N LAKE AVE LLC are California limited liability companies. Together, they operate Popeyes restaurant franchise locations that offer a New Orleans style menu featuring spicy chicken and other regional items. Upon information and belief, AMIRIAN maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Glendale, California, for all non-exempt, hourly paid employees working for AMIRIAN in California, including Mr. Maiden and other aggrieved employees. At all relevant times, AMIRIAN issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Maiden and other aggrieved employees, regardless of their location or position.

Upon information and belief, AMIRIAN maintains a centralized Payroll department at its corporate headquarters in Glendale, California, which processes payroll for all non-exempt, hourly paid employees working for AMIRIAN in California, including Mr. Maiden and other aggrieved employees. Further, AMIRIAN issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Maiden and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, AMIRIAN utilized the same methods and formulas when calculating wages due to Mr. Maiden 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 a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

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<sup>1</sup> These facts, theories, and claims are based on Mr. Maiden's experience and counsel's review of those records currently available relating to Mr. Maiden'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. Maiden 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.

AMIRIAN willfully failed to pay all overtime wages owed to Mr. Maiden and other aggrieved employees. During the relevant time period, Mr. Maiden 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 period, AMIRIAN had a company-wide policy and/or practice of discouraging and impeding Mr. Maiden and other aggrieved employees from recording hours worked that were outside of their scheduled shifts. For example, AMIRIAN had, and continues to have, a company-wide security policy and/or practice of requiring employees working closing shifts to leave the restaurant premises together in one group. After Mr. Maiden and other aggrieved employees clocked out at the end of their scheduled shifts, AMIRIAN's management required them to wait for all other employees to complete their own duties before they could leave the premises, which could take up to five (5) minutes. As another example, when Mr. Maiden and other aggrieved employees drove to different AMIRIAN restaurant locations to undergo training, they were not compensated for their travel time. Specifically, when Mr. Maiden was assigned to train at AMIRIAN's Temecula restaurant, he drove for one (1) hour or more roundtrip, but was not paid for this travel time. AMIRIAN failed to track and/or record the time Mr. Maiden and other aggrieved employees spent working outside of their scheduled shifts, and did not compensate them for this time.

Second, during the relevant period, AMIRIAN implemented, on a company-wide basis, an employer-imposed requirement that Mr. Maiden and other aggrieved employees undergo mandatory COVID-19 temperature checks and/or health screenings before clocking in for their scheduled shifts. Prior to each shift, Mr. Maiden and other aggrieved employees were required to spend up to two (2) minutes waiting and/or undergoing AMIRIAN's mandatory temperature check/health screening, before being permitted to clock in for their shift. Even though AMIRIAN required these temperature checks and/or health screenings, AMIRIAN did not provide Mr. Maiden and other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent undergoing mandatory temperature checks / health screenings.

Third, during the relevant period, on information and belief, AMIRIAN had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours or labor budget set by corporate for each location. On information and belief, AMIRIAN's uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide Mr. Maiden and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Because AMIRIAN 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, Mr. Maiden and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period.

Moreover, AMIRIAN had a company-wide practice of failing to adhere to a schedule for meal periods, which further caused Mr. Maiden and other aggrieved employees not to be relieved of their duties for compliant meal periods. Also, AMIRIAN's company-wide timekeeping system prevented Mr. Maiden and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system prevented employees from clocking back in from a meal period until 30 minutes elapsed. Thus, AMIRIAN's timekeeping system prevented Mr. Maiden and other aggrieved employees from recording all hours worked when meal periods were shortened or interrupted.

AMIRIAN knew or should have known that as a result of these company-wide practices and/or policies, Mr. Maiden and other aggrieved employees were performing their assigned duties off-the-clock before

and after their shifts and/or during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Maiden 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. Maiden and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

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

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

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

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

As set forth above, AMIRIAN systematically failed to pay Mr. Maiden and other aggrieved employees for actual hours worked before and after scheduled shifts, because these hours were not accurately recorded. Because AMIRIAN discouraged and impeded Mr. Maiden and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, Mr. Maiden and other aggrieved employees were required to work off-the-clock before and after scheduled shifts, including waiting to leave the premises in groups or pairs, traveling to attend training, and undergoing COVID-19 temperature checks and/or health screenings.

Additionally, as set forth above, due to AMIRIAN's uniform practices of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to adhere to a schedule for meal periods, and subsequent lack of meal period coverage, Mr. Maiden and other aggrieved employees were forced to forego meal periods and/or were otherwise not relieved of all duties during meal periods. Moreover, as stated, AMIRIAN systematically failed to pay Mr. Maiden and other aggrieved employees for actual hours worked during unpaid meal periods, because AMIRIAN's timekeeping system locked out Mr. Maiden and other aggrieved employees for 30 minutes when they clocked out for a meal period.

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

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

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

As stated above, AMIRIAN had, and continues to have, company-wide policies and/or practices of understaffing locations pursuant to labor budget practices, 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. Maiden and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Mr. Maiden and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Mr. Maiden was often the only cook staffed during his shifts and, when customer traffic was high, he missed his meal periods 2-3 times per month and had his meal periods interrupted or shortened a few times per week. Similarly, Mr. Maiden took his meal periods late three (3) times per week, after the end of his fifth hour of work, in order to fulfill customer orders.

As also stated, AMIRIAN's company-wide timekeeping system prevented Mr. Maiden and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Maiden 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 elapsed.

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

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

employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, AMIRIAN's meal period waiver form requires employees to notify a manager and sign a "Cancellation of Meal Break Waiver" form should they wish to revoke the waiver. AMIRIAN's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Mr. Maiden 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 AMIRIAN required Mr. Maiden 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 AMIRIAN's obligation to provide Mr. Maiden and aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

At all times herein mentioned, AMIRIAN knew or should have known that as a result of its company-wide policies and/or practices, Mr. Maiden and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. AMIRIAN further knew or should have known that it did not pay Mr. Maiden and other aggrieved employees all meal period premiums when meal periods were missed, late, shortened, and/or interrupted.

Furthermore, AMIRIAN 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. Maiden and other aggrieved employees have not received premium pay for missed, interrupted, shortened, or late meal periods. Alternatively, to the extent that AMIRIAN did pay other aggrieved employees premium pay for missed, late, interrupted and shortened meal periods, AMIRIAN did not pay other aggrieved employees at the correct rate of pay for premiums because AMIRIAN systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

#### **Violation of California Labor Code §§ 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, AMIRIAN regularly failed to authorize and permit Mr. Maiden 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, AMIRIAN's company-wide practices of understaffing while assigning heavy workloads prevented Mr. Maiden and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, AMIRIAN failed to adhere to a schedule for rest periods, which, coupled with AMIRIAN's failure to provide adequate rest period coverage, further led to Mr. Maiden and other aggrieved employees not being authorized and permitted to take rest periods.

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

As a result of AMIRIAN's practices and policies, Mr. Maiden 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, when AMIRIAN scheduled Mr. Maiden as the only cook on his shift, Mr. Maiden's rest periods were often interrupted and/or cut short because he had to return early to perform his duties as a cook. Mr. Maiden also had to forego his rest periods twice per week because of the heavy workload.

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

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

**Violation of California Labor Code §§ 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. AMIRIAN has not provided Mr. Maiden 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, AMIRIAN has knowingly and intentionally provided Mr. Maiden and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, AMIRIAN issued uniform wage statements to Mr. Maiden 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/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, AMIRIAN violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

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

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

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 the 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), AMIRIAN willfully failed to maintain accurate payroll records for Mr. Maiden 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, AMIRIAN engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Mr. Maiden and other aggrieved employees, in violation of section 1198. Furthermore, in light of AMIRIAN’s failure to provide Mr. Maiden’s and other aggrieved employees with second 30-minute meal periods to which they were entitled, AMIRIAN kept no records of meal start and end times for second meal periods.

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

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

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

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

Mr. Maiden and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

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

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

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

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

**Violation of California Labor Code §§ 551 and 552 – Failure to Provide One Day's Rest in Seven**

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

During the relevant period, AMIRIAN required other aggrieved employees to work approximately six (6) or more hours per day and seven (7) consecutive days in a workweek. Because other aggrieved employees worked over thirty (30) hours per week and over six (6) hours in any one day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that other aggrieved employees signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

Thus, AMIRIAN caused other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

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

California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's

regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

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

AMIRIAN had a company-wide practice of sending other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay other aggrieved employees for half of their usual or scheduled shift. For example, when other aggrieved employees were scheduled to work a six (6) hour shift, AMIRIAN’s managers sent them home before they had an opportunity to work at least half of their scheduled shift, but, on information and belief, other aggrieved employees were only paid for the time they had worked. Although other aggrieved employees would report to work based on the schedule that AMIRIAN provided to them, AMIRIAN would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay.

Accordingly, other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A).

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

### **Violation of California Labor Code § 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, AMIRIAN, on a company-wide basis, required Mr. Maiden and other aggrieved employees to use their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, Mr. Maiden was required to run company errands such as picking up chicken, potatoes, coleslaw, and other side dishes from another AMIRIAN restaurants, traveling six (6) miles roundtrip using his own personal vehicle, but was not compensated for his travel expenses or mileage. Although AMIRIAN required Mr. Maiden and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, AMIRIAN failed to reimburse them for their mileage or travel expenses.

Second, during the relevant time period, AMIRIAN, had a company-wide Uniform and Personal Appearance Policy, stating, “Every employee is responsible for ensuring that their clothing is clean and presents a professional appearance.” As a result, Mr. Maiden and other aggrieved employees were required to work wearing clean uniforms bearing the Popeyes’ company logo, including uniform shirts, and hats. Due to the nature of restaurant work, Mr. Maiden’s and other aggrieved employees’ uniform items would become stained with grease, sweat, soiled, and/or acquire an unpleasant odor such that they were unable to mix these clothes in with other laundry. As a result, Mr. Maiden had to wash his uniform items separately from his regular clothing, thus incurring additional laundry expenses for the upkeep of his uniforms.

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

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

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

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

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

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

**California Labor Code § 558(a)**

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating

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

Accordingly, Mr. Maiden 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 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Maiden, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against AMIRIAN for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

### **Pre-Litigation Demand**

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

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

1. AMIRIAN shall pay Mr. Maiden and all other aggrieved employees employed by AMIRIAN at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. AMIRIAN shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. AMIRIAN shall conduct a survey or interview all current and former aggrieved employees in California who worked for AMIRIAN in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for travel expenses, mileage, uniform maintenance costs, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. AMIRIAN shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. AMIRIAN also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.

5. AMIRIAN shall reimburse Mr. Maiden and all aggrieved employees who were required to pay for any business expenses incurred for AMIRIAN's benefit, including, but not limited to, costs of travel expenses, mileage, and uniform maintenance costs, as required by Labor Code section 2802.
6. AMIRIAN shall pay accrued legal interest to Mr. Maiden and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. AMIRIAN shall provide Mr. Maiden and all aggrieved employees employed by AMIRIAN at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. AMIRIAN shall provide all aggrieved employees who worked over thirty (30) hours per week and over six (6) hours per day in a workweek with one day's rest in seven, as required by Labor Code sections 551 and 552.
9. AMIRIAN shall provide pay all aggrieved employees who are required to report for work and do report but are not put to work or are furnished less than half their scheduled day's work, with pay for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the aggrieved employee's regular rate of pay.
10. AMIRIAN shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
11. AMIRIAN shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
12. AMIRIAN shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

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

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

Best Regards,

A handwritten signature in black ink, appearing to read "J. Ron", with a stylized flourish at the end.

Jezzette Ron

Copy: AMIRIAN MANAGEMENT COMPANY (via U.S. Certified Mail); PCL VENTURES LLC (via U.S. Certified Mail); 14777 BEAR VALLEY ROAD LLC (via U.S. Certified Mail); 198 E REDLANDS BLVD. LLC (via U.S. Certified Mail); 498 EAST 4TH ST. LLC (via U.S. Certified Mail); 899 N LAKE AVE LLC (via U.S. Certified Mail);

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☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

RETURN RECEIPT



7022 2410 0000 2405 7712

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

Certified Mail Fee \$ 4.15

Extra Services & Fees (check box, and fee if any)

☐ Return Receipt (hardcopy) \$ 3.75

☐ Certified Mail Restricted Delivery \$ 0.00

☐ Adult Signature Required \$ 0.00

☐ Adult Signature Restricted Delivery \$ 0.00

Postage \$ 1.90

Total Postage and Fees \$ 9.00

Postmark Here

Send To:  
 Street and Apt. No. or PO Box No.  
PCL VENTURES LLC  
601 E. GLENOAKS BLVD, STE 108  
 City, State ZIP+4®  
GLENDALF CA 91207

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

**Capstone**  
 LAW APC  
 1875 Century Park East, Suite 1000  
 Los Angeles, California 90067

PCL VENTURES LLC  
 601 E. GLENOAKS BLVD, SUITE 108  
 GLENDALF, CA 91207

**CERTIFIED MAIL®**

7022 2410 0000 2405 7712

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                      | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> | <p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent<br/><input type="checkbox"/> Addressee</span></p> <p><b>X</b></p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>         If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p>1. Article Addressed to:<br/> <u>PCL VENTURES LLC</u><br/> <u>601 E. GLENOAKS BLVD, STE 108</u><br/> <u>GLENDALF, CA 91207</u></p>                                                                                                                              | <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <span style="float: right;"><input type="checkbox"/> Priority Mail Express®</span></p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <span style="float: right;"><input type="checkbox"/> Registered Mail™</span></p> <p><input checked="" type="checkbox"/> Certified Mail® <span style="float: right;"><input type="checkbox"/> Registered Mail Restricted Delivery</span></p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <span style="float: right;"><input type="checkbox"/> Signature Confirmation™</span></p> <p><input type="checkbox"/> Collect on Delivery <span style="float: right;"><input type="checkbox"/> Signature Confirmation Restricted Delivery</span></p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> |
| <p>2. Article Number (Transfer from service label)<br/> <u>7022 2410 0000 2405 7712</u></p>                                                                                                                                                                        | <p>Domestic Return Receipt</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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



7022 2410 0000 2405 7729

U.S. Postal Service™  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Certified Mail Fee \$ 4.15

Extra Services & Fees (check box, and fee):

☐ Return Receipt (hardcopy) \$ 3.35

☐ Return Receipt (electronic) \$ \_\_\_\_\_

☐ Certified Mail Restricted Delivery \$ \_\_\_\_\_

☐ Adult Signature Required \$ \_\_\_\_\_

☐ Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ 1.90

Total Postage and Fees \$ 9.00

Postmark Here

14777 BEAR VALLEY ROAD LLC  
 601 E. GLENDALES BLVD., STE 108  
 GLENDALE, CA 91207

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

**Capstone**  
 LAW APC

1875 Century Park East, Suite 1000  
 Los Angeles, California 90067

14777 BEAR VALLEY ROAD LLC  
 601 E GLENDALES BLVD STE 108  
 GLENDALE, CA 91207

**CERTIFIED MAIL®**

7022 2410 0000 2405 7729

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>                                                                                                                                                                                                                                                              | <p>A. Signature</p> <p><b>X</b></p> <p><input type="checkbox"/> Agent<br/> <input type="checkbox"/> Addressee</p>                                                                                                                                                                                              |
| <p>1. Article Addressed to:</p> <p>14777 BEAR VALLEY ROAD LLC<br/>         601 E. GLENDALES BLVD., STE 108<br/>         GLENDALE, CA 91207</p>                                                                                                                                                                                                                                                                                                                                                                                  | <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>                                                                                                                                                                                                                                                |
| <p>2. Article Number (Transfer from service label)</p> <p>7022 2410 0000 2405 7729</p>                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>         If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                               |
| <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> | <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |

9590 9402 7690 2122 7173 89

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



7022 2410 0000 2405 7736

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Certified Mail Fee

\$4.15

Extra Services & Fees (check box, add fee)

☐ Return Receipt (hardcopy) \$3.95

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$1.40

Total Postage and Fees \$9.00

198 E. REDLANDS BLVD. LLC

601 E. GLENDALES BLVD, STE 108

GLENDALE, CA 91207

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

See Reverse for Instructions

Postmark  
Here

**CERTIFIED MAIL®**



7022 2410 0000 2405 7736

**Capstone**  
LAW APC

1875 Century Park East, Suite 1000  
 Los Angeles, California 90067

198 E. REDLANDS BLVD. LLC  
 601 E. GLENDALES BLVD STE 108  
 GLENDALE, CA 91207

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

198 E. REDLANDS BLVD. LLC  
 601 E. GLENDALES BLVD, STE 108  
 GLENDALE, CA 91207



9590 9402 7420 2055 3566 27

2. Article Number (Transfer from service label)

7022 2410 0000 2405 7736

**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

☐ 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



7022 2410 0000 2405 7743

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

Certified Mail Fee \$ 4.15

Extra Services & Fees (check box, and fee only)  
☒ Return Receipt (hardcopy) \$ 3.25 only  
☐ Return Receipt (electronic) \$ \_\_\_\_\_  
☐ Certified Mail Restricted Delivery \$ \_\_\_\_\_  
☐ Adult Signature Required \$ \_\_\_\_\_  
☐ Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage \$ 1.90

Total Postage and Fees \$ 9.00

Postmark Here

Send to:  
 498 EAST 4TH ST. LLC  
 Street and Apt. No., or PO Box No.  
 601 E. GLENOAKS BLVD, STE 108  
 City, State, ZIP+4®  
 GLENDALE, CA 91207

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

**Capstone**  
 LAW APC  
 1875 Century Park East, Suite 1000  
 Los Angeles, California 90067

498 EAST 4TH ST. LLC  
 601 E GLENOAKS BLVD STE 108  
 GLENDALE, CA 91207

**CERTIFIED MAIL**

7022 2410 0000 2405 7743



| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                                                                                                                                         | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>                                                                                                                                                                                                    | <p>A. Signature <input type="checkbox"/> Agent<br/> <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>         If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                    |
| <p>1. Article Addressed to:<br/>         498 EAST 4TH ST. LLC<br/>         601 E. GLENOAKS BLVD, STE 108<br/>         GLENDALE, CA 91207</p> <p>2. Article Number (Transfer from service label)<br/>         7022 2410 0000 2405 7743</p>                                                                                                                                                                                                                             | <p>3. Service Type</p> <table border="0"> <tr> <td> <input type="checkbox"/> Adult Signature<br/> <input type="checkbox"/> Adult Signature Restricted Delivery<br/> <input checked="" type="checkbox"/> Certified Mail®<br/> <input type="checkbox"/> Certified Mail Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery<br/> <input type="checkbox"/> Insured Mail<br/> <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)                 </td> <td> <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Registered Mail™<br/> <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input type="checkbox"/> Return Receipt for Merchandise<br/> <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Signature Confirmation Restricted Delivery                 </td> </tr> </table> | <input type="checkbox"/> Adult Signature<br><input type="checkbox"/> Adult Signature Restricted Delivery<br><input checked="" type="checkbox"/> Certified Mail®<br><input type="checkbox"/> Certified Mail Restricted Delivery<br><input type="checkbox"/> Collect on Delivery<br><input type="checkbox"/> Collect on Delivery Restricted Delivery<br><input type="checkbox"/> Insured Mail<br><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | <input type="checkbox"/> Priority Mail Express®<br><input type="checkbox"/> Registered Mail™<br><input type="checkbox"/> Registered Mail Restricted Delivery<br><input type="checkbox"/> Return Receipt for Merchandise<br><input type="checkbox"/> Signature Confirmation™<br><input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Adult Signature<br><input type="checkbox"/> Adult Signature Restricted Delivery<br><input checked="" type="checkbox"/> Certified Mail®<br><input type="checkbox"/> Certified Mail Restricted Delivery<br><input type="checkbox"/> Collect on Delivery<br><input type="checkbox"/> Collect on Delivery Restricted Delivery<br><input type="checkbox"/> Insured Mail<br><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | <input type="checkbox"/> Priority Mail Express®<br><input type="checkbox"/> Registered Mail™<br><input type="checkbox"/> Registered Mail Restricted Delivery<br><input type="checkbox"/> Return Receipt for Merchandise<br><input type="checkbox"/> Signature Confirmation™<br><input type="checkbox"/> Signature Confirmation Restricted Delivery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                    |

9590 9402 5816 0034 8450 48

Domestic Return Receipt

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

UNITED STATES POSTAGE  
 02 JP \$009.00  
 000008653 MAR 14 2023  
 MAILED FROM ZIP CODE 90001

7022 2410 0000 2405 7675

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

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 \$1.90  
 Total Postage and Fees \$1.90

Sent to 899 N. LAKE AVE LLC  
 Street and Apt. No. or PO Box No.  
601 E. GLENOAKS BLVD, STE 108  
 City, State, ZIP+4®  
GLENDALF, CA 91207

Postmark Here

PS Form 3800, April 2015 PSN 7530-02-000-9067 See Reverse for Instructions

**Certified MAIL®**

7022 2410 0000 2405 7675

**Capstone**  
 LAW  
 APC

1875 Century Park East, Suite 1000  
 Los Angeles, California 90067

899 N LAKE AVE LLC  
 601 E. GLENOAKS BLVD, SUITE 108  
 GLENDALF, CA 91207

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
899 N. LAKE AVE LLC  
601 E. GLENOAKS BLVD, STE 108  
GLENDALF, CA 91207

2. Article Number (Transfer from service label)  
7022 2410 0000 2405 7675

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

**RETURN RECEIPT**

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

1. Article Addressed to:

14777 BEAR VALLEY ROAD LLC  
6001 E. GLENDALE BLVD., STE 108  
GLENDALE, CA 91207



9590 9402 7690 2122 7173 89

2. Article Number (Transfer from service label)

7022 2410 0000 2405 7729

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)

Justin Sai

C. Date of Delivery

03/17/23

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
- ☐ Insured Mail Restricted Delivery (over \$500)

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

Domestic Return Receipt

|                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                         |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <div>■ Complete items 1, 2, and 3.</div> <div>■ Print your name and address on the reverse so that we can return the card to you.</div> <div>■ Attach this card to the back of the mailpiece, or on the front if space permits.</div> |  | <div>A. Signature<div><div>X</div><div><i>Justin Sai</i></div></div><div><input type="checkbox"/> Agent</div><div><input type="checkbox"/> Addressee</div></div> <div>B. Received by (Printed Name)<div>Justin Sai</div></div> <div>C. Date of Delivery<div>03/20/2023</div></div> <div>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</div> <div>If YES, enter delivery address below: <input type="checkbox"/> No</div>                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 1. Article Addressed to:<br>PCL VENTURES LLC<br>601 E. GLENDALE BLVD., STE 108<br>GLENDALE, CA 91207                                                                                                                                  |  | 3. Service Type <div><input type="checkbox"/> Adult Signature</div> <div><input type="checkbox"/> Adult Signature Restricted Delivery</div> <div><input checked="" type="checkbox"/> Certified Mail®</div> <div><input type="checkbox"/> Certified Mail Restricted Delivery</div> <div><input type="checkbox"/> Collect on Delivery</div> <div><input type="checkbox"/> Collect on Delivery Restricted Delivery</div> <div><input type="checkbox"/> Insured Mail</div> <div><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</div> <div><input type="checkbox"/> Priority Mail Express®</div> <div><input type="checkbox"/> Registered Mail™</div> <div><input type="checkbox"/> Registered Mail Restricted Delivery</div> <div><input type="checkbox"/> Signature Confirmation™</div> <div><input type="checkbox"/> Signature Confirmation Restricted Delivery</div> |  |
| 2. Article Number (Transfer from service label)<br>7022 2410 0000 2405 7712                                                                                                                                                           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| PS Form 3811, July 2020 PSN 7530-02-000-9053                                                                                                                                                                                          |  | Domestic Return Receipt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |

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| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                         |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <div>■ Complete items 1, 2, and 3.</div> <div>■ Print your name and address on the reverse so that we can return the card to you.</div> <div>■ Attach this card to the back of the mailpiece, or on the front if space permits.</div> |  | <div>A. Signature<div><div>X</div><div><i>Justin Sai</i></div></div><div><input type="checkbox"/> Agent</div><div><input type="checkbox"/> Addressee</div></div> <div>B. Received by (Printed Name)<div>Justin Sai</div></div> <div>C. Date of Delivery<div>03/20/2023</div></div> <div>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</div> <div>If YES, enter delivery address below: <input type="checkbox"/> No</div>                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 1. Article Addressed to:<br>AMIRIAN MANAGEMENT COMPANY<br>601 E. GLENDALE BLVD., STE 108<br>GLENDALE, CA 91207                                                                                                                        |  | 3. Service Type <div><input type="checkbox"/> Adult Signature</div> <div><input type="checkbox"/> Adult Signature Restricted Delivery</div> <div><input checked="" type="checkbox"/> Certified Mail®</div> <div><input type="checkbox"/> Certified Mail Restricted Delivery</div> <div><input type="checkbox"/> Collect on Delivery</div> <div><input type="checkbox"/> Collect on Delivery Restricted Delivery</div> <div><input type="checkbox"/> Insured Mail</div> <div><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</div> <div><input type="checkbox"/> Priority Mail Express®</div> <div><input type="checkbox"/> Registered Mail™</div> <div><input type="checkbox"/> Registered Mail Restricted Delivery</div> <div><input type="checkbox"/> Signature Confirmation™</div> <div><input type="checkbox"/> Signature Confirmation Restricted Delivery</div> |  |
| 2. Article Number (Transfer from service label)<br>722 2410 0000 2405 7682                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Form 3811, July 2020 PSN 7530-02-000-9053                                                                                                                                                                                             |  | Domestic Return Receipt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |

|                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                         |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <div>■ Complete items 1, 2, and 3.</div> <div>■ Print your name and address on the reverse so that we can return the card to you.</div> <div>■ Attach this card to the back of the mailpiece, or on the front if space permits.</div> |  | <div>A. Signature<div><div>X</div><div><i>Justin Sai</i></div></div><div><input type="checkbox"/> Agent</div><div><input type="checkbox"/> Addressee</div></div> <div>B. Received by (Printed Name)<div>Justin Sai</div></div> <div>C. Date of Delivery<div>03/20/2023</div></div> <div>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</div> <div>If YES, enter delivery address below: <input type="checkbox"/> No</div>                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 1. Article Addressed to:<br>1098 E. PIEDMONT BLVD. LLC<br>601 E. GLENDALE BLVD., STE 108<br>GLENDALE, CA 91207                                                                                                                        |  | 3. Service Type <div><input type="checkbox"/> Adult Signature</div> <div><input type="checkbox"/> Adult Signature Restricted Delivery</div> <div><input checked="" type="checkbox"/> Certified Mail®</div> <div><input type="checkbox"/> Certified Mail Restricted Delivery</div> <div><input type="checkbox"/> Collect on Delivery</div> <div><input type="checkbox"/> Collect on Delivery Restricted Delivery</div> <div><input type="checkbox"/> Insured Mail</div> <div><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</div> <div><input type="checkbox"/> Priority Mail Express®</div> <div><input type="checkbox"/> Registered Mail™</div> <div><input type="checkbox"/> Registered Mail Restricted Delivery</div> <div><input type="checkbox"/> Signature Confirmation™</div> <div><input type="checkbox"/> Signature Confirmation Restricted Delivery</div> |  |
| 2. Article Number (Transfer from service label)<br>7022 2410 0000 2405 7736                                                                                                                                                           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| PS Form 3811, July 2020 PSN 7530-02-000-9053                                                                                                                                                                                          |  | Domestic Return Receipt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |

|                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
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| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                         |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <div>■ Complete items 1, 2, and 3.</div> <div>■ Print your name and address on the reverse so that we can return the card to you.</div> <div>■ Attach this card to the back of the mailpiece, or on the front if space permits.</div> |  | <div>A. Signature<div><div>X</div><div><i>Justin Sai</i></div></div><div><input type="checkbox"/> Agent</div><div><input type="checkbox"/> Addressee</div></div> <div>B. Received by (Printed Name)<div>Justin Sai</div></div> <div>C. Date of Delivery<div>03/20/2023</div></div> <div>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</div> <div>If YES, enter delivery address below: <input type="checkbox"/> No</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| 1. Article Addressed to:<br>408 EAST 4TH ST. LLC<br>601 E. GLENDALE BLVD., STE 108<br>GLENDALE, CA 91207                                                                                                                              |  | 3. Service Type <div><input type="checkbox"/> Adult Signature</div> <div><input type="checkbox"/> Adult Signature Restricted Delivery</div> <div><input checked="" type="checkbox"/> Certified Mail®</div> <div><input type="checkbox"/> Certified Mail Restricted Delivery</div> <div><input type="checkbox"/> Collect on Delivery</div> <div><input type="checkbox"/> Collect on Delivery Restricted Delivery</div> <div><input type="checkbox"/> Insured Mail</div> <div><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</div> <div><input type="checkbox"/> Priority Mail Express®</div> <div><input type="checkbox"/> Registered Mail™</div> <div><input type="checkbox"/> Registered Mail Restricted Delivery</div> <div><input type="checkbox"/> Return Receipt for Merchandise</div> <div><input type="checkbox"/> Signature Confirmation™</div> <div><input type="checkbox"/> Signature Confirmation Restricted Delivery</div> |  |
| 2. Article Number (Transfer from service label)<br>022 2410 0000 2405 7743                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| S Form 3811, July 2015 PSN 7530-02-000-9053                                                                                                                                                                                           |  | Domestic Return Receipt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                         |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <div>■ Complete items 1, 2, and 3.</div> <div>■ Print your name and address on the reverse so that we can return the card to you.</div> <div>■ Attach this card to the back of the mailpiece, or on the front if space permits.</div> |  | <div>A. Signature<div><div>X</div><div><i>Justin Sai</i></div></div><div><input type="checkbox"/> Agent</div><div><input type="checkbox"/> Addressee</div></div> <div>B. Received by (Printed Name)<div>Justin Sai</div></div> <div>C. Date of Delivery<div>03/20/2023</div></div> <div>D. Is delivery address different from item 1? <input type="checkbox"/> Yes</div> <div>If YES, enter delivery address below: <input type="checkbox"/> No</div>                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 1. Article Addressed to:<br>899 N. LAKE AVE LLC<br>601 E. GLENDALE BLVD., STE 108<br>GLENDALE, CA 91207                                                                                                                               |  | 3. Service Type <div><input type="checkbox"/> Adult Signature</div> <div><input type="checkbox"/> Adult Signature Restricted Delivery</div> <div><input checked="" type="checkbox"/> Certified Mail®</div> <div><input type="checkbox"/> Certified Mail Restricted Delivery</div> <div><input type="checkbox"/> Collect on Delivery</div> <div><input type="checkbox"/> Collect on Delivery Restricted Delivery</div> <div><input type="checkbox"/> Insured Mail</div> <div><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</div> <div><input type="checkbox"/> Priority Mail Express®</div> <div><input type="checkbox"/> Registered Mail™</div> <div><input type="checkbox"/> Registered Mail Restricted Delivery</div> <div><input type="checkbox"/> Signature Confirmation™</div> <div><input type="checkbox"/> Signature Confirmation Restricted Delivery</div> |  |
| 2. Article Number (Transfer from service label)<br>7022 2410 0000 2405 7675                                                                                                                                                           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| PS Form 3811, July 2020 PSN 7530-02-000-9053                                                                                                                                                                                          |  | Domestic Return Receipt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |