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County of Alameda
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

LEEANNA INGERSOLL, 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.

BEVERAGES & MORE, INC., a
Delaware corporation; GOBRANDS,
INC., a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: **26CV170790**

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

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

1 Plaintiff Leeanna Ingersoll, as an aggrieved employee and on behalf of the State of
2 California 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
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on December 9, 2025, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

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

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

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

2 4. Venue is proper in this Court because Defendants employ persons in this
3 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
4 and occurrences related to this action occurred in this county.

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

9 **THE PARTIES**

10 6. Plaintiff Leeanna Ingersoll is a resident of Oakland, in Alameda County,
11 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
12 approximately October 2024 to July 2025. Plaintiff worked for Defendants as a Retail Sales
13 Associate at their store location in Emeryville, California (5717 Christie Avenue, Emeryville,
14 California 94608). During her employment, Plaintiff typically worked eight (8) hours or more
15 per day and five (5) to six (6) days per week. At the time Plaintiff’s employment with
16 Defendants ended, she was compensated approximately \$19.90 per hour. Plaintiff’s primary job
17 duties included, without limitation, watching over the store, greeting and ringing up customers,
18 unlocking cases, maintaining store cleanliness, and promoting the sale of certain products.

19 7. BEVERAGES & MORE, INC. was and is, upon information and belief, a
20 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are
21 engaged throughout this county and the State of California.

22 8. GOBRANDS, INC. was and is, upon information and belief, a Delaware
23 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
24 throughout this county and the State of California.

25 9. Plaintiff is unaware of the true names or capacities of the Defendants sued
26 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
27 amend the complaint and serve such fictitiously named Defendants once their names and
28 capacities become known.

1 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
2 were the partners, agents, owners, or managers of BEVERAGES & MORE, INC. and
3 GOBRANDS, INC., at all relevant times.

4 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
5 acts and omissions alleged herein was performed by, or is attributable to, BEVERAGES &
6 MORE, INC.; GOBRANDS, INC.; and/or DOES 1 through 10 (collectively, “Defendants” or
7 “BEVMO”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working
8 in concert with, each of the other co-Defendants and was acting within the course and scope of
9 such agency, employment, joint venture, or concerted activity with legal authority to act on the
10 others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the
11 official policy of Defendants.

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

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

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

1 available to Plaintiff and other non-party Aggrieved Employees under the law.

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

5 (a) jointly exercised meaningful control over the work performed by
6 Plaintiff and other non-party Aggrieved Employees;

7 (b) jointly exercised meaningful control over Plaintiff's and other non-party
8 Aggrieved Employees' wages, hours, and working conditions, including
9 the quantity, quality standards, speed, scheduling, and operative details
10 of the tasks performed by Plaintiff and other non-party Aggrieved
11 Employees;

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

14 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
15 Employees as a matter of economic reality in that Plaintiff and other
16 non-party Aggrieved Employees were dependent on Defendants, who
17 shared the power to set the wages of Plaintiff and other non-party
18 Aggrieved Employees and determined their working conditions, and
19 who jointly reaped the benefits from the underpayment of their wages
20 and noncompliance with other statutory provisions governing their
21 employment.

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

25 17. BEVERAGES & MORE, INC.; GOBRANDS, INC; and DOES 1 through 10 are
26 therefore alter egos of each other.

27 18. Adherence to the fiction of the separate existence of Defendants would permit
28 an abuse of the corporate privilege, and would promote injustice by protecting Defendants

1 from liability for the wrongful acts committed by them under the name “BEVMO.”

2 19. Plaintiff further alleges, upon information and belief, that Defendants
3 BEVERAGES & MORE, INC. and GOBRANDS, INC. are alter egos of each other for the
4 following reasons:

- 5 (a) In November 2020, BEVERAGES & MORE, INC. agreed to be
6 acquired by GOBRANDS, INC. which does business as “GoPuff,” for
7 \$250 million;¹
- 8 (b) On the California Secretary of State’s website
9 (<https://bizfileonline.sos.ca.gov/>), BEVERAGES & MORE, INC. and
10 GOBRANDS, INC. share the same officer Yakir Gola;
- 11 (c) On the California Secretary of State’s website, BEVERAGES &
12 MORE, INC. and GOBRANDS, INC. share the same agent for service
13 of process, “CSC - LAWYERS INCORPORATING SERVICE;” and
- 14 (d) On information and belief, BEVERAGES & MORE, INC. and
15 GOBRANDS, INC. utilize the same standardized employment forms
16 and issue the same employment policies.

17 **PAGA REPRESENTATIVE ALLEGATIONS**

18 20. Defendants are an American retail chain focusing on the sale of alcoholic
19 drinks, operating a chain of at least 145 “BevMo!” stores across California. Upon information
20 and belief, Defendants maintain a single, centralized Human Resources (HR) department at
21 their corporate headquarters in Concord, California, or Philadelphia, Pennsylvania, for all
22 non-exempt, hourly paid employees working for Defendants in California, which is
23 responsible for the recruiting and hiring of new employees, and communicating and
24 implementing Defendants’ company-wide policies, including timekeeping policies and meal
25 and rest period policies, to employees throughout California.

26 21. In particular, Plaintiff and other non-party Aggrieved Employees, on

27 ¹ Los Angeles Times, “BevMo acquired in \$350-million deal as booze deliveries
28 surge,” <https://www.latimes.com/business/story/2020-11-05/bevmo-acquired-by-delivery-startup-gopuff-in-350-million-deal> (last accessed Feb. 13, 2026).

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

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

16 23. Defendants continue to employ non-exempt or hourly paid employees in
17 California.

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

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

25 26. 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 receive certain wages for overtime compensation and that they were not receiving certain
28 wages for overtime compensation.

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

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

15 29. 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 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
18 payment of one (1) additional hour of pay at their regular rates of pay when they were not
19 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
20 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
21 provided with payment of one (1) additional hour of pay at their regular rates of pay when
22 they were not authorized and permitted to take a compliant rest period.

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

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

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

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

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

16 34. 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 full reimbursement for all business-related expenses and costs they incurred during the
19 course and scope of their employment and that they did not receive full reimbursement of
20 applicable business-related expenses and costs incurred.

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

26 36. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew or should have known that they had a duty to compensate
28 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants

1 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
2 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
3 that they were properly denied wages, all in order to increase Defendants' profits.

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

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

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

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

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

1 intend to investigate the alleged violation within sixty (60) calendar
2 days of the postmark date of the Employee's Notice. Upon receipt of
3 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
4 five (65) calendar days of the postmark date of the Employee's Notice,
5 the aggrieved employee may commence a civil action pursuant to
6 California Labor Code section 2699 to recover civil penalties in addition
7 to any other penalties to which the employee may be entitled.

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

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

28 42. On December 9, 2025, Plaintiff provided written notice by online filing to the

1 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
2 Code alleged to have been violated, including facts and theories to support the alleged
3 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
4 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
5 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
6 Plaintiff PAGA Case Number LWDA-CM-1142960-25. A true and correct copy of Plaintiff's
7 written notice to the LWDA and Defendants are attached hereto as "Exhibit 1."

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

11 44. Thus, Plaintiff has satisfied the administrative prerequisites under California
12 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
13 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
14 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

15 45. Labor Code section 558(a) provides "[a]ny employer or other person acting on
16 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
17 provision regulating hours and days of work in any order of the Industrial Welfare
18 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
19 dollars (\$50) for each underpaid employee for each pay period for which the employee was
20 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
21 underpaid employee for each pay period for which the employee was underpaid" Labor
22 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
23 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
24 as a private attorney general, seeks assessment and collection of civil penalties under Labor
25 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
26 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
27 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
28 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558

1 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
2 applicable IWC Wage Order.

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

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

10 48. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
11 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
12 interest as a private attorney general, seeks assessment and collection of civil penalties and
13 injunctive relief for herself, all other non-party Aggrieved Employees, and the State of
14 California against Defendants for violations of California Labor Code sections 201, 202, 204,
15 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

16 **FIRST CAUSE OF ACTION**

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

18 **(Against all Defendants)**

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

21 50. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
22 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
23 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
24 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover
25 civil penalties for violations of those Labor Code sections not found in section 2699.5,
26 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 2802, and 2810.5.

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

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay, as set forth below;
- (b) 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;
- (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with meal periods, as set forth below;
- (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other non-party Aggrieved Employees to take rest periods, as set forth below;
- (e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (f) 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;
- (g) Violation of Labor Code sections 204 for failure to pay all earned wages during employment, as set forth below;
- (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as set forth below;
- (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff

1 and other non-party Aggrieved Employees for all business expenses
2 necessarily incurred, as set forth below; and

- 3 (j) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
4 provide written notice of information material to Plaintiff's and other
5 non-party Aggrieved Employees' employment with Defendants, as set
6 forth below.

7 **FAILURE TO PAY OVERTIME**

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

9 52. Labor Code section 1198 makes it illegal to employ an employee under
10 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
11 Code section 1198 requires that "... the standard conditions of labor fixed by the commission
12 shall be the ... standard conditions of labor for employees. The employment of any employee
13 ... under conditions of labor prohibited by the order is unlawful."

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

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

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

28 56. California Labor Code section 510 codifies the right to overtime compensation

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

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

12 58. First, during the relevant time period, Defendants had, and continue to have, a
13 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
14 party Aggrieved Employees from recording hours worked that were outside of their scheduled
15 shifts in order to limit the amount of overtime employees could accrue. On information and
16 belief, this limitation on overtime accrual was based on a company-wide policy of staffing
17 locations strictly based on the labor hours or labor budget set by the corporate office. This
18 policy of limiting overtime, coupled with Defendants' policies and/or practices of
19 understaffing and assigning heavy workloads (*see infra*), led Plaintiff and other non-party
20 Aggrieved Employees to work off-the-clock outside of their scheduled shift times. For
21 example, Plaintiff was required to assist customers before clocking in and after clocking out
22 for her shifts. As another example, Plaintiff was required to clock out at the end of her
23 scheduled shift but continue working, assisting other employees with customer checkout
24 during busy periods. Furthermore, on information and belief, Defendants' management would
25 alter Plaintiff's and other non-party Aggrieved Employees' timesheets and shave off the time
26 spent completing assigned duties to avoid payment of additional wages. Thus, Defendants
27 failed to track the time Plaintiff and other non-party Aggrieved Employees spent working
28 outside of their scheduled shifts, and Plaintiff and other non-party Aggrieved Employees

1 received no compensation for this time.

2 59. Second, during the relevant time period, Defendants' timekeeping system was
3 only available for employees to clock in and out on the managers' computer. Plaintiff and other
4 non-party Aggrieved Employees would sometimes have to wait to clock in for the start of their
5 shifts because other employees were using the one (1) computer to handle work-related tasks
6 and/or for clocking in or out. For instance, Plaintiff was sometimes required to wait several
7 minutes off-the-clock and under Defendants' control until the computer was available for
8 clocking in because other employees were using the computer. Thus, Plaintiff and other non-
9 party Aggrieved Employees performed work that was not recorded, time for which they were
10 not paid.

11 60. Third, Defendants, on a company-wide basis, had a policy of requiring
12 employees to undergo mandatory security checks by a managerial employee when exiting the
13 store premises, for loss prevention purposes. As a result of Defendants' policy, Plaintiff and
14 other non-party Aggrieved Employees were required to undergo security screenings after
15 clocking out at the end of a shift. For example, before Plaintiff was permitted to leave the
16 premises at the end of her shift, Plaintiff was required to wait off-the-clock for a managerial
17 employee to check her bag. Although Defendants' requirement that Plaintiff and other non-
18 party Aggrieved Employees undergo security checks was mandatory, Defendants did not
19 compensate them for the time they spent off-the-clock after shifts or during unpaid meal periods
20 undergoing these checks while under Defendants' control.

21 61. Fourth, during the relevant time period, as stated, Defendants had, and continue
22 to have, a company-wide policy of understaffing their locations due to labor budgeting and/or
23 limited payroll allocation, which has resulted in chronic understaffing and a lack of adequate
24 meal period coverage, because there were too few employees on duty to handle the workload
25 and attend to customer demand. Moreover, Defendants had a company-wide policy and/or
26 practice of failing to adhere to a schedule for meal periods, which further caused Plaintiff and
27 other non-party Aggrieved Employees to not be relieved of their duties for compliant meal
28 periods. As a result of this lack of meal period coverage, Plaintiff and other non-party

1 Aggrieved Employees were not always afforded uninterrupted 30-minute meal periods during
2 shifts when they were entitled to receive a meal period. For example, Plaintiff would regularly
3 have her meal periods interrupted to communicate with employees about work-related matters,
4 such as locating certain inventory for customers. Consequently, Plaintiff and other non-party
5 Aggrieved Employees performed work during meal periods for which they were not paid.

6 62. Moreover, on information and belief, Defendants' management pressured
7 employees to clock out for meal periods, on threat of discipline, and/or adjusted their time
8 records to reflect compliant meal periods regardless of whether they had received a compliant
9 meal period or not. In addition, Defendants' company-wide timekeeping system prevented
10 Plaintiff and other non-party Aggrieved Employees from recording all hours worked when
11 their meal periods were shortened or interrupted, because the system locked out Plaintiff and
12 other non-party Aggrieved Employees once they clocked out for a meal period, and did not
13 permit them to clock back in from a meal period before 30 minutes elapsed. Thus, Defendants
14 did not record all hours worked during meal periods, and Plaintiff and other non-party
15 Aggrieved Employees performed work during meal periods for which they were not paid.

16 63. Fifth, Defendants required Plaintiff and other non-party Aggrieved Employees
17 to use their company-issued walkie-talkies and/or personal mobile devices to communicate
18 with supervisors and coworkers at all times, including during unpaid meal periods.
19 Defendants expected that Plaintiff and other non-party Aggrieved Employees promptly
20 respond to these calls and communications at all times to discuss work-related matters. For
21 example, during Plaintiff's meal periods, Defendants' supervisors and coworkers would
22 contact Plaintiff on her walkie-talkie and/or her personal cellular phone to discuss work-
23 related matters or to ask for her assistance, but did not compensate her for this time.
24 Defendants knew or should have known that Plaintiff and other non-party Aggrieved
25 Employees were being made to respond to management while off-the-clock and during meal
26 periods in order to meet Defendants' expectations, but failed to compensate them for this time
27 worked.

28 64. Defendants knew or should have known that as a result of these company-wide

1 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
2 their assigned duties outside of their shifts and during meal periods, and were suffered or
3 permitted to perform work for which they were not paid. Because Plaintiff and other non-
4 party Aggrieved Employees worked shifts of eight (8) hours or more a day or forty (40) hours
5 a week or more, some of this off-the-clock work qualified for overtime premium pay.
6 Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime wages
7 for all of the overtime hours they actually worked.

8 65. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
9 the balance of overtime compensation as required by California law, violates the provisions of
10 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
11 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
12 558 and/or 2699(a), (f), and (k).

13 **FAILURE TO PAY MINIMUM WAGES**

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

15 66. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
16 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment
17 of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in
18 Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an
19 employer, and includes all the time the employee is suffered or permitted to work, whether or
20 not required to do so." Cal. Code Regs. Tit. 8, § 11070(2)(H) (defining "Hours Worked").

21 67. First, as stated, as a result of Defendants' policies and/or practices of limiting the
22 amount of overtime employees could accrue pursuant to their labor budget practices, resultant
23 understaffing, and assigning of heavy workloads, Defendants had a company-wide policy and/or
24 practice requiring Plaintiff and other non-party Aggrieved Employees to perform work-related
25 tasks while off-the-clock, including assisting customers before and after their scheduled shifts
26 and helping other employees with customer checkout after clocking out from their scheduled
27 shifts. Moreover, on information and belief, Defendants' management would alter Plaintiff's
28 and other non-party Aggrieved Employees' timesheets and shave off the time spent completing

1 assigned duties to avoid payment of additional wages.

2 68. Second, as also stated, because Defendants' timekeeping system was only
3 available on the managers' computer for clocking in and out, Plaintiff and other non-party
4 Aggrieved Employees sometimes had to wait to clock in for the start of their shifts when other
5 employees were using the computer. Further, Defendants' company-wide security and loss
6 prevention practices and/or policies resulted in employees undergoing mandatory security
7 checks when exiting the premises, after clocking out. Thus, Defendants failed to track this time
8 that Plaintiff and other non-party Aggrieved Employees spent working off-the-clock, and
9 Plaintiff and other non-party Aggrieved Employees received no compensation for this time.

10 69. Third, as also stated, due to Defendants' policies and/or practices of utilizing
11 labor budgets, understaffing their locations, assigning heavy workloads, failing to adhere to a
12 schedule for meal periods, and requiring employees to respond to phone communications and
13 their company-issued walkie-talkies and/or personal mobile devices at all times, Plaintiff and
14 other non-party Aggrieved Employees were impeded from taking all uninterrupted meal periods
15 to which they were entitled and were required to work off-the-clock during meal periods, have
16 their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid
17 meal periods. Additionally, as stated, Defendants' management pressured employees to clock
18 out for meal periods, on threat of discipline, and/or adjusted their time records to reflect
19 compliant meal periods regardless of whether they had received a compliant meal period or not.
20 Moreover, as stated, Defendants' company-wide timekeeping system prevented Plaintiff and
21 other non-party Aggrieved Employees from entering time worked during meal periods because
22 the system locked out Plaintiff and other non-party Aggrieved Employees for a full 30 minutes.
23 Thus, Defendants systematically failed to pay Plaintiff and other non-party Aggrieved
24 Employees for actual hours worked during unpaid meal periods because these hours were not
25 always correctly recorded.

26 70. Defendants did not pay minimum wages for all hours worked by Plaintiff and
27 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,
2 1194, 1197, and 1198.

3 71. 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 (k).

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

9 72. 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 73. 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
16 not more than six (6) hours, the meal period may be waived by mutual consent of both the
17 employer and the employee. Under California law, first meal periods must start after no more
18 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

19 74. 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 75. 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
24 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
25 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
26 total hours worked is no more than twelve (12) hours, the second meal period may be waived
27 by mutual consent of the employer and the employee only if the first meal period was not
28 waived.

1 76. First, as stated above, on information and belief, Defendants had, and continue
2 to have, a company-wide policy and/or practice of understaffing their locations due to labor
3 budgeting and/or limited payroll allocation, which, combined with the assignment of heavy
4 workloads and a failure to adhere to a schedule for meal periods, has resulted in a lack of meal
5 period coverage and prevented Plaintiff and other non-party Aggrieved Employees from
6 taking all timely, uninterrupted meal periods to which they were entitled. As a result of this
7 lack of meal period coverage, Plaintiff and other non-party Aggrieved Employees were not
8 always afforded thirty (30) minute meal periods during shifts when they were entitled to
9 receive a meal period.

10 77. Second, as also stated, Defendants had a company-wide policy and/or practice of
11 requiring that Plaintiff and other non-party Aggrieved Employees carry and respond to their
12 personal mobile devices and/or their company-issued walkie-talkies at all times, including
13 during meal periods, in order to meet Defendants' expectations. As a result, Defendants'
14 management and coworkers contacted Plaintiff and other non-party Aggrieved Employees on
15 their personal mobile devices and/or company-issued walkie-talkies during meal periods to
16 discuss work-related matters, resulting in noncompliant, interrupted meal periods.

17 78. As a result, Plaintiff and other non-party Aggrieved Employees had to work
18 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
19 extended periods of time before taking meal periods. For example, Plaintiff sometimes took
20 her meal periods late, after having worked in excess of five (5) hours into her shift, due to the
21 lack of coverage and in order to meet the store's demands. As a further example, Plaintiff and
22 other non-party Aggrieved Employees were required to continue working through all or parts
23 of their meal periods in order to respond to customer demand, or had their meal periods
24 interrupted due to communications on their personal mobile devices and/or company-issued
25 walkie-talkies.

26 79. Third, as stated, because Defendants frowned upon employees accruing meal
27 period premiums, Defendants' management pressured employees to clock out for meal
28 periods, upon threat of discipline, or adjusted their time records to reflect compliant meal

1 periods, regardless of whether they had received a compliant meal period, in order to strictly
2 limit meal period premiums that would need to be paid by Defendants. Additionally, as set
3 forth above, Defendants' company-wide timekeeping system prevented Plaintiff and other
4 non-party Aggrieved Employees from recording when their meal periods were shortened or
5 interrupted, because the system locked out Plaintiff and other non-party Aggrieved Employees
6 once they clocked out for a meal period, and would not permit them to clock back in from a
7 meal period before 30 minutes had elapsed.

8 80. At all times herein mentioned, Defendants knew or should have known that, as
9 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented
10 from being relieved of all duties and required to perform some of their assigned duties during
11 meal periods. Defendants further knew or should have known that Defendants did not pay
12 Plaintiff and other non-party Aggrieved Employees meal period premiums when meal periods
13 were late, interrupted, shortened, or missed.

14 81. Furthermore, Defendants engaged in a company-wide practice and/or policy of
15 not paying meal period premiums owed when compliant meal periods are not provided.
16 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
17 have not received premium pay for all missed, late, and interrupted meal periods. As a result,
18 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant
19 meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed
20 to pay the full meal period premiums due.

21 82. Defendants' conduct violates the applicable IWC Wage Order, and California
22 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
23 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
24 558 and/or 2699(a), (f), and (k).

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

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

27 83. At all relevant times herein set forth, the applicable IWC Wage Order and
28 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other

1 non-party Aggrieved Employees' employment by Defendants.

2 84. At all relevant times, the applicable IWC Wage Order provides that "[e]very
3 employer shall authorize and permit all employees to take rest periods, which insofar as
4 practicable shall be in the middle of each work period" and that the "rest period time shall be
5 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
6 hours or major fraction thereof" unless the total daily work time is less than three and one-half
7 (3 ½) hours.

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

16 86. Pursuant to the applicable IWC Wage Order and California Labor Code section
17 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
18 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
19 required rest period was not authorized and permitted.

20 87. During the relevant time period, Defendants regularly failed to authorize and
21 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
22 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
23 Defendants' company-wide use of labor budgeting and/or limited payroll allocation, resultant
24 understaffing, and assignment of heavy workloads have resulted in a lack of rest period
25 coverage and prevented Plaintiff and other non-party Aggrieved Employees from being
26 relieved of all duty in order to take compliant rest periods. Defendants also failed to schedule
27 rest periods, which, coupled with Defendants' failure to provide adequate rest period
28 coverage, further led to Plaintiff and other non-party Aggrieved Employees not being

1 authorized and permitted to take rest periods. In addition, as stated, Defendants engaged in a
2 company-wide policy and/or practice requiring that employees carry and respond to their
3 personal cellular phones and/or company-issued walkie-talkies during rest periods to respond
4 to work-related questions, which prevented Plaintiff and other non-party Aggrieved
5 Employees from being able to take uninterrupted rest periods.

6 88. Furthermore, during the relevant time period, upon information and belief,
7 Defendants maintained a company-wide on-premises rest period policy, which effectively
8 required that Plaintiff and/or other non-party Aggrieved Employees remain on the premises
9 during their rest periods. Because Plaintiff and/or other non-party Aggrieved Employees were
10 restricted from leaving the premises during rest periods, they were denied the ability to use
11 their rest periods freely for their own purposes, such as running personal errands. Thus,
12 Defendants effectively maintained control over Plaintiff and/or other non-party Aggrieved
13 Employees during rest periods.

14 89. As a result of Defendants' practices and policies, Plaintiff and other non-party
15 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
16 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
17 were entitled. For example, Plaintiff regularly had to work through her rest periods or had her
18 rest periods interrupted and/or cut short to assist other employees and customers or respond to
19 her walkie-talkie or personal cellular phone, due to heavy workload, and because she had no
20 coverage.

21 90. Defendants have also engaged in a company-wide practice and/or policy of not
22 paying rest period premiums owed when compliant rest periods are not authorized and
23 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
24 Employees have not received premium pay for all missed rest periods. As a result,
25 Defendants denied Plaintiff and other non-party Aggrieved Employees rest periods and failed
26 to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and
27 the applicable IWC Wage Order.

28 91. Defendants' conduct violates the applicable IWC Wage Order and California

1 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
2 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
3 558 and/or 2699(a), (f), and (k).

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

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

11 93. During the relevant time period, Defendants have knowingly and intentionally
12 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
13 inaccurate wage statements. For example, Defendants issued uniform wage statements to
14 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
15 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
16 the pay period, including rates of pay for overtime wages, and the corresponding number of
17 hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
18 226(a)(2), 226(a)(5), and 226(a)(9).

19 94. Because Defendants did not record the time Plaintiff and other non-party
20 Aggrieved Employees spent working off-the-clock and deducted time from their records for
21 meal periods that were interrupted and/or missed (and therefore time for which they should
22 have been paid), Defendants did not list the correct amount of gross wages and net wages
23 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section
24 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to
25 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
26 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
27 pay in effect during the pay period and the corresponding accurate number of hours worked at
28 each hourly rate, in violation of section 226(a)(9).

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

9 96. California Labor Code section 1174(d) provides that “[e]very person employing
10 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
11 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
12 plants or establishments at which employees are employed, payroll records showing the hours
13 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
14 applicable piece rate paid to, employees employed at the respective plants or
15 establishments” Labor Code section 1174.5 provides that employers are subject to a
16 \$500 civil penalty if they fail to maintain accurate and complete records as required by section
17 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), Defendants
18 willfully failed to maintain accurate payroll records for Plaintiff and other non-party
19 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
20 result of failing to record the off-the-clock hours that they worked.

21 97. California Labor Code section 1198 provides that the maximum hours of work
22 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
23 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
24 employment of any employees for longer hours than those fixed by the order or under
25 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
26 Wage Order, employers are required to keep accurate time records showing when the
27 employee begins and ends each work period and meal period. During the relevant time
28 period, Defendants engaged in company-wide practices and/or policies of failing to record

1 actual hours worked (including falsifying time records by recording that compliant meal
2 periods were taken regardless of if or when meal periods were actually taken), and thereby
3 failed to keep accurate records of work period and meal period start and end times for Plaintiff
4 and other non-party Aggrieved Employees, in violation of section 1198.

5 98. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
6 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
7 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

8 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

9 **VIOLATION OF LABOR CODE SECTION 204**

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

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

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

28 102. Plaintiff and other non-party Aggrieved Employees are therefore entitled to

1 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

2 **FAILURE TO PAY WAGES UPON TERMINATION**

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

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

11 104. On information and belief, Defendants have a company-wide practice or policy
12 of paying departing employees their final wages late, instead of adhering to the time
13 requirements set forth in Labor Code sections 201 and 202. For example, Defendants
14 terminated Plaintiff on July 29, 2025. However, Defendants did not provide her with her final
15 pay until at least July 30, 2025. Thus, Defendants failed to pay Plaintiff her final wages
16 immediately, in violation of California Labor Code section 201.

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

22 106. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
23 who are no longer employed by Defendants their wages earned and unpaid at the time of
24 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
25 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
26 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
27 2699(a), (f), and (k).

28 //

1 **FAILURE TO REIMBURSE BUSINESS RELATED EXPENSES**

2 **VIOLATION OF LABOR CODE SECTION 2802**

3 107. At all times herein set forth, California Labor Code section 2802 provides that an
4 employer must reimburse employees for all necessary expenditures and losses incurred by the
5 employee in the performance of his or her job. The purpose of Labor Code section 2802 is to
6 prevent employers from passing off their cost of doing business and operating expenses on to
7 their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
8 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: “[w]hen tools
9 or equipment are required by the employer or are necessary to the performance of a job, such
10 tools and equipment shall be provided and maintained by the employer, except that an employee
11 whose wages are at least two (2) times the minimum wage provided herein may be required to
12 provide and maintain hand tools and equipment customarily required by the trade or craft.”

13 108. During the relevant time period, Defendants, on a company-wide basis, required
14 that Plaintiff and other non-party Aggrieved Employees use their own personal mobile devices,
15 including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but
16 failed to reimburse them for the costs of their work-related mobile device expenses. For
17 instance, Plaintiff was required to use her personal cellular phone to communicate with
18 management regarding work-related issues and to look up inventory for customers. As a further
19 example, Plaintiff was required to download the “Workday” mobile application and use it to
20 message and communicate with Defendants’ management and coworkers. Although Defendants
21 required Plaintiff and other non-party Aggrieved Employees to use their personal mobile
22 devices and/or mobile data to carry out their work-related duties, Defendants failed to reimburse
23 them for their costs incurred.

24 109. Defendants could have provided Plaintiff and other non-party Aggrieved
25 Employees with the actual equipment for use on the job, such as company mobile devices; or,
26 Defendants could have reimbursed employees for their mobile device usage. Instead,
27 Defendants passed these operating costs onto Plaintiff and other non-party Aggrieved
28 Employees. At all relevant times, Plaintiff did not earn at least two (2) times the minimum

1 wage.

2 110. Defendants' company-wide policy and/or practice of not reimbursing employees
3 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-
4 party Aggrieved Employees violates California Labor Code section 2802.

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

7 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
8 **EMPLOYMENT**

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

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

20 113. Defendants failed to provide Plaintiff and other non-party Aggrieved
21 Employees written notice that lists the requisite information set forth in Labor Code section
22 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and other non-party Aggrieved
23 Employees with written notice of basic information regarding their employment with
24 Defendants is in violation of Labor Code section 2810.5.

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

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1 **PRAYER FOR RELIEF**

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

4 1. For civil penalties, injunctive relief, and attorneys' fees in excess of thirty-five
5 thousand dollars (\$35,000). Plaintiff reserves the right to amend her prayer for relief to seek a
6 different amount.

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

8 2. That the Court declare, adjudge and decree that Defendants violated the
9 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
10 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
11 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
12 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
13 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
14 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned
15 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon
16 termination); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to
17 provide written notice of information material to employment);

18 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
19 558, 1174.5, and/or 2699(a), (f), and (k), for violations of California Labor Code sections 201,
20 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and
21 2810.5;

22 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
23 2699(k) to bring Defendants into compliance with the requirements of the applicable IWC
24 Wage Order and California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a),
25 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

26 5. For attorneys' fees and costs pursuant to California Labor Code section
27 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
28 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,

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1197, 1198, 2802, and 2810.5;

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

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

Dated: February 13, 2026

Respectfully submitted,

Capstone Law APC

By: 
Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiff Leeanna Ingersoll

EXHIBIT “1”



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December 9, 2025

VIA ONLINE SUBMISSION

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

Subject: *Leeanna Ingersoll v. Beverages & More, Inc., et al.*

Dear PAGA Administrator:

This office represents Leeanna Ingersoll in connection with her claims under the California Labor Code. Ms. Ingersoll was an employee of BEVERAGES & MORE, INC. and/or GOBRANDS, INC. For the purpose of this letter, Ms. Ingersoll collectively refers to these entities as "BEVMO."

The employers may be contacted directly at the addresses below:

BEVERAGES & MORE, INC.
1401 WILLOW PASS ROAD SUITE 900
CONCORD, CA 94520

GOBRANDS, INC.
537 N 3RD STREET
PHILADELPHIA, PA 19123

Ms. Ingersoll intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Ingersoll seeks relief on behalf of herself, the State of California, and other persons who are or were employed by BEVMO as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BEVMO employed Ms. Ingersoll as an hourly paid, non-exempt employee from approximately October 2024 to July 2025. Ms. Ingersoll worked for BEVMO as a Retail Sales Associate at its store located at 5717 Christie Avenue, Emeryville, California 94608. During her employment, Ms. Ingersoll typically worked eight (8) hours or more per day and five (5) to six (6) days per week. At the time Ms. Ingersoll's employment with BEVMO ended, she earned approximately \$19.90 per hour. Her job duties included, without limitation, greeting and ringing up customers, unlocking cases, maintaining store cleanliness, and promoting products.

BEVMO has committed each of the following Labor Code violations against Ms. Ingersoll, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor

BEVMO'S Company-Wide and Uniform Payroll and HR Practices

BEVERAGES & MORE, INC. and GOBRANDS, INC. are Delaware corporations. Together, they operate a chain of at least 161 “BevMo!” stores across 30 counties in California. Upon information and belief, BEVMO maintains a single, centralized Human Resources (HR) department at its company headquarters in Concord, California, or Philadelphia, Pennsylvania, for all non-exempt, hourly paid employees working for BEVMO in California, including Ms. Ingersoll and other aggrieved employees. At all relevant times, BEVMO issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Ingersoll and other aggrieved employees, regardless of their location or position.

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

BEVMO willfully failed to pay all overtime wages owed to Ms. Ingersoll and other aggrieved employees. During the relevant time period, Ms. Ingersoll 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.

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

First, during the relevant time period, BEVMO had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Ingersoll and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this limitation on overtime accrual was based on a company-wide policy of staffing locations strictly based on the labor hours or labor budget set by the corporate office. This policy of limiting overtime, coupled with BEVMO's policies and/or practices of understaffing and assigning heavy workloads (*see infra*), led Ms. Ingersoll and other aggrieved employees to work off-the-clock outside of their scheduled shift times. For example, Ms. Ingersoll was required to assist customers before clocking in and after clocking out for her shifts. As another example, Ms. Ingersoll was required to clock out at the end of her scheduled shift but continue working, assisting other employees with customer checkout during busy periods. Furthermore, on information and belief, BEVMO's management would alter Ms. Ingersoll's and other aggrieved employees' timesheets and shave off the time spent completing assigned duties to avoid payment of additional wages. Thus, BEVMO failed to track the time Ms. Ingersoll and other aggrieved employees spent working outside of their scheduled shifts, and Ms. Ingersoll and other aggrieved employees received no compensation for this time.

Second, during the relevant time period, BEVMO's timekeeping system was only available for employees to clock in and out on the managers' computer. Ms. Ingersoll and other aggrieved employees would sometimes have to wait to clock in for the start of their shifts because other employees were using the one (1) computer to handle work-related tasks and/or for clocking in or out. For instance, Ms. Ingersoll was sometimes required to wait several minutes off-the-clock and under BEVMO's control until the computer was available for clocking in because other employees were using the computer. Thus, Ms. Ingersoll and other aggrieved employees performed work that was not recorded, time for which they were not paid.

Third, BEVMO, on a company-wide basis, had a policy of requiring employees to undergo mandatory security checks by a managerial employee when exiting the store premises, for loss prevention purposes. As a result of BEVMO's policy, Ms. Ingersoll and other aggrieved employees were required to undergo security screenings after clocking out at the end of a shift. For example, before Ms. Ingersoll was permitted to leave the premises at the end of her shift, Ms. Ingersoll was required to wait off-the-clock for a managerial employee to check her bag. Although BEVMO's requirement that Ms. Ingersoll and other aggrieved employees undergo security checks was mandatory, BEVMO did not compensate them for the time they spent off-the-clock after shifts or during unpaid meal periods undergoing these checks while under BEVMO's control.

Fourth, during the relevant time period, as stated, BEVMO had, and continues to have, a company-wide policy of understaffing its locations due to labor budgeting and/or limited payroll allocation, which has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customer demand. Moreover, BEVMO had a company-wide policy and/or practice of failing to adhere to a schedule for meal periods, which further caused Ms. Ingersoll and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Ms. Ingersoll and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Ms. Ingersoll would regularly have her meal periods interrupted to communicate with employees about work-related matters, such as locating certain inventory for customers. Consequently, Ms. Ingersoll and other aggrieved employees performed work during meal periods for which they were not paid.

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

Fifth, BEVMO required Ms. Ingersoll and other aggrieved employees to use their company-issued walkie-talkies and/or personal mobile devices to communicate with supervisors and coworkers at all times, including during unpaid meal periods. BEVMO expected that Ms. Ingersoll and other aggrieved employees promptly respond to these calls and communications at all times to discuss work-related matters. For example, during Ms. Ingersoll's meal periods, BEVMO's supervisors and coworkers would contact Ms. Ingersoll on her walkie-talkie and/or her personal cellular phone to discuss work-related matters or to ask for her assistance, but did not compensate her for this time. BEVMO knew or should have known that Ms. Ingersoll and other aggrieved employees were being made to respond to management while off-the-clock and during meal periods in order to meet BEVMO's expectations, but failed to compensate them for this time worked.

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

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

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 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, § 11070(2)(H) (defining "Hours Worked").

First, as stated, as a result of BEVMO's policies and/or practices of limiting the amount of overtime employees could accrue pursuant to its labor budget practices, resultant understaffing, and assigning of heavy workloads, BEVMO had a company-wide policy and/or practice requiring Ms. Ingersoll

and other aggrieved employees to perform work-related tasks while off-the-clock, including assisting customers before and after their scheduled shifts and helping other employees with customer checkout after clocking out from their scheduled shifts. Moreover, on information and belief, BEVMO's management would alter Ms. Ingersoll's and other aggrieved employees' timesheets and shave off the time spent completing assigned duties to avoid payment of additional wages.

Second, as also stated, because BEVMO's timekeeping system was only available on the managers' computer for clocking in and out, Ms. Ingersoll and other aggrieved employees sometimes had to wait to clock in for the start of their shifts when other employees were using the computer. Further, BEVMO's company-wide security and loss prevention practices and/or policies resulted in employees undergoing mandatory security checks when exiting the premises, after clocking out. Thus, BEVMO failed to track this time that Ms. Ingersoll and other aggrieved employees spent working off-the-clock, and Ms. Ingersoll and other aggrieved employees received no compensation for this time.

Third, as also stated, due to BEVMO's policies and/or practices of utilizing labor budgets, understaffing its locations, assigning heavy workloads, failing to adhere to a schedule for meal periods, and requiring employees to respond to phone communications and their company-issued walkie-talkies and/or personal mobile devices at all times, Ms. Ingersoll and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Additionally, as stated, BEVMO's management pressured employees to clock out for meal periods, on threat of discipline, and/or adjusted their time records to reflect compliant meal periods regardless of whether they had received a compliant meal period or not. Moreover, as stated, BEVMO's company-wide timekeeping system prevented Ms. Ingersoll and other aggrieved employees from entering time worked during meal periods because the system locked out Ms. Ingersoll and other aggrieved employees for a full 30 minutes. Thus, BEVMO systematically failed to pay Ms. Ingersoll and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

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

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

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at

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

First, as stated above, on information and belief, BEVMO had, and continues to have, a company-wide policy and/or practice of understaffing its locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads and a failure to adhere to a schedule for meal periods, has resulted in a lack of meal period coverage and prevented Ms. Ingersoll and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result of this lack of meal period coverage, Ms. Ingersoll and other aggrieved employees were not always afforded thirty (30) minute meal periods during shifts when they were entitled to receive a meal period.

Second, as also stated, BEVMO had a company-wide policy and/or practice of requiring that Ms. Ingersoll and other aggrieved employees carry and respond to their personal mobile devices and/or their company-issued walkie-talkies at all times, including during meal periods, in order to meet BEVMO's expectations. As a result, BEVMO's management and coworkers contacted Ms. Ingersoll and other aggrieved employees on their personal mobile devices and/or company-issued walkie-talkies during meal periods to discuss work-related matters, resulting in noncompliant, interrupted meal periods.

As a result, Ms. Ingersoll and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Ingersoll sometimes took her meal periods late, after having worked in excess of five (5) hours into her shift, due to the lack of coverage and in order to meet the store's demands. As a further example, Ms. Ingersoll and other aggrieved employees were required to continue working through all or parts of their meal periods in order to respond to customer demand, or had their meal periods interrupted due to communications on their personal mobile devices and/or company-issued walkie-talkies.

Third, as stated, because BEVMO frowned upon employees accruing meal period premiums, BEVMO's management pressured employees to clock out for meal periods, upon threat of discipline, or adjusted their time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal period premiums that would need to be paid by BEVMO. Additionally, as set forth above, BEVMO's company-wide timekeeping system prevented Ms. Ingersoll and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. Ingersoll and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

At all times mentioned herein, BEVMO knew or should have known that as a result of its policies, Ms. Ingersoll and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. BEVMO further knew or should have known that it did not pay Ms. Ingersoll and other aggrieved employees meal period premiums when meal periods were late,

interrupted, shortened, and/or missed.

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

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

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

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

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

During the relevant time period, BEVMO regularly failed to authorize and permit Ms. Ingersoll 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, BEVMO's company-wide use of labor budgeting and/or limited payroll allocation, resultant understaffing, and assignment of heavy workloads have resulted in a lack of rest period coverage and prevented Ms. Ingersoll and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. BEVMO also failed to schedule rest periods, which, coupled with BEVMO's failure to provide adequate rest period coverage, further led to Ms. Ingersoll and other aggrieved employees not being authorized and permitted to take rest periods. In addition, as stated, BEVMO engaged in a company-wide policy and/or practice requiring that employees carry and respond to their personal cellular phone and/or company-issued walkie-talkies during rest periods to respond to work-related questions, which prevented Ms. Ingersoll and other aggrieved employees from being able to take uninterrupted rest periods.

Furthermore, upon information and belief, during the relevant time period, BEVMO maintained a company-wide on-premises rest period policy, which effectively required that Ms. Ingersoll and/or other aggrieved employees remain on the work premises during their rest periods. Because Ms. Ingersoll and/or other aggrieved employees were restricted from leaving the store premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, BEVMO effectively maintained control over Ms. Ingersoll and/or other aggrieved employees during rest periods.

As a result of BEVMO's practices and policies, Ms. Ingersoll 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, Ms. Ingersoll sometimes had her rest periods interrupted and/or cut short to assist other employees and customers or respond to her walkie-talkie or personal cellular phone, due to heavy workload, and because she had no coverage.

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

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

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

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. BEVMO has not provided Ms. Ingersoll 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).

At all relevant times, BEVMO has knowingly and intentionally provided Ms. Ingersoll and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BEVMO issued uniform wage statements to Ms. Ingersoll and other aggrieved employees that fail to correctly list: total hours worked; gross wages earned; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, BEVMO violated sections

226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

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

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

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

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

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

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

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

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

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

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

During the relevant time period, on information and belief, BEVMO had a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, BEVMO terminated Ms. Ingersoll on July 29, 2025. However, BEVMO did not provide her with her final pay, until July 30, 2025, at the earliest. Thus, BEVMO failed to pay Ms. Ingersoll her final wages immediately, in violation of Labor Code section 201.

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

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

Violation of California Labor Code § 2802 – Unreimbursed Business-Related 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. 7-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, BEVMO, on a company-wide basis, required Ms. Ingersoll and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For instance, Ms. Ingersoll was required to use her personal cellular phone to communicate with management regarding work-related issues and to look up inventory for customers. As a further example, Ms. Ingersoll was required to download the “Workday” mobile application and use it to message and communicate with BEVMO’s management and coworkers. Although BEVMO required Ms. Ingersoll and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, BEVMO failed to reimburse them for their costs incurred.

BEVMO could have provided Ms. Ingersoll and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, or, BEVMO could have fully reimbursed employees for the costs of their mobile device usage. Instead, BEVMO passed these operating costs onto Ms. Ingersoll and other aggrieved employees.

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

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

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

use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, BEVMO failed to provide Ms. Ingersoll and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). BEVMO'S failure to provide Ms. Ingersoll and other aggrieved employees with written notice of basic information regarding their employment with BEVMO is in violation of Labor Code section 2810.5.

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

California Labor Code § 558(a)

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

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

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

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

Chase Laurent
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink that reads "C Laurent". The "C" is large and stylized, and "Laurent" is written in a cursive script.

Chase Laurent

Copy: BEVERAGES & MORE, INC. (via U.S. Certified Mail); GOBRANDS, INC. (via U.S. Certified Mail)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. BEVERAGES & MORE, INC. 1401 Willow Pass Road Suite #900 Concord, CA 94520  9590 9402 8803 4005 5607 53 2. Article Number (Transfer from service label) 9589 0710 5270 0211 5975 25 PS Form 3811, July 2020 PSN 7530-02-000-9053		A. Signature X Received by (Printed Name) C. Date of Delivery Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

BEVERAGES & MORE, INC.
1401 Willow Pass Road
Suite #900
Concord, CA 94520

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE	
CERTIFIED MAIL®	
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U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com® OFFICIAL USE Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) ☐ Certified Mail ☐ Adult Sign. ☐ Adult Sign. Postage Total Postage \$ Sent To \$ Street and A City, State, ZIP BEVERAGES & MORE, INC. 1401 Willow Pass Road Suite #900 Concord, CA 94520 Signature <i>Ignacio L. Becerra</i>	

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

SENDER: COMPLETE THIS SECTION

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

GOBRANDS, INC.
537 N. 3rd Street
Philadelphia, PA 19123



9590 9402 8803 4005 5607 60

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5975 32

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

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PS Form 3800, January 2023 PSN 7530-02-000-9947 See Reverse for Instructions

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GOBRANDS, INC.
537 N. 3rd Street
Philadelphia, PA 19123

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Philadelphia, PA 19123

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**BEVERAGES &
MORE, INC.**
1401 Willow Pass Road
Suite #900
Concord, CA 94520



9590 9402 8803 4005 5607 53

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5975 25

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

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

Restricted Delivery

Domestic Return Receipt