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Case #23CV418940
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Bevin Allen Pike (SBN 221936)
Bevin.Pike@capstonelawyers.com
Daniel S. Jonathan (SBN 262209)
Daniel.Jonathan@capstonelawyers.com
Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiffs Olivia Guerrero
and Edith Martinez

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

OLIVIA GUERRERO and EDITH
MARTINEZ, individually, and on behalf of
other members of the general public
similarly situated, and as aggrieved
employees pursuant to the Private Attorneys
General Act (“PAGA”),

Plaintiffs,

vs.

JB RESTAURANT #4365, INC., a
California corporation; JB RESTAURANT
#401, INC., a California corporation; JB
RESTAURANT #438, INC., a California
corporation; JB RESTAURANT #476,
INC., a California corporation; JB
RESTAURANT #483, INC., a California
corporation; JB RESTAURANT #3419,
INC., a California corporation; JB
RESTAURANT, #3425, INC., a California
corporation; JB RESTAURANT #3462,
INC., a California corporation; JB
RESTAURANT #3464, INC., a California
corporation; JB RESTAURANT #4388,
INC., a California corporation; LJ & MW
ENTERPRISES, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23CV418940

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiffs Olivia Guerrero and Edith Martinez, individually and on behalf of all other
2 members of the public similarly situated, and as aggrieved employees and on behalf of all
3 aggrieved employees, allege as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiffs, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt, hourly
9 paid employees and received at least one wage statement and against whom one or more
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,
13 and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court
14 and will be established according to proof at trial. This Court has jurisdiction over this action
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this
16 action is brought do not specify any other basis for jurisdiction. Plaintiffs’ share of damages,
17 penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action because there is no
23 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”
24 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information
25 and belief, two-thirds or more of the class members and Defendants are citizens of California
26 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the
27 alleged wage and hour violations occurred in California; (c) significant relief is being sought
28 against Defendants whose violations of California wage and hour laws form a significant basis

1 for Plaintiffs' claims; and (d) no other class action has been filed within the past three (3) years
2 on behalf of the same proposed class against Defendants asserting the same or similar factual
3 allegations.

4 3. Venue is proper in this Court, because Defendants JB RESTAURANT #4365,
5 INC.; JB RESTAURANT #438, INC.; JB RESTAURANT #476, INC.; JB RESTAURANT
6 #483, INC.; JB RESTAURANT #3419, INC.; and JB RESTAURANT #3462, INC. filed
7 Statement of Information forms with the California Secretary of State designating a principal
8 place of business in Milpitas, County of Santa Clara, in accordance with California Corporations
9 Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because
10 Defendants employ persons in this county, and thus a substantial portion of the transactions and
11 occurrences related to this action occurred in this county.

12 **THE PARTIES**

13 4. Plaintiff Olivia Guerrero is a resident of Pleasanton, California. Defendants
14 employed Plaintiff Guerrero as an hourly paid, non-exempt Cook from approximately
15 December 2015 to March 2023. Plaintiff Guerrero worked for Defendants at their Jack in the
16 Box location in Pleasanton, California. During her employment, Plaintiff Guerrero typically
17 worked six (6) or more hours per day and five (5) or more days per week. At the time Plaintiff
18 Guerrero's employment with Defendants ended, she was compensated approximately \$16.00
19 per hour. Plaintiff Guerrero's primary job duties included, without limitation, preparing and
20 cooking food, providing customer service, and cleaning her station.

21 5. Plaintiff Edith Martinez is a resident of Pleasanton, California. Defendants
22 employed Plaintiff Martinez as an hourly paid, non-exempt Cashier from approximately
23 September 2020 to May 2023. Plaintiff Martinez worked for Defendants at their Jack in the
24 Box location in Pleasanton, California. During her employment, Plaintiff Martinez typically
25 worked six (6) or more hours per day and five (5) or more days per week. At the time Plaintiff
26 Martinez's employment with Defendants ended, she was compensated approximately \$16.00
27 per hour. Plaintiff Martinez's primary job duties included, without limitation, operating the
28 cash register, providing customer service, preparing and cooking food, and cleaning her station.

1 6. JB RESTAURANT #4365, INC. was and is, upon information and belief, a
2 California corporation, and at all times hereinafter mentioned, an employer whose employees
3 are engaged throughout this county and the State of California.

4 7. JB RESTAURANT #401, INC. was and is, upon information and belief, a
5 California corporation, and at all times hereinafter mentioned, an employer whose employees
6 are engaged throughout this county and the State of California.

7 8. JB RESTAURANT #438, INC. was and is, upon information and belief, a
8 California corporation, and at all times hereinafter mentioned, an employer whose employees
9 are engaged throughout this county and the State of California.

10 9. JB RESTAURANT #476, INC. was and is, upon information and belief, a
11 California corporation, and at all times hereinafter mentioned, an employer whose employees
12 are engaged throughout this county and the State of California.

13 10. JB RESTAURANT #483, INC. was and is, upon information and belief, a
14 California corporation, and at all times hereinafter mentioned, an employer whose employees
15 are engaged throughout this county and the State of California.

16 11. JB RESTAURANT #3419, INC. was and is, upon information and belief, a
17 California corporation, and at all times hereinafter mentioned, an employer whose employees
18 are engaged throughout this county and the State of California.

19 12. JB RESTAURANT, #3425, INC. was and is, upon information and belief, a
20 California corporation, and at all times hereinafter mentioned, an employer whose employees
21 are engaged throughout this county and the State of California.

22 13. JB RESTAURANT #3462, INC. was and is, upon information and belief, a
23 California corporation, and at all times hereinafter mentioned, an employer whose employees
24 are engaged throughout this county and the State of California.

25 14. JB RESTAURANT #3464, INC. was and is, upon information and belief, a
26 California corporation, and at all times hereinafter mentioned, an employer whose employees
27 are engaged throughout this county and the State of California.

28 15. JB RESTAURANT #4388, INC. was and is, upon information and belief, a

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

3 16. LJ & MW ENTERPRISES, INC. was and is, upon information and belief, a
4 California corporation, and at all times hereinafter mentioned, an employer whose employees
5 are engaged throughout this county and the State of California.

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

10 18. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10
11 were the partners, agents, owners, or managers of Defendants at all relevant times.

12 19. Plaintiffs are informed and believe, and thereon allege, that each and all of the
13 acts and omissions alleged herein was performed by, or is attributable to, JB RESTAURANT
14 #4365, INC.; JB RESTAURANT #401, INC.; JB RESTAURANT #438, INC.; JB
15 RESTAURANT #476, INC.; JB RESTAURANT #483, INC.; JB RESTAURANT #3419, INC.;
16 JB RESTAURANT, #3425, INC.; JB RESTAURANT #3462, INC.; JB RESTAURANT #3464,
17 INC.; JB RESTAURANT #4388, INC.; LJ & MW ENTERPRISES, INC.; and/or DOES 1
18 through 10 (collectively, “Defendants” or “JB”), each acting as the agent, employee, alter ego,
19 and/or joint venturer of, or working in concert with, each of the other co-Defendants and was
20 acting within the course and scope of such agency, employment, joint venture, or concerted
21 activity with legal authority to act on the others’ behalf. The acts of any and all Defendants
22 were in accordance with, and represent, the official policy of Defendants.

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

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

omissions, occurrences, and transactions alleged herein.

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

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

- (a) jointly exercised meaningful control over the work performed by Plaintiffs and class members;
- (b) jointly exercised meaningful control over Plaintiffs’ and class members’ wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiffs and class members;
- (c) jointly required that Plaintiffs and class members perform work which is an integral part of Defendants’ businesses; and
- (d) jointly exercised control over Plaintiffs and class members as a matter of economic reality in that Plaintiffs and class members were dependent on Defendants, who shared the power to set the wages of Plaintiffs and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their

employment.

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

25. JB RESTAURANT #4365, INC.; JB RESTAURANT #401, INC.; JB RESTAURANT #438, INC.; JB RESTAURANT #476, INC.; JB RESTAURANT #483, INC.; JB RESTAURANT #3419, INC.; JB RESTAURANT, #3425, INC.; JB RESTAURANT #3462, INC.; JB RESTAURANT #3464, INC.; JB RESTAURANT #4388, INC.; LJ & MW ENTERPRISES, INC.; and DOES 1 through 10 are therefore alter egos of each other.

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

27. Plaintiffs further allege, upon information and belief, that Defendants JB RESTAURANT #4365, INC.; JB RESTAURANT #401, INC.; JB RESTAURANT #438, INC.; JB RESTAURANT #476, INC.; JB RESTAURANT #483, INC.; JB RESTAURANT #3419, INC.; JB RESTAURANT, #3425, INC.; JB RESTAURANT #3462, INC.; JB RESTAURANT #3464, INC.; JB RESTAURANT #4388, INC.; and LJ & MW ENTERPRISES, INC. are alter egos of each other for the following reasons:

(a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), JB RESTAURANT #4365, INC.; JB RESTAURANT #438, INC.; JB RESTAURANT #476, INC.; JB RESTAURANT #483, INC.; JB RESTAURANT #3419, INC.; and JB RESTAURANT #3462, INC. share the same principal address and/or mailing address of "852 N HILLVIEW DRIVE, MILPITAS, CA 95035";

(b) On the California Secretary of State's website, JB RESTAURANT #4365, INC.; JB RESTAURANT #401, INC.; JB RESTAURANT #438, INC.; JB RESTAURANT #476, INC.; JB RESTAURANT #483, INC.; JB RESTAURANT #3419, INC.; JB RESTAURANT, #3425, INC.; JB

RESTAURANT #3462, INC.; JB RESTAURANT #3464, INC.; JB RESTAURANT #4388, INC.; and LJ & MW ENTERPRISES, INC. share the same agent for service of process, “Larry [P.] Jones;”

(c) According to Statement of Information forms filed with the California Secretary of State, JB RESTAURANT #401, INC.; JB RESTAURANT, #3425, INC.; JB RESTAURANT #3464, INC.; JB RESTAURANT #4388, INC.; and LJ & MW ENTERPRISES, INC. share the same officer and/or director Secretary, Millie Wang;

(d) According to Statement of Information forms filed with the California Secretary of State, JB RESTAURANT #4365, INC.; JB RESTAURANT #438, INC.; JB RESTAURANT #476, INC.; JB RESTAURANT #483, INC.; JB RESTAURANT #3419, INC.; and JB RESTAURANT #3462, INC. share the same officers and/or directors, including:

(i) Millie Wang, who serves as Chief Executive Officer;

(ii) Ted Ni, who serves as Chief Financial Officer; and

(iii) Larry Jones, who serves as Secretary; and

(e) On information and belief, JB RESTAURANT #4365, INC.; JB RESTAURANT #401, INC.; JB RESTAURANT #438, INC.; JB RESTAURANT #476, INC.; JB RESTAURANT #483, INC.; JB RESTAURANT #3419, INC.; JB RESTAURANT, #3425, INC.; JB RESTAURANT #3462, INC.; JB RESTAURANT #3464, INC.; JB RESTAURANT #4388, INC.; and LJ & MW ENTERPRISES, INC. utilize the same standardized employment forms, but not limited to employee scheduling forms, and issue the same employment policies.

GENERAL ALLEGATIONS

28. Defendants operate approximately 11 Jack in the Box franchise restaurant locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their corporate headquarters in Milpitas or Hayward,

1 California, which is responsible for the recruiting and hiring of new employees, and
2 communicating and implementing Defendants' company-wide policies, including timekeeping
3 policies and meal and rest period policies, to employees throughout California.

4 29. In particular, Plaintiffs and class members, on information and belief, received
5 the same standardized documents and/or written policies. Upon information and belief, the
6 usage of standardized documents and/or written policies, including new-hire documents,
7 indicate that Defendants dictated policies at the corporate level and implemented them
8 company-wide, regardless of their employees' assigned locations or positions.

9 30. Upon information and belief, Defendants maintain a centralized Payroll
10 department at their corporate headquarters in Milpitas or Hayward, California, which processes
11 payroll for all non-exempt, hourly paid employees working for Defendants at their various
12 locations in California, including Plaintiffs and class members. Based upon information and
13 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
14 employees in California, irrespective of their work locations. Upon information and belief,
15 Defendants process payroll for departing employees in the same manner throughout the State
16 of California, regardless of the manner in which each employee's employment ends.

17 31. Defendants continue to employ non-exempt or hourly paid employees in
18 California.

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

23 33. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and class
24 members were not paid for all hours worked because all hours worked were not recorded.

25 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
26 should have known that Plaintiffs and class members were entitled to receive certain wages for
27 overtime compensation and that they were not receiving certain wages for overtime
28 compensation.

1 35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
2 should have known that Plaintiffs and class members were entitled to receive at least minimum
3 wages for compensation and that they were not receiving at least minimum wages for work that
4 was required to be done off-the-clock. In violation of the California Labor Code, Plaintiffs and
5 class members were not paid at least minimum wages for work done off-the-clock.

6 36. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
7 should have known that Plaintiffs and class members were entitled to meal periods in
8 accordance with the California Labor Code or payment of one (1) additional hour of pay at their
9 regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute
10 meal periods and that Plaintiffs and class members were not provided with all meal periods or
11 payment of one (1) additional hour of pay at their regular rates of pay when they did not receive
12 a timely, uninterrupted, thirty (30) minute meal period.

13 37. Plaintiffs are informed and believes, and thereon alleges, that Defendants knew
14 or should have known that Plaintiffs and class members were entitled to rest periods in
15 accordance with the California Labor Code and applicable IWC Wage Order or payment of one
16 (1) additional hour of pay at their regular rates of pay when they were not authorized and
17 permitted to take a compliant rest period and that Plaintiffs and class members were not
18 authorized and permitted to take compliant rest periods or provided with payment of one (1)
19 additional hour of pay at their regular rates of pay when they were not authorized and permitted
20 to take a compliant rest period.

21 38. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known that Plaintiffs and class members were entitled to receive complete and
23 accurate wage statements in accordance with California law. In violation of the California
24 Labor Code, Plaintiffs and class members were not provided complete and accurate wage
25 statements.

26 39. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
27 should have known that they had a duty to maintain accurate and complete payroll records in
28 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,

1 knowingly, and intentionally failed to do so.

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

8 41. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
9 should have known that Plaintiffs and class members were entitled to timely payment of wages
10 during their employment. In violation of the California Labor Code, Plaintiffs and class
11 members did not receive payment of all wages, including, but not limited to, overtime wages,
12 minimum wages, and/or meal and rest period premiums, within permissible time periods.

13 42. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
14 should have known that Plaintiff Guerrero and class members were entitled to receive their
15 full wages due without having to execute a release of claims. In violation of the California
16 Labor Code, Defendants required Plaintiff Guerrero and class members to release their claims
17 for unpaid wages as a condition to receiving their paychecks.

18 43. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
19 should have known that Plaintiff Guerrero and class members were entitled to receive split shift
20 premium pay when Defendants required Plaintiff Guerrero and class members to return to work
21 for an additional shift in the same day, after having been clocked out for more than an hour. In
22 violation of the California Labor Code and applicable IWC Wage Order, Defendants did not
23 pay Plaintiff Guerrero and class members all split-shift premiums due.

24 44. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
25 should have known that Plaintiffs and class members were entitled to receive full reimbursement
26 for all business-related expenses and costs they incurred during the course and scope of their
27 employment and that they did not receive full reimbursement of applicable business-related
28 expenses and costs incurred.

1 45. Plaintiffs are informed and believe, and thereon allege, that at all times herein
2 mentioned, Defendants knew or should have known that Defendants had a duty to provide
3 Plaintiffs and class members with written notice of the material terms of their employment with
4 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

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

11 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

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

- 27 (a) The aggrieved employee or representative shall give written notice by
28 online filing with the LWDA and by certified mail to the employer of the

specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.

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

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

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

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

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

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or

1 representative and by online filing with the LWDA if the alleged violation
2 is cured, including a description of actions taken, and no civil action
3 pursuant to Section 2699 may commence. If the alleged violation is not
4 cured within the 33-day period, the aggrieved employee may commence
5 a civil action pursuant to Section 2699.

6 52. On July 28, 2023, Plaintiff Guerrero provided written notice by online filing to
7 the LWDA and by Certified Mail to Defendants of the specific provisions of the California
8 Labor Code alleged to have been violated, including facts and theories to support the alleged
9 violations, in accordance with California Labor Code section 2699.3. Plaintiff Guerrero's
10 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
11 LWDA PAGA Administrator confirmed receipt of Plaintiff Guerrero's written notice and
12 assigned Plaintiff PAGA Case Number LWDA-CM-971621-23. On November 9, 2023,
13 Plaintiff Guerrero filed an amended written notice by online filing to the LWDA and by certified
14 mail to Defendants of the specific provisions of the California Labor Code alleged to have been
15 violated, supplementing and clarifying the facts and theories to support the alleged violations
16 set forth in her original LWDA notice, in accordance with California Labor Code section
17 2699.3. True and correct copies of Plaintiff Guerrero's written notices to the LWDA and
18 Defendants dated July 28, 2023, and November 9, 2023, are attached hereto as "Exhibit 1."

19 53. On November 9, 2023, Plaintiff Martinez provided written notice by online filing
20 to the LWDA and by certified mail to Defendants of the specific provisions of the California
21 Labor Code alleged to have been violated, including facts and theories to support the alleged
22 violations, in accordance with California Labor Code section 2699.3. Plaintiff Martinez's
23 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
24 LWDA PAGA Administrator has confirmed receipt of Plaintiff Martinez's written notice and
25 assigned Plaintiff Martinez PAGA Case Number LWDA-CM-993381-23. A true and correct
26 copy of Plaintiff Martinez's written notice to the LWDA and Defendants dated November 9,
27 2023, is attached hereto as "Exhibit 2."

28 54. As of the filing date of this complaint, over 65 days have passed since Plaintiffs

1 sent the written notices described above to the LWDA, and the LWDA has not responded that
2 it intends to investigate Plaintiffs' claims and Defendants have not cured the violations.

3 55. Thus, Plaintiffs have satisfied the administrative prerequisites under California
4 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
5 violations of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 510, 512(a),
6 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

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

22 59. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
23 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiffs, acting in the public interest as
24 private attorneys general, seek assessment and collection of civil penalties for themselves, all
25 other aggrieved employees, and the State of California against Defendants for violations of
26 California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d),
27 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

28 ///

CLASS ACTION ALLEGATIONS

60. Plaintiffs bring this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus seek class certification under California Code of Civil Procedure section 382.

61. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

62. Plaintiffs' proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

63. Plaintiffs' proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

64. Members of the Class and Subclass are referred to herein as "class members."

65. Plaintiffs reserve the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

66. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

- (a) Whether Defendants required Plaintiffs and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiffs and class members;
- (b) Whether Defendants failed to pay Plaintiffs and class members at least minimum wages for all hours worked;
- (c) Whether Defendants failed to provide Plaintiffs and class members meal periods;
- (d) Whether Defendants failed to authorize and permit Plaintiffs and class

members to take rest periods;

(e) Whether Defendants provided Plaintiffs and class members with complete and accurate wage statements as required by California Labor Code section 226(a);

(f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);

(g) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiffs and class members upon their discharge;

(h) Whether Defendants failed to timely pay overtime wages, minimum wages, and/or meal and rest period premiums to Plaintiffs and class members during their employment;

(i) Whether Defendants unlawfully required Plaintiff Guerrero and class members to execute releases of claims as a condition to receiving their earned wages;

(j) Whether Defendants required Plaintiff Guerrero and class members to return to work for an additional shift in the same day, after having been clocked out for more than an hour, without paying Plaintiff Guerrero and class members an additional hour of pay at the minimum wage as required by California Code of Regulations, Title 8, section 11050(4)(C);

(k) Whether Defendants failed to reimburse Plaintiffs and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;

(l) Whether Defendants failed to provide written notice of information material to Plaintiffs' and class members' employment with Defendants;

(m) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and

- 1 (n) The appropriate amount of damages, restitution, or monetary penalties
2 resulting from Defendants' violations of California law.

3 67. There is a well-defined community of interest in the litigation and the class
4 members are readily ascertainable:

5 (a) Numerosity: The class members are so numerous that joinder of all
6 members would be unfeasible and impractical. The membership of the
7 entire class is unknown to Plaintiffs at this time; however, the class is
8 estimated to be greater than one hundred (100) individuals and the
9 identity of such membership is readily ascertainable by inspection of
10 Defendants' employment records.

11 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately
12 protect the interests of each class member with whom they have a well-
13 defined community of interest, and Plaintiffs' claims (or defenses, if any)
14 are typical of all class members as demonstrated herein.

15 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
16 protect the interests of each class member with whom they have a well-
17 defined community of interest and typicality of claims, as demonstrated
18 herein. Plaintiffs acknowledge that they have an obligation to make
19 known to the Court any relationship, conflicts or differences with any
20 class member. Plaintiffs' attorneys, the proposed class counsel, are
21 versed in the rules governing class action discovery, certification, and
22 settlement. Plaintiffs have incurred, and throughout the duration of this
23 action, will continue to incur costs and attorneys' fees that have been, are,
24 and will be necessarily expended for the prosecution of this action for the
25 substantial benefit of each class member.

26 (d) Superiority: The nature of this action makes the use of class action
27 adjudication superior to other methods. A class action will achieve
28 economies of time, effort, and expense as compared with separate

1 lawsuits, and will avoid inconsistent outcomes because the same issues
2 can be adjudicated in the same manner and at the same time for the entire
3 class.

4 (e) Public Policy Considerations: Employers in the State of California
5 violate employment and labor laws every day. Current employees are
6 often afraid to assert their rights out of fear of direct or indirect retaliation.
7 Former employees are fearful of bringing actions because they believe
8 their former employers might damage their future endeavors through
9 negative references and/or other means. Class actions provide the class
10 members who are not named in the complaint with a type of anonymity
11 that allows for the vindication of their rights while simultaneously
12 protecting their privacy.

13 **FIRST CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime** 15 **(Against all Defendants)**

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

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

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

27 71. Specifically, the applicable IWC Wage Order provides that Defendants are and
28 were required to pay Plaintiffs and class members working more than eight (8) hours in a day

1 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours
2 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

3 72. The applicable IWC Wage Order further provides that Defendants are and were
4 required to pay Plaintiffs and class members working more than twelve (12) hours in a day,
5 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's
6 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
7 employee, including nondiscretionary bonuses and incentive pay.

8 73. California Labor Code section 510 codifies the right to overtime compensation
9 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
10 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
11 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
12 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
13 the seventh (7th) day of work.

14 74. During the relevant time period, Defendants willfully failed to pay all overtime
15 wages owed to Plaintiffs and class members. During the relevant time period, Plaintiffs and
16 class members were not paid overtime premiums for all of the hours they worked in excess of
17 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
18 hours in a week, because all hours worked were not recorded.

19 75. First, during the relevant time period, Defendants had, and continue to have, a
20 company-wide policy and/or practice of requiring Plaintiffs and class members to perform tasks
21 off-the-clock before and after their scheduled shifts. For example, prior to starting her shift,
22 Defendants required Plaintiff Guerrero to run errands such as picking up supplies and
23 ingredients from Defendants' other restaurant location(s), which would take up to 15 minutes
24 each instance. Additionally, because Defendants' timekeeping system was integrated with the
25 company's point-of-sale ("POS") system, Plaintiffs and class members would often have to wait
26 to clock in for the start of their shifts, because other employees were using the POS system to
27 handle customer transactions and input food orders for preparation. For instance, Plaintiffs
28 were required to wait two (2) minutes under Defendants' control until a POS machine was

1 available for clocking-in, time for which they were not paid. Moreover, approximately twice
2 per month, Defendants' managers contacted Plaintiff Guerrero on her personal cellular phone
3 about work-related matters when she was not scheduled to work, but did not compensate her
4 for this time. Thus, Defendants failed to track the time Plaintiffs and class members spent
5 working before and after their scheduled shifts, and Plaintiffs and class members received no
6 compensation for this time.

7 76. Second, on information and belief, Defendants had, and continue to have, a
8 company-wide policy and/or practice of strictly staffing their restaurant locations based on the
9 labor hours allocated by each location's labor or payroll budget set by corporate. Defendants'
10 use of labor budgets, combined with the assignment of heavy workloads, resulted in
11 understaffing and lack of meal period coverage, and thus, Plaintiffs and class members were not
12 always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to
13 receive a meal period. Further, as stated, Defendants had, and continue to have, a policy of
14 understaffing their locations, including adopting a single-staffing model for some of their
15 positions, such as Cooks and Cashiers, and thereby failed to provide adequate meal period
16 coverage to permit those employees to take compliant meal periods. Additionally, Defendants
17 have a practice of failing to adhere to a schedule for meal periods which, coupled with the lack
18 of adequate meal period coverage, further led Plaintiffs and class members to not be relieved of
19 their duties to take compliant meal periods. As a result, Plaintiffs and class members were not
20 always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to
21 receive a meal period. Consequently, Plaintiffs and class members were required to work
22 through and/or had their unpaid meal periods interrupted in order to complete their assigned
23 duties, time for which they were not paid.

24 77. Third, on information and belief, because Defendants frowned upon employees
25 accruing meal period penalties, Defendants' managers pressured Plaintiff Martinez and class
26 members to clock out for meal periods and/or adjusted their time records to reflect compliant
27 meal periods, regardless of whether they had received a compliant meal period or not, in order
28 to strictly limit meal penalties that Defendants would otherwise owe. In addition, Defendants'

1 timekeeping system prevented Plaintiffs and class members from recording all hours worked
2 when their meal periods were shortened or interrupted, because the system locked out Plaintiffs
3 and class members once they clocked out for a meal period, and would not permit them to clock
4 back in from a meal period until 30 minutes had elapsed. Thus, Defendants' timekeeping system
5 further prevented Plaintiffs and class members from recording all hours worked when their meal
6 periods were shortened or interrupted.

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

14 79. Defendants' failure to pay Plaintiffs and class members the balance of overtime
15 compensation as required by California law, violates the provisions of California Labor Code
16 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiffs and class
17 members are entitled to recover from Defendants their unpaid overtime compensation, as well
18 as interest, costs, and attorneys' fees.

19 **SECOND CAUSE OF ACTION**

20 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 21 **Minimum Wages** 22 **(Against all Defendants)**

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

25 81. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
26 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
27 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
28 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the

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

4 82. First, during the relevant time period, Defendants had, and continue to have, a
5 company-wide policy and/or practice of requiring Plaintiffs and class members to perform
6 various work-related tasks while off-the-clock, including picking up supplies and ingredients
7 from other restaurants, waiting to clock in for the start of their shifts because other employees
8 were using the POS system, and discussing work-related matters with management on personal
9 cellular phones after clocking out. Thus, Defendants failed to track this time Plaintiffs and class
10 members spent working off-the-clock, and Plaintiffs and class members received no
11 compensation for this time.

12 83. Second, as set forth above, due to Defendants’ uniform practices of utilizing
13 labor budgets, understaffing and/or single-staffing, assignment of heavy workloads, and
14 resultant lack of meal period coverage, Plaintiffs and class members were impeded from taking
15 all uninterrupted meal periods to which they were entitled and were required to work off-the-
16 clock during meal periods. Furthermore, as set forth above, on information and belief, because
17 Defendants frowned upon employees accruing meal penalties, Defendants’ managers pressured
18 employees to clock out for meal periods and/or adjusted Plaintiff Martinez’s and class members’
19 time records to reflect compliant meal periods, even when they did not receive a compliant meal
20 period. Moreover, as stated, Defendants systematically failed to pay Plaintiffs and class
21 members for actual hours worked during unpaid meal periods because Defendants’ timekeeping
22 system locked out Plaintiffs and class members for 30 minutes when they clocked out for a meal
23 period. As a result, Plaintiffs and class members were not relieved of all duties during unpaid
24 meal periods and were required to work off-the-clock, time for which they were not paid.

25 84. Defendants did not pay minimum wages for all hours worked by Plaintiffs and
26 class members. To the extent that these off-the-clock hours did not qualify for overtime
27 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
28 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

85. Defendants' failure to pay Plaintiffs and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiffs and class members are entitled to recover from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

THIRD CAUSE OF ACTION

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

Violations

(Against all Defendants)

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

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

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

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

90. During the relevant time period, as stated, Defendants had, and continue to have,

1 a company-wide policy and/or practice of utilizing labor budgets and understaffing their
2 locations by adopting a single-staffing model for certain positions, which, combined with the
3 assignment of heavy workloads, resulted in a lack of meal period coverage and prevented
4 Plaintiffs and class members from taking all timely, uninterrupted meal periods to which they
5 were entitled. As a result, Plaintiffs and class members had to work through all or part of their
6 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
7 before taking meal periods. For example, Plaintiffs were required to work through their meal
8 periods or could not take their meal periods until after five (5) hours into their shifts, due to the
9 heavy workload and lack of coverage. Thus, Defendants failed to provide Plaintiffs and class
10 members with compliant, 30-minute meal periods. Plaintiffs and class members did not sign
11 valid meal period waivers on days that they were entitled to meal periods and were not relieved
12 of all duties.

13 91. Also, as stated, on information and belief, because Defendants frowned upon
14 employees accruing meal period penalties, Defendants' managers pressured employees to clock
15 out for meal periods and/or adjusted employees' time records to reflect compliant meal periods,
16 even when they did not receive a compliant meal period. Additionally, as stated, Defendants'
17 company-wide timekeeping system prevented Plaintiffs and class members from recording all
18 hours worked when their meal periods were shortened or interrupted, because the system locked
19 out Plaintiffs and class members once they clocked out for a meal period, and would not permit
20 them to clock back in from a meal period before 30 minutes had elapsed. For example, Plaintiff
21 Martinez had her meal periods interrupted three (3) times per week to assist with customer
22 orders but was unable to record that her meal period was shortened.

23 92. At all times herein mentioned, Defendants knew or should have known that, as a
24 result of these policies, Plaintiffs and class members were prevented from being relieved of all
25 duties and were required to perform some of their assigned duties during meal periods.
26 Defendants further knew or should have known that Defendants did not pay Plaintiffs and class
27 members all meal period premiums when meal periods were late, missed, shortened, or
28 interrupted.

1 93. Furthermore, Defendants engaged in a company-wide practice and/or policy of
2 not paying all meal period premiums owed when compliant meal periods were not provided.
3 Because of this practice and/or policy, Plaintiffs and class members have not received all
4 premium pay for missed, late, and interrupted meal periods. As a result, Defendants failed to
5 provide Plaintiffs and class members compliant meal periods in violation of California Labor
6 Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

7 94. Defendants' conduct violates the applicable IWC Wage Order, and California
8 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiffs and class members are therefore
9 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
10 rate of compensation for each work day that the meal period was not provided.

11 **FOURTH CAUSE OF ACTION**

12 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 13 **(Against all Defendants)**

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

16 96. At all relevant times herein set forth, the applicable IWC Wage Order and
17 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiffs' and class
18 members' employment by Defendants.

19 97. At all relevant times, the applicable IWC Wage Order provides that "[e]very
20 employer shall authorize and permit all employees to take rest periods, which insofar as
21 practicable shall be in the middle of each work period" and that the "rest period time shall be
22 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
23 hours or major fraction thereof" unless the total daily work time is less than three and one-half
24 (3 ½) hours.

25 98. At all relevant times, California Labor Code section 226.7 provides that no
26 employer shall require an employee to work during any rest period mandated by an applicable
27 order of the California IWC. To comply with its obligation to authorize and permit rest periods
28 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer

1 must “relinquish any control over how employees spend their break time, and relieve their
2 employees of all duties—including the obligation that an employee remain on call. A rest
3 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
4 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code
5 section 226.7(c), Plaintiffs and class members are entitled to recover from Defendants one (1)
6 additional hour of pay at their regular rates of pay for each work day that a required rest period
7 was not authorized and permitted.

8 99. During the relevant time period, Defendants regularly failed to authorize and
9 permit Plaintiffs and class members to take a ten (10) minute rest period per each four (4) hour
10 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide use
11 of labor budgeting, understaffing and/or single-staffing, and assigning heavy workloads resulted
12 in a lack of rest period coverage and prevented Plaintiffs and class members from being relieved
13 of all duty in order to take compliant rest periods. Defendants also failed to adhere to a schedule
14 for rest periods, which, coupled with Defendants’ failure to provide adequate rest period
15 coverage, further led to Plaintiffs and class members not being authorized and permitted to take
16 rest periods.

17 100. Furthermore, upon information and belief, during the relevant time period,
18 Defendants maintained a company-wide on-premises rest period policy, which effectively
19 required that Plaintiffs and/or class members remain on the work premises during their rest
20 periods. Because Plaintiffs and/or class members were restricted from leaving the premises
21 during rest periods, they were denied the ability to use their rest periods freely for their own
22 purposes, such as running personal errands. Thus, Defendants effectively maintained control
23 over Plaintiffs and/or class members during rest periods.

24 101. As a result of Defendants’ practices and policies, Plaintiffs and class members
25 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
26 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
27 throughout their employment, Plaintiffs had to regularly forego their rest periods entirely
28 because the restaurant was busy and there was a lack of coverage. Additionally, when Plaintiff

1 Martinez was able to take rest periods, they were often interrupted to conduct customer
2 transactions.

3 102. Defendants have also engaged in a systematic, company-wide practice and/or
4 policy of not paying rest period premiums owed when rest periods are not authorized and
5 permitted. Because of this practice and/or policy, Plaintiffs and class members have not
6 received premium pay for all missed rest periods.

7 103. Defendants' conduct violates the applicable IWC Wage Order and California
8 Labor Code sections 226.7, 516, and 1198. Plaintiffs and class members are therefore entitled
9 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
10 compensation for each work day that a compliant rest period was not authorized and permitted.

11 **FIFTH CAUSE OF ACTION**

12 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**

13 **Statements and Failure to Maintain Accurate Payroll Records**

14 **(Against all Defendants)**

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

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

22 106. At all relevant times, Defendants have knowingly and intentionally provided
23 Plaintiffs and Subclass members with uniform, incomplete, and inaccurate wage statements.
24 For example, Defendants issued uniform wage statements to Plaintiffs and Subclass members
25 that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address
26 of the legal entity that is the employer; and all applicable hourly rates in effect during the pay
27 period, including rates of pay for overtime wages, and the corresponding number of hours
28 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2),

1 226(a)(5), 226(a)(8), and 226(a)(9).

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

11 108. Additionally, and separately from these violations, Defendants issued uniform
12 wage statements to Plaintiffs and Subclass members that failed to correctly list the address of
13 the legal entity of the actual employer in violation of 226(a)(8). The purpose of section
14 226(a)(8) is to provide California employees with transparency as to the true identity of their
15 employer, to allow the employee to contact their employer during employment or in the future
16 for various reasons, including filing an administrative claim, judicial claim, or other action to
17 seek relief against their employer, to obtain unemployment benefits, etc. Plaintiffs' and
18 Subclass members' wage statements incorrectly list Defendant JB RESTAURANT #4365,
19 INC.'s address as "1875 Valley Ave, Pleasanton, CA 94556," but, according to the California
20 Secretary of State's website, the entity address should be "852 N HILLVIEW DRIVE,
21 MILPITAS, CA 95035."

22 109. The wage statement deficiencies also include, without limitation, failing to list
23 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
24 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
25 which employees were paid; failing to list the name of the employee and only the last four digits
26 of his or her social security number or an employee identification number other than a social
27 security number; failing to list the name of the legal entity that is the employer; and/or failing
28 to state all hours worked as a result of not recording or stating hours worked off-the-clock.

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

111. 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. During the relevant time period, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiffs and Subclass members, in violation of section 1198.

112. Plaintiffs and Subclass members are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

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SIXTH CAUSE OF ACTION
Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon
Termination
(Against all Defendants)

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

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

115. On information and belief, Defendants have a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff Guerrero resigned from her employment on February 28, 2023; however, she did not receive her final pay until March 6, 2023. As a further example, Plaintiff Martinez resigned from her employment on or around May 13, 2023; however, she did not receive her final pay until more than a week later. Thus, Defendants failed to pay Plaintiffs their final wages within the requisite time limit, in violation of California Labor Code section 202.

116. In addition, Defendants willfully failed to pay Plaintiffs and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

117. Defendants' failure to pay Plaintiffs and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within

seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiffs and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment (Against all Defendants)

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

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

120. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

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

122. During the relevant time period, Defendants willfully failed to pay Plaintiffs and class members 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.

123. Defendants' failure to pay Plaintiffs and class members all wages due violates Labor Code section 204. Plaintiffs and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

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

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

126. First, during the relevant time period, Defendants, on a company-wide basis, required Plaintiffs and class members 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

1 them for the costs of their work-related mobile device and/or mobile data expenses. For
2 example, Plaintiff Guerrero was required to use her personal cellular phone to respond to calls
3 and text messages from Defendants to discuss work-related matters such as picking up supplies
4 and ingredients, and issues that arose during her shift. As a further example, Plaintiff Martinez
5 was required to use her personal cellular phone to respond to calls from Defendants' managers
6 to discuss work-related matters, such as menu changes and inventory. Although Defendants
7 required Plaintiffs and class members to use their personal mobile devices and mobile data to
8 carry out their work-related duties, Defendants failed to reimburse them for their costs incurred.

9 127. Second, Defendants had a company-wide policy of requiring Plaintiff Guerrero
10 and class members to utilize their own personal vehicles for work purposes, but failed to
11 reimburse them for all costs of travel, including mileage. For example, Plaintiff Guerrero was
12 required to drive to Defendants' other restaurant(s) to pick up supplies, such as napkins, cups,
13 and bags, as well as ingredients for her location, but was not compensated for her travel
14 expenses or mileage. Although Defendants required Plaintiff Guerrero and class members to
15 utilize their personal vehicles to carry out their work-related responsibilities, Defendants failed
16 to reimburse them for their mileage or travel expenses.

17 128. Third, during the relevant time period, Defendants expected Plaintiffs and class
18 members to report to work in clean and presentable uniforms bearing the Jack in the Box
19 company logo and name, including a shirt, hat, and apron. Due to the nature of the work they
20 performed, Plaintiffs' and class members' uniform items would become stained with grease,
21 soiled, and/or acquire an unpleasant odor such that they were unable to mix these clothes with
22 other laundry. As a result, Plaintiffs had to wash their uniform items separately from their
23 regular clothing, with Plaintiff Guerrero spending approximately \$5.00 per week at the
24 laundromat while Plaintiff Martinez spent approximately \$20.00 per month at the laundromat,
25 thus incurring an additional laundry expense for the upkeep of their uniforms. Thus, Defendants
26 failed to provide and maintain the uniforms they required Plaintiff and class members to wear
27 during their shifts and forced them to incur the costs of maintaining employee uniforms.

28 129. Defendants could have provided Plaintiffs and class members with the actual

1 equipment for use on the job, such as company mobile devices, company vehicles, and access
2 to laundering services. Or Defendants could have reimbursed employees for the costs of their
3 mobile device usage, travel expenses, mileage, and laundering expenses or provided a uniform
4 maintenance allowance. Instead, Defendants passed these operating costs off onto Plaintiffs
5 and class members. At all relevant times, Plaintiffs did not earn at least two (2) times the
6 minimum wage.

7 130. Defendants' company-wide policy and/or practice of passing on their operating
8 costs to Plaintiffs and class members violates California Labor Code section 2802. Defendants
9 have intentionally and willfully failed to reimburse Plaintiffs and class members for necessary
10 business-related expenses and costs.

11 131. Plaintiffs and class members are entitled to recover from Defendants their
12 business-related expenses incurred during the course and scope of their employment, plus
13 interest.

14 **NINTH CAUSE OF ACTION**

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

16 **(Against all Defendants)**

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

19 133. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiffs to recover
20 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
21 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7,
22 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
23 permits aggrieved employees, including Plaintiffs, to recover civil penalties for violations of
24 those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and
25 2810.5.

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

28 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC

- 1 Wage Order for Defendants' failure to compensate Plaintiffs and other
2 aggrieved employees with all required overtime pay, as alleged herein;
- 3 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198,
4 and the applicable IWC Wage Order for Defendants' failure to
5 compensate Plaintiffs and other aggrieved employees with at least
6 minimum wages for all hours worked, as alleged herein;
- 7 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
8 applicable IWC Wage Order for Defendants' failure to provide Plaintiffs
9 and other aggrieved employees with meal periods, as alleged herein;
- 10 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
11 IWC Wage Order for Defendants' failure to authorize and permit
12 Plaintiffs and other aggrieved employees to take rest periods, as alleged
13 herein;
- 14 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
15 IWC Wage Order for failure to provide accurate and complete wage
16 statements to Plaintiffs and other aggrieved employees, as alleged herein;
- 17 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
18 IWC Wage Order for failure to maintain payroll records, as alleged
19 herein;
- 20 (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned
21 wages upon termination, as alleged herein;
- 22 (h) Violation of Labor Code section 204 for failure to pay all earned wages
23 during employment, as alleged herein;
- 24 (i) Violation of Labor Code section 206.5 for requiring Plaintiff Guerrero
25 and other aggrieved employees to execute releases of claims as a
26 condition to receiving their earned wages, as set forth below;
- 27 (j) Violation of Labor Code section 1198 and the applicable IWC Wage
28 Order for failing to pay split-shift premiums to Plaintiff Guerrero and

1 other aggrieved employees, as set forth below;

- 2 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiffs
3 and other aggrieved employees for all business expenses necessarily
4 incurred, as alleged herein; and
- 5 (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
6 provide written notice of information material to Plaintiffs' and other
7 aggrieved employees' employment with Defendants, as set forth below.

8 135. At all relevant times herein set forth, California Labor Code section 206.5
9 prohibits employers from requiring employees to execute releases of a claim or right "on
10 account of wages due, or to become due, or made as an advance on wages to be earned, unless
11 payment of those wages has been made. A release required or executed in violation of the
12 provisions of this section shall be null and void as between the employer and the employee."

13 136. During the relevant time period, Defendants required Plaintiff Guerrero and other
14 aggrieved employees to release their claims for meal and/or rest period violations, as well as
15 their claims for uncompensated hours worked, as a condition of receiving their paychecks. For
16 example, before Defendants provided Plaintiff Guerrero her paycheck, Defendants required
17 Plaintiff Guerrero to verify that she had received all of her meal and rest periods and to sign an
18 "Employee Signature Roster Report" sheet.

19 137. Defendants compelled Plaintiff Guerrero and other aggrieved employees to sign
20 these false verifications when they, in fact, were not provided all meal or rest periods and/or
21 had not been able to accurately record all of the hours they had worked. Defendants' policy and
22 practice of requiring Plaintiff Guerrero and other aggrieved employees to release their claims
23 for meal or rest period violations and/or their claims for uncompensated hours worked, as a
24 condition to receiving their wages, is in violation of California Labor Code section 206.5.
25 Plaintiff Guerrero and other aggrieved employees are therefore entitled to recover civil penalties
26 pursuant to Labor Code sections 2699(a), (f), and (g).

27 138. At all times relevant herein, Labor Code section 1198 provides that no employer
28 may employ an employee under conditions of labor that are prohibited by the applicable IWC

1 Wage Order. California Code of Regulations, Title 8, section 11050(4)(C) provides that, “When
2 an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid in
3 addition to the minimum wage for that workday, except when the employee resides at the place
4 of employment.” Plaintiff Guerrero and other aggrieved employees did not reside at
5 Defendants’ locations. California Code of Regulations, Title 8, defines a split shift as “a work
6 schedule, which is interrupted by non-paid non-working periods established by the employer,
7 other than bona fide rest or meal periods.”

8 139. Defendants violated California Labor Code section 1198 and California Code of
9 Regulations, Title 8, section 11050(4)(C), because Defendants have failed to pay Plaintiff
10 Guerrero and other aggrieved employees a split-shift premium when they returned to work for
11 an additional shift in the same day, after having been clocked out for at least an hour. For
12 instance, Plaintiff Guerrero would be scheduled to work a seven-hour shift, clock out for at least
13 an hour, and then return to work later in the day for an additional shift. When this occurred,
14 Defendants did not always pay Plaintiff Guerrero and other aggrieved employees an additional
15 hour at minimum wage.

16 140. Defendants’ failure to compensate Plaintiff Guerrero and other aggrieved
17 employees with split-shift pay when they returned to work for an additional shift in the same
18 day, after having been clocked out for more than an hour, violates California Labor Code section
19 1198 and California Code of Regulations, Title 8, section 11050(4)(C). Plaintiff Guerrero and
20 other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor
21 Code sections 2699(a), (f), and (g).

22 141. At all relevant times herein, California’s Wage Theft Prevention Act was enacted
23 to ensure that employers provide employees with basic information material to their
24 employment relationship at the time of hiring, and to ensure that employees are given written
25 and timely notice of any changes to basic information material to their employment. Codified
26 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
27 time of hiring, an employer must provide written notice to employees containing basic and
28 material payroll information, including, among other things, 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. Labor Code § 2810.5(a)(1)(A)-(C).

142. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiffs and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiffs and other aggrieved employees with written notice of basic information regarding their employment with Defendants is in violation of Labor Code section 2810.5. Plaintiffs and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

TENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unlawful Business Practices

(Against all Defendants)

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

144. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

145. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have suffered injury in fact and have lost money as a result of Defendants' unlawful business practices. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

146. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

1 147. A violation of California Business & Professions Code sections 17200, *et seq.*
2 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
3 policies and practices have violated state law in at least the following respects:

- 4 (a) Requiring non-exempt, hourly paid employees, including Plaintiffs and
5 class members, to work overtime without paying them proper
6 compensation in violation of California Labor Code sections 510 and
7 1198, and the applicable IWC Wage Order, as alleged herein;
- 8 (b) Failing to pay at least minimum wage to Plaintiffs and class members in
9 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
10 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 11 (c) Failing to provide all meal periods to Plaintiffs and class members in
12 violation of California Labor Code sections 226.7, 512(a), 516, and 1198,
13 and the applicable IWC Wage Order, as alleged herein;
- 14 (d) Failing to authorize and permit Plaintiffs and class members to take all
15 rest periods in violation of California Labor Code sections 226.7, 516,
16 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 17 (e) Failing to provide Plaintiffs and class members with accurate wage
18 statements and failing to maintain accurate payroll records in violation of
19 California Labor Code sections 226(a), 1174(d), and 1198, and the
20 applicable IWC Wage Order, as alleged herein;
- 21 (f) Failing timely to pay all earned wages to Plaintiffs and class members in
22 violation of California Labor Code section 204, as alleged herein;
- 23 (g) Requiring Plaintiff Guerrero and class members to execute releases of
24 claims as a condition to receiving their earned wages, in violation of
25 California Labor Code section 206.5, as set forth below;
- 26 (h) Failing to pay Plaintiff Guerrero and class members a split-shift premium
27 wage of an additional hour of pay at the minimum wage, when they
28 returned to work for an additional shift in the same day, after having been

1 clocked out for more than an hour, in violation of California Labor Code
2 section 1198 and the applicable IWC Wage Order, as set forth below;

3 (i) Failing to reimburse Plaintiffs and class members for all business
4 expenses necessarily incurred in violation of California Labor Code
5 section 2802, as alleged herein; and

6 (j) Failing to provide written notice of information material to Plaintiffs' and
7 class members' employment with Defendants in violation of California
8 Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

9 148. At all relevant times herein set forth, California Labor Code section 206.5
10 prohibits employers from requiring employees to execute releases of a claim or right "on
11 account of wages due, or to become due, or made as an advance on wages to be earned, unless
12 payment of those wages has been made. A release required or executed in violation of the
13 provisions of this section shall be null and void as between the employer and the employee."

14 149. During the relevant time period, Defendants required Plaintiff Guerrero and class
15 members to release their claims for meal and/or rest period violations, as well as their claims
16 for uncompensated hours worked, as a condition of receiving their paychecks. For example,
17 before Defendants provided Plaintiff Guerrero her paycheck, Defendants required Plaintiff
18 Guerrero to verify that she had received all of her meal and rest periods and to sign an
19 "Employee Signature Roster Report" sheet.

20 150. Defendants compelled Plaintiff Guerrero and class members to sign these false
21 verifications when they, in fact, were not provided all meal or rest periods and/or had not been
22 able to accurately record all of the hours they had worked. Defendants' policy and practice of
23 requiring Plaintiff Guerrero and class members to release their claims for meal or rest period
24 violations and/or their claims for uncompensated hours worked, as a condition to receiving their
25 wages, is in violation of California Labor Code section 206.5.

26 151. At all times relevant herein, Labor Code section 1198 provides that no employer
27 may employ an employee under conditions of labor that are prohibited by the applicable IWC
28 Wage Order. California Code of Regulations, Title 8, section 11050(4)(C) provides that, "When

1 an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in
2 addition to the minimum wage for that workday, except when the employee resides at the place
3 of employment." Plaintiff Guerrero and class members did not reside at Defendants' locations.
4 California Code of Regulations, Title 8, defines a split shift as "a work schedule, which is
5 interrupted by non-paid non-working periods established by the employer, other than bona fide
6 rest or meal periods."

7 152. Defendants violated California Labor Code section 1198 and California Code of
8 Regulations, Title 8, section 11050(4)(C), because Defendants have failed to pay Plaintiff
9 Guerrero and class members a split-shift premium when they returned to work for an additional
10 shift in the same day, after having been clocked out for at least an hour. For instance, Plaintiff
11 Guerrero would be scheduled to work a seven-hour shift, clock out for at least an hour, and then
12 return to work later in the day for an additional shift. When this occurred, Defendants did not
13 always pay Plaintiff Guerrero and class members an additional hour at minimum wage.

14 153. Accordingly, Defendants required Plaintiff Guerrero and class members to work
15 split shifts but failed to pay them split-shift premiums in violation of California Labor Code
16 section 1198. Defendants' failure to compensate Plaintiff Guerrero and class members with
17 split-shift pay when they returned to work for an additional shift in the same day, after having
18 been clocked out for more than an hour, violates California Labor Code section 1198 and
19 California Code of Regulations, Title 8, section 11050(4)(C).

20 154. At all relevant times herein, California's Wage Theft Prevention Act was enacted
21 to ensure that employers provide employees with basic information material to their
22 employment relationship at the time of hiring, and to ensure that employees are given written
23 and timely notice of any changes to basic information material to their employment. Codified
24 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
25 time of hiring, an employer must provide written notice to employees containing basic and
26 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
27 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
28 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. Labor Code § 2810.5(a)(1)(A)-(C).

155. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiffs and class members that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiffs and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

156. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiffs and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

157. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unfair Business Practices

(Against all Defendants)

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

159. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

160. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have suffered injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiffs seek

1 to enforce important rights affecting the public interest within the meaning of Code of Civil
2 Procedure section 1021.5.

3 161. Defendants' activities, namely Defendants' company-wide practice and/or policy
4 of not paying Plaintiffs and class members all meal and rest period premiums due to them under
5 Labor Code section 226.7, deprived Plaintiffs and class members of the compensation guarantee
6 and enhanced enforcement implemented by section 226.7. The statutory remedy provided by
7 section 226.7 is a "dual-purpose" remedy intended primarily to compensate employees, and
8 secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th
9 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiffs and
10 class members as part of their employment with Defendants, and thus Defendants' practice
11 and/or policy of denying these statutory benefits constitutes an unfair business practice in
12 violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

13 162. A violation of California Business & Professions Code sections 17200, *et seq.*
14 may be predicated on any unfair business practice. In the instant case, Defendants' policies and
15 practices have violated the spirit of California's meal and rest period laws and constitute acts
16 against the public policy behind these laws.

17 163. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
18 Plaintiffs and class members are entitled to restitution for the class-wide loss of the statutory
19 benefits implemented by section 226.7 withheld and retained by Defendants during a period that
20 commences four years prior to the filing of the initial complaint; a permanent injunction
21 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiffs
22 and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure
23 section 1021.5 and other applicable laws; and an award of costs.

24 **REQUEST FOR JURY TRIAL**

25 Plaintiffs request a trial by jury.

26 **PRAYER FOR RELIEF**

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

1 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
2 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiffs
3 reserve the right to amend their prayer for relief to seek a different amount.

4 **Class Certification**

5 2. That this case be certified as a class action;

6 3. That Plaintiffs be appointed as the representatives of the Class and Subclass;

7 4. That counsel for Plaintiffs be appointed as class counsel.

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

9 5. That the Court declare, adjudge, and decree that Defendants violated California
10 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
11 pay all overtime wages due to Plaintiffs and class members;

12 6. For general unpaid wages at overtime wage rates and such general and special
13 damages as may be appropriate;

14 7. For pre-judgment interest on any unpaid overtime compensation commencing
15 from the date such amounts were due, or as otherwise provided by law;

16 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
17 California Labor Code section 1194(a); and

18 9. For such other and further relief as the Court may deem equitable and
19 appropriate.

20 **As to the Second Cause of Action**

21 10. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
23 Order by willfully failing to pay minimum wages to Plaintiffs and class members;

24 11. For general unpaid wages and such general and special damages as may be
25 appropriate;

26 12. For pre-judgment interest on any unpaid compensation from the date such
27 amounts were due, or as otherwise provided by law;

28 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiffs and class members;

17. That the Court make an award to the Plaintiffs and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiffs and class members to take all rest periods;

24. That the Court make an award to the Plaintiffs and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 26. For premiums pursuant to California Labor Code section 226.7(c);

3 27. For pre-judgment interest on any unpaid rest period premiums from the date such
4 amounts were due, or as otherwise provided by law;

5 28. For attorneys' fees pursuant to California Code of Civil Procedure section
6 1021.5, or as otherwise provided by law; and

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

9 **As to the Fifth Cause of Action**

10 30. That the Court declare, adjudge and decree that Defendants violated the
11 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC
12 Wage Order as to Plaintiffs and Subclass members, and willfully failed to provide accurate
13 itemized wage statements thereto;

14 31. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 32. For injunctive relief pursuant to California Labor Code section 226(h);

17 33. For statutory penalties pursuant to California Labor Code section 226(e);

18 34. For attorneys' fees and costs pursuant to California Labor Code section
19 226(e)(1); and

20 35. For such other and further relief as the Court may deem equitable and
21 appropriate.

22 **As to the Sixth Cause of Action**

23 36. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
25 and/or meal and rest period premiums owed at the time of termination of the employment of
26 Plaintiffs and other terminated class members;

27 37. For all actual, consequential and incidental losses and damages, according to
28 proof;

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiffs and class members overtime wages, minimum wages, and/or meal and rest period premiums during their employment;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiffs and class members;

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

1 50. For pre-judgment interest on any unpaid business-related expenses from the date
2 such amounts were due, or as otherwise provided by law;

3 51. For all actual, consequential, and incidental losses and damages, according to
4 proof;

5 52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c),
6 or as otherwise provided by law; and

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

9 **As to the Ninth Cause of Action**

10 54. That the Court declare, adjudge and decree that Defendants violated the
11 following California Labor Code provisions as to Plaintiffs and/or other aggrieved employees:
12 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
13 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
14 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
15 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
16 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
17 earned wages upon termination); 204 (by failing to timely pay all earned wages during
18 employment); 206.5 (by requiring employees to execute a release of claims for wages due);
19 1198 and the applicable IWC Wage Order (by failing to pay split-shift premiums); 2802 (by
20 failing to reimburse business expenses); and 2810.5 (by failing to provide notice of material
21 terms of employment);

22 55. For civil penalties pursuant to the California Labor Code, including sections 210,
23 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
24 201, 202, 204, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
25 1198, 2802, and 2810.5;

26 56. For attorneys' fees and costs pursuant to California Labor Code section
27 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
28 Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12,

1194, 1197, 1197.1, 1198, 2802, and 2810.5;

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

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

As to the Tenth Cause of Action

59. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiffs and class members all overtime wages due to them, failing to provide Plaintiffs and class members all minimum wages due to them, failing to provide Plaintiffs and class members all meal periods, failing to authorize and permit Plaintiffs and class members to take all rest periods, failing to provide Plaintiffs and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiffs and class members, failing to timely pay Plaintiffs and class members all earned wages during employment, requiring employees to release claims as a condition to receive paychecks, failing to properly compensate Plaintiff Guerrero and class members for split shifts, failing to reimburse Plaintiffs and class members for business-related expenses, and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

60. For restitution of unpaid wages to Plaintiffs and all class members and prejudgment interest from the day such amounts were due and payable;

61. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

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

///

As to the Eleventh Cause of Action

64. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiffs and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

65. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiffs and class members and prejudgment interest from the day such amounts were due and payable;

66. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

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

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

Dated: April 22, 2024

Respectfully submitted,

Capstone Law APC

By: 

Bevin Allen Pike
Daniel S. Jonathan
Trisha K. Monesi

Attorneys for Plaintiffs Olivia Guerrero and Edith Martinez

EXHIBIT “1”

JEZZETTE RON
310.712.8142 Direct
Jezzette.Ron@capstonelawyers.com

July 28, 2023

VIA ONLINE SUBMISSION

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

Subject: *Olivia Guerrero v. JB Restaurant #4365, Inc., et al.*

Dear PAGA Administrator:

This office represents Olivia Guerrero in connection with her claims under the California Labor Code. Ms. Guerrero was an employee of JB RESTAURANT #4365, INC.; JB RESTAURANT #401, INC.; JB RESTAURANT #438, INC.; JB RESTAURANT #476, INC.; JB RESTAURANT #483, INC.; JB RESTAURANT #3419, INC.; JB RESTAURANT, #3425, INC.; JB RESTAURANT #3462, INC.; JB RESTAURANT #3464, INC.; JB RESTAURANT #4388, INC.; and/or LJ & MW ENTERPRISES, INC. For the purpose of this letter, Ms. Guerrero collectively refers to these entities as “JB.”

The employers may be contacted directly at the addresses below:

JB RESTAURANT #4365, INC.
1875 VALLEY AVE
PLEASANTON, CA 94566

JB RESTAURANT #3419, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #4365, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #3419, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

JB RESTAURANT #4365, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

JB RESTAURANT, #3425, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

JB RESTAURANT #401, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

JB RESTAURANT #3462, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #438, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #3462, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

JB RESTAURANT #438, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

JB RESTAURANT #3464, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

JB RESTAURANT #476, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #4388, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

JB RESTAURANT #476, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

LJ & MW ENTERPRISES, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

JB RESTAURANT #483, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

LJ & MW ENTERPRISES, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #483, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

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

JB employed Ms. Guerrero as an hourly paid, non-exempt employee from approximately December 2015 to March 2023. Ms. Guerrero worked for JB as a Cook at its Jack in the Box location in Pleasanton, California. During her employment, Ms. Guerrero typically worked six (6) or more hours per day and five (5) or more days per week. Ms. Guerrero was compensated approximately \$16.00 per hour at the time her employment ended with JB. Her job duties included, without limitation, preparing and cooking food, providing customer service, and cleaning her station.

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

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

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

JB RESTAURANT #4365, INC.; JB RESTAURANT #401, INC.; JB RESTAURANT #438, INC.; JB RESTAURANT #476, INC.; JB RESTAURANT #483, INC.; JB RESTAURANT #3419, INC.; JB RESTAURANT, #3425, INC.; JB RESTAURANT #3462, INC.; JB RESTAURANT #3464, INC.; JB RESTAURANT #4388, INC.; and LJ & MW ENTERPRISES, INC. are California corporations. Together, they operate approximately 11 Jack in the Box franchise restaurant locations in California. Upon information and belief, JB maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Milpitas or Hayward, California, for all non-exempt, hourly paid employees working for JB in California, including Ms. Guerrero and other aggrieved employees. At all relevant times, JB issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Guerrero and other aggrieved employees, regardless of their location or position.

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

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

First, during the relevant time period, JB had a company-wide policy and/or practice of requiring Ms. Guerrero and other aggrieved employees to perform tasks while off-the-clock before and after their shifts. For example, prior to starting her shift, JB required Ms. Guerrero to run errands such as picking up supplies and ingredients from JB's other restaurant location(s), which would take up to 15

violations). Thus, Ms. Guerrero 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.

minutes each instance. Additionally, because JB's timekeeping system was integrated with the company's point-of-sale ("POS") system, Ms. Guerrero and other aggrieved employees would often have to wait to clock in for the start of their shifts, because other employees were using the POS system to handle customer transactions and input food orders for preparation. For instance, Ms. Guerrero was required to wait two (2) minutes under JB's control until a POS machine was available for clocking-in, time for which she was not paid. Moreover, approximately twice per month, JB's managers contacted Ms. Guerrero on her personal cellular phone about work-related matters when she was not scheduled to work, but did not compensate her for this time. Thus, JB failed to track the time Ms. Guerrero and other aggrieved employees spent working before and after their scheduled shifts, and Ms. Guerrero and other aggrieved employees received no compensation for this time.

Second, on information and belief, JB had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours allocated by each location's labor or payroll budget set by corporate. JB's use of labor budgets, combined with the assignment of heavy workloads, resulted in understaffing and lack of meal period coverage, and thus, Ms. Guerrero and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Further, as stated, JB had, and continues to have, a policy of understaffing its locations, including adopting a single-staffing model for some of its positions, such as Cooks, and thereby failed to provide adequate meal period coverage to permit those employees to take compliant meal periods. Additionally, JB had a practice of failing to adhere to a schedule for meal periods which, coupled with the lack of adequate meal period coverage, further led Ms. Guerrero and other aggrieved employees to not be relieved of their duties to take compliant meal periods. As a result, Ms. Guerrero and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Consequently, Ms. Guerrero and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

Third, on information and belief, JB's timekeeping system prevented other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, JB's timekeeping system further prevented other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

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

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

when other aggrieved employees worked overtime and received these other forms of pay, JB failed to pay all overtime wages by paying a lower overtime rate than required.

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

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

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

First, during the relevant time period, JB had, and continues to have, a company-wide policy and/or practice of requiring Ms. Guerrero and other aggrieved employees to perform various work-related tasks while off-the-clock, including picking up supplies and ingredients from other restaurants, waiting to clock in for the start of their shifts because other employees were using the POS system, and discussing work-related matters with management on personal cellular phones after clocking out. Thus, JB failed to track this time Ms. Guerrero and other aggrieved employees spent working off-the-clock, and Ms. Guerrero and other aggrieved employees received no compensation for this time.

Second, as set forth above, due to JB's uniform practices of utilizing labor budgets, understaffing and/or single-staffing, assignment of heavy workloads, and resultant lack of meal period coverage, Ms. Guerrero 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. Furthermore, as set forth above, JB systematically failed to pay other aggrieved employees for actual hours worked during unpaid meal periods, because JB's timekeeping system locked out other aggrieved employees for 30 minutes when they clocked out for a meal period. As a result, Ms. Guerrero and other aggrieved employees were not relieved of all duties during unpaid meal periods and were required to work off-the-clock, time for which they were not paid.

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

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

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

During the relevant time period, as stated, JB had, and continues to have, a company-wide policy and/or practice of utilizing labor budgets and understaffing its locations by adopting a single-staffing model for certain positions, which, combined with the assignment of heavy workloads, resulted in lack of meal period coverage and prevented Ms. Guerrero and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. Guerrero 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. Guerrero was required to work through her meal periods or could not take her meal periods until after five (5) hours into her shifts, due to the heavy workload and lack of coverage. Thus, JB failed to provide Ms. Guerrero and other aggrieved employees with compliant, 30-minute meal periods.

Also, as stated, JB's company-wide timekeeping system prevented other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out 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, JB knew or should have known that as a result of its company-wide policies and/or practices, Ms. Guerrero and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. JB further knew or should have known that it did not pay Ms. Guerrero and other aggrieved employees all meal period premiums when meal periods were missed, late, interrupted, and/or shortened.

Furthermore, JB engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Ms. Guerrero and other aggrieved employees have not received all premium pay for missed, interrupted, late and/or shortened meal periods. Alternatively, to the extent that JB did pay other aggrieved employees premium pay for missed, late, interrupted, and/or shortened meal periods, JB did not pay other aggrieved employees at the correct rate of pay for premiums because JB

systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

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

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

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

During the relevant time period, JB regularly failed to authorize and permit Ms. Guerrero 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, JB's company-wide practices of labor budgeting, understaffing and/or single-staffing, and assigning heavy workloads resulted in a lack of rest period coverage and prevented Ms. Guerrero and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. JB also failed to adhere to a schedule for rest periods, which, coupled with JB's failure to provide adequate rest period coverage, further led to Ms. Guerrero and other aggrieved employees not being authorized and permitted to take rest periods.

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

As a result of JB's practices and policies, Ms. Guerrero 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, throughout her

employment, Ms. Guerrero had to regularly forego her rest periods entirely because the restaurant was busy, and there was a lack of coverage.

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

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

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

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

During the relevant time period, JB has knowingly and intentionally provided Ms. Guerrero and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, JB issued uniform wage statements to Ms. Guerrero and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, JB violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

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

Additionally, and separately from these violations, JB issued uniform wage statements to Ms. Guerrero and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Ms. Guerrero's and other aggrieved employees' wage statements incorrectly list JB RESTAURANT #4365, INC.'s address as "1875 Valley Ave, Pleasanton, CA 94556," but, according to the California Secretary of State's website, the entity address should be "852 N HILLVIEW DRIVE, MILPITAS, CA 95035."

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

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

Because JB failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Guerrero and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Guerrero and other aggrieved employees have had

to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

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

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

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

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

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

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

On information and belief, JB has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Guerrero resigned from her employment on February 28, 2023; however, she did not receive her final pay until March 6, 2023. Thus, JB failed to pay Ms. Guerrero her final wages within the requisite time limit, in violation of California Labor Code section 202.

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

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

Violation of California Labor Code § 206.5 – Release of Claims for Wages Due

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right “on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee.”

During the relevant time period, JB required Ms. Guerrero and other aggrieved employees to release their claims for meal and/or rest period violations, as well as their claims for uncompensated hours worked, as a condition of receiving their paychecks. For example, before JB provided Ms. Guerrero her paycheck, JB required Ms. Guerrero to verify that she had received all of her meal and rest periods and to sign an “Employee Signature Roster Report” sheet. JB compelled Ms. Guerrero and other aggrieved employees to sign these false verifications when they, in fact, were not provided all meal or rest periods and/or had not been able to accurately record all of the hours they had worked.

JB's policy and practice of requiring Ms. Guerrero and other aggrieved employees to release their claims for meal or rest period violations and/or their claims for uncompensated hours worked, as a condition to receiving their wages, is in violation of California Labor Code section 206.5. Ms. Guerrero and other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 4(C) – Failure to Pay Split-Shift Premiums

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

California Code of Regulations, Title 8, section 11050(4)(C) provides that, “When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.” California Code of Regulations, Title 8, defines a split shift as “a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.”

JB willfully violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(4)(C), because JB failed to pay Ms. Guerrero and other aggrieved employees a split-shift premium when they returned to work for an additional shift in the same day, after having been clocked out for more than at least an hour. For example, Ms. Guerrero would be scheduled to work a seven-hour shift, clock out for at least an hour, and then return to work later in the day for an additional shift. When this occurred, JB did not always pay Ms. Guerrero and other aggrieved employees an additional hour at minimum wage. Accordingly, JB required Ms. Guerrero and other

aggrieved employees to work split shifts but failed to pay them an additional hour at minimum wage, in violation of California Labor Code section 1198.

JB's failure to provide Ms. Guerrero and other aggrieved employees with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for several hours, violates California Labor Code section 1198 and California Code of Regulations Title 8, Section 11050(4)(C). Ms. Guerrero and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

First, during the relevant time period, JB, on a company-wide basis, required that Ms. Guerrero and other aggrieved employees use their own 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 example, Ms. Guerrero was required to use her personal cellular phone to respond to calls and text messages from JB to discuss work-related matters, such as picking up supplies and ingredients, and issues that arose during her shift. Although JB required Ms. Guerrero and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, JB failed to reimburse them for these costs.

Second, during the relevant time period, JB, on a company-wide basis, required that Ms. Guerrero and other aggrieved employees use their own personal vehicles for work purposes, but failed to reimburse them for all costs of travel, including mileage. For example, Mr. Guerrero was required to drive to JB's other restaurant(s) to pick up supplies, such as napkins, cups, and bags, as well as ingredients for her location, but was not compensated for her travel expenses or mileage. Although JB required Ms. Guerrero and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, JB failed to fully reimburse them for their mileage or travel expenses.

Third, during the relevant time period, JB expected Ms. Guerrero and other aggrieved employees to report to work in clean and presentable uniforms bearing the Jack in the Box company logo and name, including a shirt, a hat, and apron. Due to the nature of the work they performed, Ms. Guerrero's and other aggrieved employees' uniform items would become stained with grease, soiled, and/or acquire an unpleasant odor such that they were unable to mix these clothes with other laundry.

As a result, Ms. Guerrero had to wash her uniform items separately from her regular clothing, spending approximately \$5.00 per week at the laundromat, thus incurring an additional laundry expense for the upkeep of her uniforms. Thus, JB failed to provide and maintain uniforms it required Ms. Guerrero and other aggrieved employees to wear during their shifts and forced them to incur the costs of maintaining employee uniforms.

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

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

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

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

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

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

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject

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

Accordingly, Ms. Guerrero 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 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Guerrero, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against JB for violations of California Labor Code sections 201, 202, 204, 206.5, 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. Guerrero 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:

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

Best Regards,

A handwritten signature in black ink, appearing to read "J. Ron". The signature is stylized with a large, looped "J" and a cursive "Ron".

Jezzette Ron

Copy: JB RESTAURANT #4365, INC. (via U.S. Certified Mail); JB RESTAURANT #401, INC. (via U.S. Certified Mail); JB RESTAURANT #438, INC. (via U.S. Certified Mail); JB RESTAURANT #476, INC. (via U.S. Certified Mail); JB RESTAURANT #483, INC. (via U.S. Certified Mail); JB RESTAURANT #3419, INC. (via U.S. Certified Mail); JB RESTAURANT, #3425, INC. (via U.S. Certified Mail); JB RESTAURANT #3462, INC. (via U.S. Certified Mail); JB RESTAURANT #3464, INC. (via U.S. Certified Mail); JB RESTAURANT #4388, INC. (via U.S. Certified Mail); LJ & MW ENTERPRISES, INC. (via U.S. Certified Mail)

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



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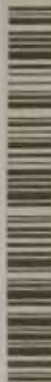
JB RESTAURANT #4365, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

JB RESTAURANT #4365, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

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SANTA CLARA, CA 95054



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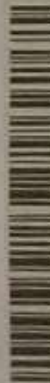
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JB RESTAURANT #401, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

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JB RESTAURANT #401, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542



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



7022 2410 0000 2405 9068

JB RESTAURANT #438, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

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JB RESTAURANT #438, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035



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MILPITAS, CA 95035

7022 2410 0000 0712 2202

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



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JB RESTAURANT #476, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

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JB RESTAURANT #476, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035



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- ☐ Addressee

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

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

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

Domestic Return Receipt

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



7022 2410 0000 2405 9167

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

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

OFFICIAL USE

Postage & Fees (shown below) \$
Return Receipt (optional) \$
Return Receipt (mandatory) \$
Certified Mail Fee \$
Priority Mail Fee \$

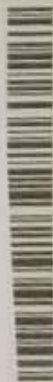
JB RESTAURANT #476, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

JB RESTAURANT #476, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #476, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054



9590 9402 7690 2122 7156 20

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9167

over 350g

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

COMPLETE THIS SECTION ON DELIVERY

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

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

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

Domestic Return Receipt

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



7022 2410 0000 2405 9143

JB RESTAURANT #483, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #483, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035



9590 9402 7690 2122 7156 06

2. Article Number (transfer from service label)

7022 2410 0000 2405 9143

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

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

1. 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
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery
 - ☐ Priority Mail Express®

restricted Delivery

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

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (mark box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$

Postmark

JB RESTAURANT #483, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

See Reverse for Instructions

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



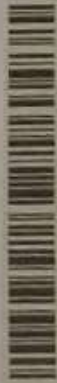
7022 2410 0000 2405 9136

JB RESTAURANT #483, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #483, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054



9590 9402 7690 2122 7155 83

2. Article Number (Transfer from associated label)

7022 2410 0000 2405 9136

100R 3500

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes

☐ No

Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Signature Confirmation Restricted Delivery

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



7022 2410 0000 2405 8986

JB RESTAURANT #3419, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #3419, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035



9590 9402 7690 2122 7156 75

2. Article Number (Number from carrier label)

7022 2410 0000 2405 8986

(over 1500)

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent

☐ Addressee

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$

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

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ A \$

☐ A \$

Postage

\$

Total

\$

Sent

Street

City, State, ZIP+4®

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

JB RESTAURANT #3419, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

Postmark

6,000,000

50

Send Reverse for Instructions

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



7022 2410 0000 2405 9006

JB RESTAURANT #3419, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #3419, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054



9590 9402 7690 2122 7156 99

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9006

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

COMPLETE THIS SECTION ON DELIVERY

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

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

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

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

JB RESTAURANT #3419, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

7022 2410 0000 2405 9006

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



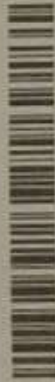
7022 2410 0000 2405 9020

JB RESTAURANT, #3425, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT, #3425, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542



9590 9402 7690 2122 7157 12

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9020

PS Form 3811, July 2020 PSN 7530-02-000-6003

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

C. Date of Delivery

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

3. Service Type

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

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

Domestic Return Receipt

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

35

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

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Restricted Mail Restricted Delivery \$

JB RESTAURANT, #3425, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

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



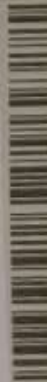
7022 2410 0000 2405 9051

JB RESTAURANT #3462, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #3462, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035



9590 9402 7690 2122 7157 67

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9051

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ X
- B. Agent ☐
- C. Addressee ☐
- C. Date of Delivery

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

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

Domestic Return Receipt

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

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

OFFICIAL USE

7022 2410 0000 2405 9051

1. Certified Mail Fee

2. Delivery Services & Fees (check box, add fee in appropriate column)

3. Return Receipt (Form 3811) ☐

4. Return Receipt (Form 3811) ☐

5. Return Receipt (Form 3811) ☐

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100. Return Receipt (Form 3811) ☐

JB RESTAURANT #3462, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

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

Capstone Law, APC

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



7022 2410 0000 2405 9075

JB RESTAURANT #3462, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

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OFFICIAL USE

7022 2410 0000 2405 9075

6146 (10/24/04) 0-1

PSN Form 3811, July 2020 PSN 7530-02-000-6053

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



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25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

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25339 OLD FAIRVIEW AVE

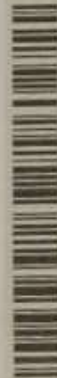
HAYWARD, CA 94542

7022 2410 0000 2405 9099

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #3464, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542



9590 9402 7690 2122 7156 51

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9099

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

C. Date of Delivery

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

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
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Los Angeles, CA. 90067



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Postmark

PS Form 3811, July 2020 PSN 7530-02-000-8053

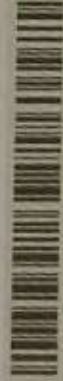
JB RESTAURANT #4388, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

JB RESTAURANT #4388, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #4388, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542



9590 9402 7690 2122 7156 44

Article Number (Transfer from service label)

7022 2410 0000 2405 9112

PS Form 3811, July 2020 PSN 7530-02-000-8053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐
- B. Address ☐ Addressee ☐
- C. Date of Delivery

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

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

Domestic Return Receipt

CERTIFIED MAIL



7022 2410 0000 2405 9150

LJ & MW ENTERPRISES, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

LJ & MW ENTERPRISES, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

SENDER: COMPLETE THIS SECTION

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

9590 9402 7690 2122 7156 13

Transferring Transferring from service label

7022	2410	0000	2405	9150
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PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature _____☐ Adult Signature Required☐ Certified Mail Plus☐ Collect on Delivery☐ Collect on Delivery
☐ Insurance Mktg

50 II Floor

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted
Certified☐ Signature ConfirmationSM☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt

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

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

OFFICIAL USE

Continued from Page 1

Extra Services & Fees (check box, add fee as appropriate)	
☒ Medium Therapy (psychology)	\$
☐ Medium Therapy (behavioral)	\$

卷之五

LJ & MW ENTERPRISES, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

0576 5042 0000 0742 2202

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



7022 2410 0000 2405 9129

LJ & MW ENTERPRISES, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

SENDER: COMPLETE THIS SECTION

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

LJ & MW ENTERPRISES, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035



9590 9402 7690 2122 7155 90

2. Article Number (Transfer from 2020-2020-2020-2020)

7022 2410 0000 2405 9129

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

COMPLETE THIS SECTION ON DELIVERY

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

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

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

JB RESTAURANT #4365, INC.

852 N HILLVIEW DRIVE

MILPITAS, CA 95035

9590 9402 7690 2122 7156 82

7022 2410 0000 2405 8993

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Restricted Delivery

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Bonnie P.

☐ Agent

☒ Addressee

B. Received by (Printed Name)

JB Restaurant

C. Date of Delivery

8-1-23

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse

LJ & MW ENTERPRISES, INC.

852 N HILLVIEW DRIVE

MILPITAS, CA 95035

9590 9402 7690 2122 7155 90

7022 2410 0000 2405 9129

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

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Bonnie P.

☐ Agent

☒ Addressee

B. Received by (Printed Name)

LJ & MW

C. Date of Delivery

8-1-23

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

1. JB RESTAURANT #3419, INC.

852 N HILLVIEW DRIVE

MILPITAS, CA 95035

9590 9402 7690 2122 7156 75

7022 2410 0000 2405 8986

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

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Bonnie P.

☐ Agent

☒ Addressee

B. Received by (Printed Name)

JB Restaurant

C. Date of Delivery

8-1-23

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

JB RESTAURANT #476, INC.

852 N HILLVIEW DRIVE

MILPITAS, CA 95035

9590 9402 7690 2122 7156 37

7022 2410 0000 2405 9105

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

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Bonnie P.

☐ Agent

☒ Addressee

B. Received by (Printed Name)

JB Restaurant

C. Date of Delivery

8-1-23

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

JB RESTAURANT #483, INC.

852 N HILLVIEW DRIVE

MILPITAS, CA 95035

9590 9402 7690 2122 7156 06

7022 2410 0000 2405 9143

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

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

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Bonnie P.

☐ Agent

☒ Addressee

B. Received by (Printed Name)

JB Restaurant

C. Date of Delivery

8-1-23

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #438, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035



9590 9402 7690 2122 7157 50

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9068

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Bonnie P.☐ Agent☒ Addressee

B. Received by (Printed Name)

JB Restaurant

C. Date of Delivery

8-1-23D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

E. Service Type

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

Restricted Delivery

Domestic

SENDER: COMPLETE THIS SECTION

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

1. JB RESTAURANT #4365, INC.
1875 VALLEY AVE
PLEASANTON, CA 94566



9590 9402 7690 2122 7156 68

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9037

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature]☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

8/1/23D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

E. 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☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #438, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA95054



9590 9402 7690 2122 7157 36

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9082

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

8/3

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

3. Service Type

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

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

I Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

JB RESTAURANT #3462, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

9590 9402 7690 2122 7157 43

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9075

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
8/2/28

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

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

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

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

JB RESTAURANT #476, INC.
2845 AUGUSTINE DRIVE
—SANTA CLARA, CA 95054

9590 9402 7690 2122 7156 20

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9167

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery
8/2/23

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

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

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

Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

JB RESTAURANT #4365, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

9590 9402 7690 2122 7157 05

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9013

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery
8/3

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

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

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

Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

JB RESTAURANT #3419, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

9590 9402 7690 2122 7156 99

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9006

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery
8/3

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

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

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

Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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

JB RESTAURANT #483, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

9590 9402 7690 2122 7155 83

2. Article Number (Transfer from service label)
7022 2410 0000 2405 9136

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
8/3

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

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

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

Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #3462, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035



9590 9402 7690 2122 7157 67

2. Article Number (Transfer from service label)

7022 2410 0000 2405 9051

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

BONNIE P.

☐ Agent

☒ Addressee

Received by (Printed Name)

SB RESTAURANT

C. Date of Delivery

8-1-83

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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

Domestic Return Receipt

EXHIBIT “2”

JEZZETTE RON
310.712.8142 Direct
Jezzette.Ron@capstonelawyers.com

November 9, 2023

VIA ONLINE SUBMISSION

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

Subject: *Edith Martinez v. JB Restaurant #4365, Inc., et al.*

Dear PAGA Administrator:

This office represents Edith Martinez in connection with her claims under the California Labor Code. Ms. Martinez was an employee of JB RESTAURANT #4365, INC.; JB RESTAURANT #401, INC.; JB RESTAURANT #438, INC.; JB RESTAURANT #476, INC.; JB RESTAURANT #483, INC.; JB RESTAURANT #3419, INC.; JB RESTAURANT, #3425, INC.; JB RESTAURANT #3462, INC.; JB RESTAURANT #3464, INC.; JB RESTAURANT #4388, INC.; and/or LJ & MW ENTERPRISES, INC. For the purpose of this letter, Ms. Martinez collectively refers to these entities as “JB.”

The employers may be contacted directly at the addresses below:

JB RESTAURANT #4365, INC.
1875 VALLEY AVE
PLEASANTON, CA 94566

JB RESTAURANT #3419, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #4365, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #3419, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

JB RESTAURANT #4365, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

JB RESTAURANT, #3425, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

JB RESTAURANT #401, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

JB RESTAURANT #3462, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #438, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #3462, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

JB RESTAURANT #438, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

JB RESTAURANT #3464, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

JB RESTAURANT #476, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #4388, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

JB RESTAURANT #476, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

LJ & MW ENTERPRISES, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

JB RESTAURANT #483, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

LJ & MW ENTERPRISES, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #483, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

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

JB employed Ms. Martinez as an hourly paid, non-exempt employee from approximately September 2020 to May 2023. Ms. Martinez worked for JB as a Cashier at its Jack in the Box location in Pleasanton, California. During her employment, Ms. Martinez typically worked six (6) or more hours per day and five (5) or more days per week. Ms. Martinez was compensated approximately \$16.00 per hour at the time her employment ended with JB. Her job duties included, without limitation, operating the cash register, providing customer service, preparing and cooking food, and cleaning her station.

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

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

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

JB RESTAURANT #4365, INC.; JB RESTAURANT #401, INC.; JB RESTAURANT #438, INC.; JB RESTAURANT #476, INC.; JB RESTAURANT #483, INC.; JB RESTAURANT #3419, INC.; JB RESTAURANT, #3425, INC.; JB RESTAURANT #3462, INC.; JB RESTAURANT #3464, INC.; JB RESTAURANT #4388, INC.; and LJ & MW ENTERPRISES, INC. are California corporations. Together, they operate approximately 11 Jack in the Box franchise restaurant locations in California. Upon information and belief, JB maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Milpitas or Hayward, California, for all non-exempt, hourly paid employees working for JB in California, including Ms. Martinez and other aggrieved employees. At all relevant times, JB issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Martinez and other aggrieved employees, regardless of their location or position.

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

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

First, during the relevant time period, JB had a company-wide policy and/or practice of requiring Ms. Martinez and other aggrieved employees to perform tasks while off-the-clock before their shifts. For example, JB's timekeeping system was integrated with the company's point-of-sale ("POS") system,

misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Martinez 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.

Ms. Martinez and other aggrieved employees would often have to wait to clock in for the start of their shifts, because other employees were using the POS system to handle customer transactions and input food orders for preparation. For instance, Ms. Martinez was required to wait two (2) minutes under JB's control until a POS machine was available for clocking-in, time for which she was not paid. As a further example, prior to starting their shifts, JB required other aggrieved employees to run errands such as picking up supplies and ingredients from JB's other restaurant location(s). Additionally, JB's managers would contact other aggrieved employees on their personal cellular phones about work-related matters when they were not scheduled to work, but did not compensate them for this time. Thus, JB failed to track the time Ms. Martinez and other aggrieved employees spent working before their scheduled shifts, and Ms. Martinez and other aggrieved employees received no compensation for this time.

Second, on information and belief, JB had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours allocated by each location's labor or payroll budget set by corporate. JB's use of labor budgets, combined with the assignment of heavy workloads, resulted in understaffing and lack of meal period coverage, and thus, Ms. Martinez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Further, as stated, JB had, and continues to have, a policy of understaffing its locations, including adopting a single-staffing model for some of its positions, such as Cashiers, and thereby failed to provide adequate meal period coverage to permit those employees to take compliant meal periods. Additionally, JB had a practice of failing to adhere to a schedule for meal periods which, coupled with the lack of adequate meal period coverage, further led Ms. Martinez and other aggrieved employees to not be relieved of their duties to take compliant meal periods. As a result, Ms. Martinez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Consequently, Ms. Martinez and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

Third, on information and belief, JB frowned upon employees accruing meal period penalties, JB's managers pressured Ms. Martinez and other aggrieved employees to clock out for meal periods and/or adjusted their time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that JB would otherwise owe. In addition, JB's timekeeping system prevented Ms. Martinez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Martinez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, JB's timekeeping system further prevented Ms. Martinez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

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

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

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

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

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

First, during the relevant time period, JB had, and continues to have, a company-wide policy and/or practice of requiring Ms. Martinez and other aggrieved employees to perform various work-related tasks while off-the-clock, including waiting to clock in for the start of their shifts because other employees were using the POS system, picking up supplies and ingredients from other restaurants, and/or discussing work-related matters with management on personal cellular phones after clocking out. Thus, JB failed to track this time Ms. Martinez and other aggrieved employees spent working off-the-clock, and Ms. Martinez and other aggrieved employees received no compensation for this time.

Second, as set forth above, due to JB's uniform practices of utilizing labor budgets, understaffing and/or single-staffing, assignment of heavy workloads, and resultant lack of meal period coverage, Ms. Martinez 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. Furthermore, as set forth above, on information and belief, because JB frowned upon employees accruing meal penalties, JB's managers pressured employees to clock out for meal periods and/or adjusted Ms. Martinez's and other aggrieved employees' time records to reflect compliant meal periods, even when they did not receive a compliant meal period. Moreover, as stated, JB systematically failed to pay Ms. Martinez and other aggrieved employees for actual hours worked during unpaid meal periods, because JB's timekeeping system locked out Ms. Martinez and other aggrieved employees for 30 minutes when they clocked out for a meal period. As a result, Ms. Martinez and other aggrieved employees were not relieved of all duties during unpaid meal periods and were required to work off-the-clock, time for which they were not paid.

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

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

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

During the relevant time period, as stated, JB had, and continues to have, a company-wide policy and/or practice of utilizing labor budgets and understaffing its locations by adopting a single-staffing model for certain positions, which, combined with the assignment of heavy workloads, resulted in lack of meal period coverage and prevented Ms. Martinez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. Martinez 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. Martinez was required to work through her meal periods or could not take her meal periods until after five (5) hours into her shifts, due to the heavy workload and lack of coverage. Thus, JB failed to provide Ms. Martinez and other aggrieved employees with compliant, 30-minute meal periods.

Also, as stated, on information and belief, because JB frowned upon employees accruing meal period penalties, JB's managers pressured employees to clock out for meal periods and/or adjusted Ms. Martinez's and other aggrieved employees' time records to reflect compliant meal periods, even when they did not receive a compliant meal period. Additionally, as stated, JB's company-wide timekeeping system prevented Ms. Martinez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Martinez 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. For example, Ms. Martinez had her meal periods interrupted three (3) times per week to assist with customer orders but was unable to record that her meal period was shortened.

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

Furthermore, JB engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Martinez and other aggrieved employees have not received all premium pay for missed, interrupted, late and/or shortened meal periods. Alternatively, to the extent that JB did pay other aggrieved employees premium pay for missed, late, interrupted, and/or shortened meal periods, JB did not pay other aggrieved employees at the correct rate of pay for premiums because JB systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

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

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

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

During the relevant time period, JB regularly failed to authorize and permit Ms. Martinez 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, JB's company-wide practices of labor budgeting, understaffing and/or single-staffing, and assigning heavy workloads resulted in a lack of rest period

coverage and prevented Ms. Martinez and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. JB also failed to adhere to a schedule for rest periods, which, coupled with JB's failure to provide adequate rest period coverage, further led to Ms. Martinez and other aggrieved employees not being authorized and permitted to take rest periods.

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

As a result of JB's practices and policies, Ms. Martinez 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, throughout her employment, Ms. Martinez had to regularly forego her rest periods three (3) times per week because the restaurant was busy, and there was a lack of coverage. When Ms. Martinez was able to take rest periods, they were often interrupted to conduct customer transactions.

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

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

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

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

During the relevant time period, JB has knowingly and intentionally provided Ms. Martinez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, JB issued uniform wage statements to Ms. Martinez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, JB violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

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

Additionally, and separately from these violations, JB issued uniform wage statements to Ms. Martinez and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Ms. Martinez's and other aggrieved employees' wage statements incorrectly list JB RESTAURANT #4365, INC.'s address as "1875 Valley Ave, Pleasanton, CA 94556," but, according to the California Secretary of State's website, the entity address should be "852 N HILLVIEW DRIVE, MILPITAS, CA 95035." *See example paystub below.*

Statement of Earnings For: EDITH CARINA MARTINEZ REYES		JB RESTAURANT #4365, INC	
Period Begin 4/3/2023	Company Id 4365	Employee Number [REDACTED]	1875 Valley Ave
Period End 4/16/2023	Company 4365	Pay Group 4365 BI-Weekly	Pleasanton, CA 94556
Check Date 4/21/2023	Location 4365	Pay Type Hourly	

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

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

required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), JB willfully failed to maintain accurate payroll records for Ms. Martinez 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, JB engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Martinez and other aggrieved employees in violation of section 1198. Furthermore, in light of JB’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, JB kept no records of meal start and end times for second meal periods.

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

Ms. Martinez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

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

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

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

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

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

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

On information and belief, JB has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Martinez resigned from her employment on or around May 13, 2023; however, she did not receive her final pay until more than a week later. Thus, JB failed to pay Ms. Martinez her final wages within the requisite time limit, in violation of California Labor Code section 202.

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

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

Violation of California Labor Code § 206.5 – Release of Claims for Wages Due

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee."

During the relevant time period, on information and belief, JB required other aggrieved employees to release their claims for meal and/or rest period violations, as well as their claims for uncompensated hours worked, as a condition of receiving their paychecks. For example, before JB provided employees their paychecks, JB required employees to verify that they had received all of their meal and rest periods and to sign an "Employee Signature Roster Report" sheet. JB compelled other aggrieved employees to sign these false verifications when they, in fact, were not provided all meal or rest periods and/or had not been able to accurately record all of the hours they had worked.

JB's policy and practice of requiring other aggrieved employees to release their claims for meal or rest period violations and/or their claims for uncompensated hours worked, as a condition to receiving their wages, is in violation of California Labor Code section 206.5. Other aggrieved employees are therefore entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 4(C) – Failure to Pay Split-Shift Premiums

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

California Code of Regulations, Title 8, section 11050(4)(C) provides that, “When an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.” California Code of Regulations, Title 8, defines a split shift as “a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.”

JB willfully violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(4)(C), because JB failed to pay other aggrieved employees a split-shift premium when they returned to work for an additional shift in the same day, after having been clocked out for more than at least an hour. JB required other aggrieved employees to work split shifts but failed to pay them an additional hour at minimum wage, in violation of California Labor Code section 1198.

JB’s failure to provide other aggrieved employees with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for several hours, violates California Labor Code section 1198 and California Code of Regulations Title 8, Section 11050(4)(C). Other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

First, during the relevant time period, JB, on a company-wide basis, required that Ms. Martinez and other aggrieved employees use their own 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 example, Ms. Martinez was required to use her personal cellular phone to respond to calls from JB’s managers to discuss work-related matters, such as menu changes and inventory. Although JB required Ms. Martinez and

other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, JB failed to reimburse them for these costs.

Second, during the relevant time period, JB, on a company-wide basis, required that other aggrieved employees use their own personal vehicles for work purposes, but failed to reimburse them for all costs of travel, including mileage. For example, other aggrieved employees were required to drive to JB's other restaurant(s) to pick up supplies, such as napkins, cups, and bags, as well as ingredients for their locations, but were not compensated for their travel expenses or mileage. Although JB required other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, JB failed to fully reimburse them for their mileage or travel expenses.

Third, during the relevant time period, JB expected Ms. Martinez and other aggrieved employees to report to work in clean and presentable uniforms bearing the Jack in the Box company logo and name, including a shirt, a hat, and/or an apron. Due to the nature of the work they performed, Ms. Martinez's and other aggrieved employees' uniform items would become stained with grease, soiled, and/or acquire an unpleasant odor such that they were unable to mix these clothes with other laundry. As a result, Ms. Martinez had to wash her uniform items separately from her regular clothing, spending approximately \$20.00 per month at the laundromat, thus incurring an additional laundry expense for the upkeep of her uniforms. Thus, JB failed to provide and maintain the uniforms they required Ms. Martinez and other aggrieved employees to wear during their shifts and forced them to incur the costs of maintaining employee uniforms.

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

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

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

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

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

At all relevant times, JB failed, on a company-wide basis, to provide written notice to Ms. Martinez and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, JB failed to provide Ms. Martinez and other aggrieved employees with the hourly rate(s) of pay, including the overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that JB provided to Ms. Martinez is blank where the aforementioned wage information should be filled in. JB's failure to provide Ms. Martinez and other aggrieved employees with written notice of basic information regarding their employment with JB is in violation of Labor Code section 2810.5.

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

California Labor Code § 558(a)

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

Accordingly, Ms. Martinez 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 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Martinez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against JB for violations of California Labor Code sections 201, 202, 204, 206.5, 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. Martinez 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:

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

Best Regards,

A handwritten signature in black ink, appearing to read "J. Ron". The signature is stylized with a large, looped "J" and a cursive "Ron".

Jezzette Ron

Copy: JB RESTAURANT #4365, INC. (via U.S. Certified Mail); JB RESTAURANT #401, INC. (via U.S. Certified Mail); JB RESTAURANT #438, INC. (via U.S. Certified Mail); JB RESTAURANT #476, INC. (via U.S. Certified Mail); JB RESTAURANT #483, INC. (via U.S. Certified Mail); JB RESTAURANT #3419, INC. (via U.S. Certified Mail); JB RESTAURANT, #3425, INC. (via U.S. Certified Mail); JB RESTAURANT #3462, INC. (via U.S. Certified Mail); JB RESTAURANT #3464, INC. (via U.S. Certified Mail); JB RESTAURANT #4388, INC. (via U.S. Certified Mail); LJ & MW ENTERPRISES, INC. (via U.S. Certified Mail)

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



7022 2410 0000 2264 7007

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OFFICIAL USE

6ue yv.erd
JB #1

PS Form 3811, January 2007 April 2013 PSN 7530-02-000-9053
See Reverse for Instructions

JB RESTAURANT #4365, INC.
1875 VALLEY AVE
PLEASANTON, CA 94566

JB RESTAURANT #4365, INC.
1875 VALLEY AVE
PLEASANTON, CA 94566

JB RESTAURANT #4365, INC.
1875 VALLEY AVE
PLEASANTON, CA 94566



9590 9402 7690 2122 7203 27

2. Article Number (transfer from service label)

7022 2410 0000 2264 7007

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

SENDER: COMPLETE THIS SECTION

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

COMPLETE THIS SECTION ON DELIVERY

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

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

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

Domestic Return Receipt

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



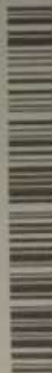
7022 2410 0000 2264 6994

JB RESTAURANT #3419, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #3419, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035



9590 9402 7690 2122 7203 10

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6994

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

□ Agent

□ Addressee

C. Date of Delivery

Is delivery address different from item 1? □ Yes

If YES, enter delivery address below: □ No

3. Service Type

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

□ Priority Mail Express®

□ Registered Mail™

□ Registered Mail Restricted Delivery

□ Signature Confirmation™

□ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2264 6987

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OFFICIAL USE

Certified Mail Fee

☒ Signature & First Class (must use with fee as appropriate)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery

6uewlevo
V.
TB #1

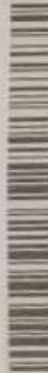
JB RESTAURANT #4365, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #4365, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #4365, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035



9590 9402 7690 2122 7203 34

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6987

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

COMPLETE THIS SECTION ON DELIVERY

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

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

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

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



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602020
7022 2410 0000 2264 6970

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

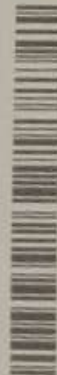
JB RESTAURANT #3419, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

JB RESTAURANT #3419, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #3419, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054



9590 9402 7690 2122 7203 41

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6970

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

□ Restricted Delivery

□ Priority Mail Express®

□ Registered Mail™

□ Registered Mail Restricted Delivery

□ Signature Confirmation™

□ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2264 6963

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Certified Mail Form

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

JB RESTAURANT #4365, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

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

JB RESTAURANT #4365, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #4365, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054



9590 9402 7690 2122 7203 58

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
- B. Address ☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

- 2. Service Type ☐ Priority Mail Express®
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery

7022 2410 0000 2264 6963

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

Domestic Return Receipt

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



7022 2410 0000 2264 6956

JB RESTAURANT, #3425, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT, #3425, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542



9590 9402 7690 2122 7203 72

- 2. Article Number (Transfer from service label)

7022 2410 0000 2264 6956

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

Domestic Return Receipt

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Certified Mail Fee

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JB #1

JB RESTAURANT, #3425, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

7022 2410 0000 2264 6956

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



7022 2410 0000 2264 6932

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6768880000

58 #1

Postmark

Postage

JB RESTAURANT #401, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

JB RESTAURANT #401, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #401, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542



9590 9402 7690 2122 7203 89

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6932

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

COMPLETE THIS SECTION ON DELIVERY

- A. 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
 - ☐ Insured Mail
 - ☐ Mail Restricted Delivery
 - ☐ Priority Mail Express[®]
 - ☐ Registered Mail[™]
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation[™]
 - ☐ Signature Confirmation Restricted Delivery

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



7022 2410 0000 2264 7069

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60699210
TB #1

PS Form 3800, April 2015 PSN 7530-02-000-9053

JB RESTAURANT #401, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

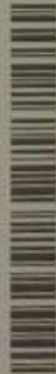
PS Form 3800, April 2015 PSN 7530-02-000-9053

JB RESTAURANT #401, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #401, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542



9590 9402 7690 2122 7202 42

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

received by (Printed Name) C. Date of Delivery

Agent

Addressed

C. Date of Delivery

delivery address different from item 1? ☐ Yes

YES, enter delivery address below: ☐ No

3. Service Type

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

7022 2410 0000 2264 7069

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

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Los Angeles, CA. 90067



7022 2410 0000 2264 7052

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Certified Mail Fee

626W2V0

JB #1

Postmark

Signature of Addressee

Signature of Addressee

Signature of Addressee

Signature of Addressee

Signature of Addressee

Signature of Addressee

Signature of Addressee

Signature of Addressee

Signature of Addressee

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Signature of Addressee

Signature of Addressee

Signature of Addressee

JB RESTAURANT #438, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

PS Form 3800, April 2013 PSN 7530-02-000-9053 See Reverse for Instructions

JB RESTAURANT #438, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

SENDER: COMPLETE THIS SECTION

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

1. JB RESTAURANT #438, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
- B. Addressee ☐
- C. Date of Delivery

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

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



9590 9402 7690 2122 7202 59

2. Article Number (Transfer from service label)

7022 2410 0000 2264 7052

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

Domestic Return Receipt

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



7022 2410 0000 2264 7045

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6uewe v0
TB #1

JB RESTAURANT #3462, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

PS Form 3811, April 2013 PSN 7530-02-000-9053 See Reverse for Instructions

JB RESTAURANT #3462, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #3462, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054



9590 9402 7690 2122 7202 66

2 Article Number (Transfer from tracking label)

7022 2410 0000 2264 7045

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
- B. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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

Domestic Return Receipt

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



7022 2410 0000 2264 7038

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OFFICIAL USE

Guaranteed
JB #1

☒ Registered Mail[®] (with or without Restricted Delivery)
☐ Registered Mail Restricted Delivery[™]
☐ Certified Mail[®] Restricted Delivery[™]

JB RESTAURANT #438, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA95054

JB RESTAURANT #438, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA95054

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #438, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA95054



9590 9402 7690 2122 7202 73

2. Article Number (Transfer from envelope label)

7022 2410 0000 2264 7038

(over 3000)

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery

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[®]
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail[®]
☐ Registered Mail Restricted Delivery[™]
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

Priority Mail Express[®]
Registered Mail[®]
Signature Confirmation[™]
Signature Confirmation Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2264 7021

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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (show one and fee as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Signature Confirmation[™] \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

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☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

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☐ Signature Confirmation Restricted Delivery \$

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☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

☐ Signature Confirmation Restricted Delivery \$

JB RESTAURANT #3464, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

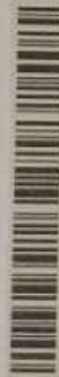
PS Form 3800, April 2013 (with 2011 changes)

JB RESTAURANT #3464, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT #3464, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542



9590 9402 7690 2122 7202 80

2. Article Number (transfer from service label)

7022 2410 0000 2264 7021

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

COMPLETE THIS SECTION ON DELIVERY

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

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

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

Domestic Return Receipt

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



7022 2410 0000 2264 7014

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

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

JB RESTAURANT #476, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT #476, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

SENDER: COMPLETE THIS SECTION

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

1. JB RESTAURANT #476, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035



9590 9402 7690 2122 7202 97

2. Article #

7022 2410 0000 2264 7014

3. Service Type

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

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



7022 2410 0000 2264 6949

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

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

OFFICIAL USE

Certified Mail Fee

3. Service Type
☒ Certified Mail®
☐ Registered Mail®
☐ Signature Confirmation™
☐ Return Receipt for Merchandise

Postmark

JB RESTAURANT
#4388, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

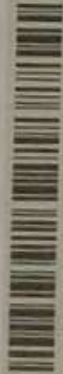
6949 2264 0000 2410 7022

JB RESTAURANT
#4388, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT
#4388, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542



9590 9402 7690 2122 7203 03

7022 2410 0000 2264 6949

COMPLETE THIS SECTION ON DELIVERY

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

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

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

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



7022 2410 0000 2264 7328

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

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

OFFICIAL USE

Certified Mail Fee

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

Return Receipt (hardcopy) \$

Insurance (hardcopy) \$

JB RESTAURANT
#476, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

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

JB RESTAURANT
#476, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT
#476, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054



9590 9402 7690 2122 7216 45

2. Article Number (Transfer from service label)

7022 2410 0000 2264 7328

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name) C. Date of Delivery

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

Service Type

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

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

Domestic Return Receipt

CERTIFIED MAIL



7022 2410 0000 2264 7113

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.101.com

OFFICIAL USE

Certified Mail Fee

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

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

6uevver0
J8#1

**LJ & MW
ENTERPRISES, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542**

ETTL 4922 0000 0742 2202

09: From 3300 April 2016 until 2017

LJ & MW
ENTERPRISES, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

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

LJ & MW
ENTERPRISES, INC.
25339 OLD FAIRVIEW AVE
HAYWARD, CA 94542

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete them.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves assessing the outcomes against the objectives and goals to determine the effectiveness of the intervention.

9590 9402 7690 2122 7202 04

1891

7022 2410 0000 2264 7113

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

COMPLETE THIS SECTION ON DELIVERY

A. Signatura

X

Received by (Printed Name)

Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Yes ☐ No ☐

9. Service Type

☐ Adult Signature☐ Adult Signature _____

☒ Certified Mail®
☐ Certified Mail Return

☐ Collect on Delivery☐ Collect on Drive

Dr. J. H. P. M.

01

CONFIRMED MAIL



7022 2410 0000 2264 7106

JB RESTAURANT
#483, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

JB RESTAURANT
#483, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

SENDER: COMPLETE THIS SECTION

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

100

9590 9402 7690 2122 7202 11

2. Article Number (Transfer from service label)

7022 2410 0000 2264 7106

PS Form 3811, July 2020 PSN 7530-02-500-9033

COMPLETE THIS SECTION ON DELIVERY

A. Signature

*

1. Received by (Printed Name)

☐ Addressee Date of Delivery	_____ _____
--	----------------

1. Is delivery address different from item 1?

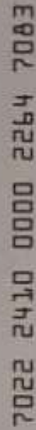
If YES, enter delivery address below:

3. Service Type

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

Domestic Return Receipt

GENI/FIELD VIAIL



For delivery information visit our website at www.1800.com

6wevwev0
J0Y#1

LJ & MW
ENTERPRISES, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035

2202 2742 0000 4922 E802

**LJ & MW
ENTERPRISES, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035**

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

LJ & MW
ENTERPRISES, INC.
852 N HILLVIEW DRIVE
MILPITAS, CA 95035



9590 9402 7690 2122 7202 28

2 Article Number / Translated from existing Italian

7022 2410 0000 2264 7083

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

A. Signature

☒ Agent
☐ Address

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

Mail

Mail Restricted Delivery

Domestic Return Receipt

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



7022 2410 0000 2264 7076

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

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

OFFICIAL USE

60200000

JB #1

JB RESTAURANT
#483, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

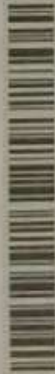
7022 2410 0000 2264 7076

JB RESTAURANT
#483, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054

SENDER: COMPLETE THIS SECTION

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

JB RESTAURANT
#483, INC.
2845 AUGUSTINE DRIVE
SANTA CLARA, CA 95054



9590 9402 7690 2122 7202 35

7022 2410 0000 2264 7076

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

Received by (Printed Name) C. Date of Delivery

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

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

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.		A. Signature X <i>Veronica L.</i> ☐ Agent ☐ Addressee													
1. JB RESTAURANT #4365, INC. 1875 VALLEY AVE PLEASANTON, CA 94566		Received by (Printed Name)	C. Date of Delivery 10/13												
2. Article Number (Transfer from service label) 7022 2410 0000 2264 7007		Is delivery address different from Item 1? ☐ Yes If YES, enter delivery address below: ☐ No													
9590 9402 7690 2122 7203 27		3. Service Type <table border="0"> <tr> <td>☐ Adult Signature</td> <td>☐ Priority Mail Express®</td> </tr> <tr> <td>☐ Adult Signature Restricted Delivery</td> <td>☐ Registered Mail™</td> </tr> <tr> <td>☒ Certified Mail®</td> <td>☐ Registered Mail Restricted Delivery</td> </tr> <tr> <td>☐ Certified Mail Restricted Delivery</td> <td>☐ Signature Confirmation™</td> </tr> <tr> <td>☐ Collect on Delivery</td> <td>☐ Signature Confirmation Restricted Delivery</td> </tr> <tr> <td>☐ Collect on Delivery Restricted Delivery</td> <td></td> </tr> </table>		☐ Adult Signature	☐ Priority Mail Express®	☐ Adult Signature Restricted Delivery	☐ Registered Mail™	☒ Certified Mail®	☐ Registered Mail Restricted Delivery	☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™	☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery	☐ Collect on Delivery Restricted Delivery	
☐ Adult Signature	☐ Priority Mail Express®														
☐ Adult Signature Restricted Delivery	☐ Registered Mail™														
☒ Certified Mail®	☐ Registered Mail Restricted Delivery														
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™														
☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery														
☐ Collect on Delivery Restricted Delivery															
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt													

SENDER: COMPLETE THIS SECTION

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

1 **JB RESTAURANT #3419, INC.**
852 N HILLVIEW DRIVE
MILPITAS, CA 95035



9590 9402 7690 2122 7203 10

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6994

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *[Signature]*

- ☐ Agent
- ☐ Addressee

Received by (Printed Name)

JB Restaurant

C. Date of Delivery

11-13-83

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

3. Service Type

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

all Restricted Delivery

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **April 22, 2024**, I served the document described as: **SECOND AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Michael Sachs (SBN: 235048)
msachs@clarkhill.com
Saige Shaw (SBN: 325556)
sshaw@clarkhill.com
CLARK HILL LLP
505 Montgomery Street, 13th Floor
San Francisco, CA 94111
Tel.: (415) 984-8500

Attorneys for Defendant(s)
JB RESTAURANT #438, INC.; JB
RESTAURANT #476, INC.; JB
RESTAURANT #438, INC.; JB
RESTAURANT #476, INC.; JB
RESTAURANT #483, INC.; JB
RESTAURANT #3419, INC.; JB
RESTAURANT #3462, INC.; JB
RESTAURANT #3462, INC.; JB
RESTAURANT #3464, INC.; JB
RESTAURANT #4388, INC.; and LJ & MW
ENTERPRISES, INC.

Daniel R. Price (SBN: 73821)
dan@dpricelaw.com
LAW OFFICES OF DAN PRICE
260 Sheridan Avenue, Suite 200
Palo Alto, CA 94306
Tel: (650) 321-1440
Fax: (650) 321-4746

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **April 22, 2024**, at Los Angeles, California.

Xochitl Tapia

Type/Print Name



Signature