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June 27, 2024

VIA ONLINE SUBMISSION

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

Subject: *Joshua Gomez v. Hollister Subs, Inc., et al.*

Dear PAGA Administrator:

This office represents Joshua Gomez in connection with his claims under the California Labor Code. Mr. Gomez was an employee of HOLLISTER SUBS, INC.; DADWAL MANAGEMENT GROUP; FIVE RIVERS HOSPITALITY, INC.; FREEDOM SUBS, INC.; and/or PANDORI ELECTRONICS USA, INC. For the purpose of this letter, Mr. Gomez collectively refers to these entities as "SUBWAY."

The employers may be contacted directly at the addresses below:

HOLLISTER SUBS, INC.
1534-D FREMONT BLVD
SEASIDE, CA 93955

FIVE RIVERS HOSPITALITY, INC.
122 VIA DEL MILAGRO
MONTEREY, CA 93940

HOLLISTER SUBS, INC.
122 VIA DEL MILAGRO
MONTEREY, CA 93940

FREEDOM SUBS, INC.
122 VIA DEL MILAGRO
MONTEREY, CA 93940

DADWAL MANAGEMENT GROUP
1534-D FREMONT BLVD
SEASIDE, CA 93955

FREEDOM SUBS, INC.
1534-D FREMONT BLVD
SEASIDE, CA 93955

DADWAL MANAGEMENT GROUP
122 VIA DEL MILAGRO
MONTEREY, CA 93940

PANDORI ELECTRONICS USA, INC.
1534 FREMONT BOULEVARD SUITE D
SEASIDE, CA 93955

FIVE RIVERS HOSPITALITY, INC.
1534-D FREMONT BLVD
SEASIDE, CA 93955

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

SUBWAY employed Mr. Gomez as a non-exempt Crew Member from approximately July 2023 to March 2024. Mr. Gomez worked at SUBWAY's restaurant located in Hollister, California. During his employment, Mr. Gomez typically worked five (5) hours or more per day and four (4) days or more per week. By the end of his employment, Mr. Gomez was compensated approximately \$16.00 per hour. Mr. Gomez's job duties included, without limitation, taking customer orders, preparing and cooking food, restocking ingredients, and cleaning the restaurant, dining area and kitchen.

SUBWAY has committed one or more of the following Labor Code violations against Mr. Gomez, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

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

HOLLISTER SUBS, INC.; DADWAL MANAGEMENT GROUP; FIVE RIVERS HOSPITALITY, INC.; FREEDOM SUBS, INC.; and PANDORI ELECTRONICS USA, INC. are California corporations. Together, they are a Subway restaurant franchisee, which sells specialty sandwiches, salads, and other menu items, operating approximately 23 restaurant locations in California. Upon information and belief, SUBWAY maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Seaside, California, or Monterey, California, for all non-exempt, hourly paid employees working for SUBWAY in California, including Mr. Gomez and other aggrieved employees. At all relevant times, SUBWAY issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Gomez and other aggrieved employees, regardless of their location or position.

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

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

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 Industrial Welfare Commission (“IWC”). The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. tit. 8, § 11050(2)(L) (defining “Hours Worked”).

First, during the relevant time period, SUBWAY had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Gomez and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, which caused Mr. Gomez and other aggrieved employees to perform various work-related tasks while off-the-clock before and after their shifts. For example, because SUBWAY’s timekeeping system was integrated with the company’s point-of-sale (“POS”) system, Mr. Gomez and other aggrieved employees had to spend time waiting to clock in for the start of their shifts, because other employees were using the POS system to handle customer transactions and taking orders. For instance, Mr. Gomez was required to wait up to three (3) minutes under SUBWAY’s control until a POS machine was available for clocking-in, time for which he was not paid. As a further example, Mr. Gomez was required to continue working after clocking out from his shifts, completing duties such as mopping, sweeping, cleaning, and locking the restaurant, because SUBWAY did not provide him with time to complete these tasks during his shift.

Moreover, SUBWAY had a company-wide security policy requiring employees to leave the restaurant premises in pairs. For example, after clocking out at the end of his scheduled shifts, Mr. Gomez was required to wait for other employees to complete their duties, such as closing the register and cleaning, before being able to leave the restaurant. Additionally, Mr. Gomez and other aggrieved employees were required to complete mandatory online training sessions, but SUBWAY did not permit them to complete the training during their shifts. For example, Mr. Gomez was required to complete a training session off the clock, which consisted of watching videos on food preparation and customer service, for three (3) hours. As a further example, SUBWAY’s managers called or sent text messages to Mr. Gomez to discuss cleaning duties for up to 20 minutes per instance. Thus, SUBWAY failed to track the time employees spent working off the clock, and Mr. Gomez and other aggrieved employees received no compensation for this time.

Second, upon information and belief, because SUBWAY frowned upon employees accruing meal period penalties, SUBWAY pressured employees who had signed invalid meal period waivers (*see infra*) to clock out before they had worked over six (6) hours in a day, in order to limit their eligibility for meal periods they otherwise would have received. As stated, SUBWAY required Mr. Gomez to clock out at the end of his scheduled shift and continue working to complete tasks before he could leave for the day. Thus, Mr. Gomez and other aggrieved employees were required to perform their assigned tasks off-the-clock because SUBWAY wanted to avoid paying penalties for missed meal periods.

Third, during the relevant time period, SUBWAY had, and continues to have, a company-wide policy and/or practice of staffing its restaurant locations strictly based on the labor hours or labor budget set by corporate. SUBWAY’s use of a labor budget resulted in understaffing, such that there were too few employees on duty to handle customer demand and provide meal period coverage. Moreover, SUBWAY failed to schedule meal periods, which further caused Mr. Gomez and other

aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Mr. Gomez and other aggrieved employees were not always afforded uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods. For example, Mr. Gomez worked through his meal periods at least twice during his employment and/or had his meal periods interrupted due to the lack of coverage and the heavy workload. Consequently, Mr. Gomez and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties and handle customer demand, time for which they were not paid.

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

SUBWAY knew or should have known that as a result of these company-wide practices and/or policies, Mr. Gomez and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Thus, SUBWAY did not pay minimum wages for all hours worked by Mr. Gomez and other aggrieved employees in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, SUBWAY regularly failed to pay at least minimum wages to Mr. Gomez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Gomez and other aggrieved employees are entitled to recover civil penalties, 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 §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable 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.

SUBWAY willfully failed to pay all overtime wages owed to Mr. Gomez and/or other aggrieved employees. During the relevant time period, Mr. Gomez and/or 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, As set forth above, SUBWAY required Mr. Gomez and/or other aggrieved employees to perform work off-the-clock, including waiting to clock in for their shifts, cleaning, locking the restaurant, and waiting for other employees to complete closing duties. As also stated, SUBWAY

required Mr. Gomez and/or other aggrieved employees to complete mandatory online training sessions and communicate with management on their personal mobile devices. However, SUBWAY failed to track this time Mr. Gomez and/or other aggrieved employees spent working off-the-clock, and Mr. Gomez and/or other aggrieved employees received no compensation for this time.

Second, as stated above, on information and belief, in order to limit the meal penalties that SUBWAY would otherwise owe, SUBWAY pressured Mr. Gomez and/or other aggrieved employees to clock out before they worked six (6) hours in day to limit their eligibility for meal periods, but required them to perform work outside of their scheduled shifts, time for which they were not paid.

Third, as set forth above, due to SUBWAY's uniform practices of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Mr. Gomez and/or other aggrieved employees were forced to forego meal periods, have their meal periods interrupted and/or were otherwise not relieved of all duties during meal periods.

Also, as stated above, SUBWAY's company-wide timekeeping system prevented Mr. Gomez and/or other aggrieved employees from entering time worked during meal periods because the system locked out other aggrieved employees for a full 30 minutes. Thus, SUBWAY systematically failed to pay Mr. Gomez and/or other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Because Mr. Gomez and/or other aggrieved employees sometimes 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, Mr. Gomez and/or other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

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

SUBWAY's failure to pay Mr. Gomez and/or other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Gomez and/or other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to

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

First, during the relevant period, as stated, SUBWAY had, and continues to have, company-wide policies and/or practices of understaffing its restaurant locations due to labor budgeting and/or limited payroll allocation, assigning heavy workloads, and failing to schedule meal periods, which resulted in a lack of meal period coverage and prevented Mr. Gomez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Mr. Gomez and other aggrieved employees had to work through their meal periods or could not take their meal periods until after five (5) hours into their shifts. For example, Mr. Gomez missed his meal periods and/or had his meal periods shortened or interrupted due to the restaurant being busy and lack of coverage. Thus, SUBWAY failed to provide Mr. Gomez and other aggrieved employees with compliant, 30-minute meal periods.

Second, as stated, SUBWAY's company-wide timekeeping system prevented Mr. Gomez and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Gomez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Additionally, SUBWAY did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Mr. Gomez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, SUBWAY had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. SUBWAY took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, SUBWAY's "Meal Break Waiver" form requires employees to provide written notice should they wish to revoke the waiver. SUBWAY's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Mr. Gomez and other aggrieved employees from taking all meal periods to which they were entitled.

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

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

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

At all times mentioned herein, SUBWAY knew or should have known that as a result of its policies, Mr. Gomez and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. SUBWAY further knew or should have known that it did not pay Mr. Gomez and other aggrieved employees all meal period premiums when meal periods were late, interrupted, shortened, and/or missed. As stated, on information and belief, because SUBWAY frowned upon employees accruing meal period penalties, SUBWAY’s management pressured Mr. Gomez and other aggrieved employees who had signed invalid meal period waivers (*see supra*) to clock out before they had worked over six (6) hours in a day but required them to work off-the-clock to limit their eligibility for meal periods, in order to strictly limit the meal penalties that would need to be paid by SUBWAY. Thus, SUBWAY failed to provide Mr. Gomez and other aggrieved employees with compliant, 30- minute meal periods altogether when they were scheduled for shifts of more than five (5) hours.

Furthermore, SUBWAY engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Gomez and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that SUBWAY did pay Mr. Gomez and/or other aggrieved employees premium pay for missed, late, and interrupted meal periods, SUBWAY did not pay Mr. Gomez and/or other aggrieved employees at the correct rate of pay for premiums because SUBWAY 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, SUBWAY failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Gomez and other aggrieved employees are entitled to recover civil penalties, 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, SUBWAY regularly failed to authorize and permit Mr. Gomez and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, SUBWAY’s company-wide use of labor budgeting and/or limited payroll allocation, understaffing, and assigning heavy workloads, resulted in a lack of rest period coverage and prevented Mr. Gomez and other aggrieved employees from being relieved of all duty in order to take their rest periods. SUBWAY also failed to schedule rest periods, which, coupled with SUBWAY’s failure to provide adequate rest period coverage, further led to Mr. Gomez and other aggrieved employees not being authorized and permitted to take compliant rest periods.

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

As a result of SUBWAY’s practices and policies, Mr. Gomez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Gomez had to regularly forgo his rest periods to take customer orders, prepare ingredients, and/or assist his coworkers.

SUBWAY has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Gomez and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that SUBWAY did pay Mr. Gomez and/or other aggrieved employees one (1) additional hour of premium pay for missed rest periods, SUBWAY did not pay Mr. Gomez and/or other aggrieved employees at the correct rate of pay for premiums because SUBWAY 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, SUBWAY failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. SUBWAY has not provided Mr. Gomez and other aggrieved

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

During the relevant time period, SUBWAY has knowingly and intentionally provided Mr. Gomez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SUBWAY issued uniform wage statements to Mr. Gomez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, SUBWAY violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

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

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

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

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

required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), SUBWAY willfully failed to maintain accurate payroll records for Mr. Gomez and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, SUBWAY 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 Mr. Gomez and other aggrieved employees, in violation of section 1198. Furthermore, in light of SUBWAY’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, SUBWAY kept no records of meal start and end times for second meal periods.

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

Mr. Gomez and other aggrieved employees are entitled to recover civil penalties, 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, SUBWAY failed to pay Mr. Gomez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Gomez and other aggrieved employees are entitled to recover civil penalties, 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.

During the relevant time period, on information and belief, SUBWAY had a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, SUBWAY terminated Mr. Gomez on March 28, 2024, but did not provide Mr. Gomez with his final paycheck until April 12, 2024. Thus, SUBWAY failed to pay Mr. Gomez his final wages immediately, in violation of Labor Code section 201.

Additionally, SUBWAY willfully failed to pay Mr. Gomez and other aggrieved employees who are no longer employed by SUBWAY 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 SUBWAY's employ.

Mr. Gomez 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 § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.” California Code of Regulations, Title 8, section 11050(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

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

SUBWAY's California restaurant locations are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these

work areas) to allow for the presence and use of a seat or stool by Mr. Gomez and other aggrieved employees during lulls in operation. SUBWAY could have provided Mr. Gomez and other aggrieved employees with a seat or stool in its work areas, but instead denied, and continues to deny, employees seating, forcing them to stand throughout the day.

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

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

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

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

First, during the relevant time period, SUBWAY, on a company-wide basis, required that Mr. Gomez 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 expenses. For example, Mr. Gomez and other aggrieved employees used their personal mobile devices to communicate with SUBWAY's management regarding restaurant procedures and other work-related matters. Additionally, SUBWAY required Mr. Gomez and other aggrieved employees to use their personal mobile devices in order to view and access training courses. Although SUBWAY required Mr. Gomez and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, SUBWAY failed to reimburse them for this cost.

Second, during the relevant time period, SUBWAY, on a company-wide basis, required that Mr. Gomez 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. Gomez was required to drive his personal vehicle to one of SUBWAY's other restaurant locations six (6) miles across town to pick up ingredients and supplies. Although SUBWAY required Mr. Gomez and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, SUBWAY failed to reimburse them for their mileage or travel expenses.

Third, during the relevant time period, SUBWAY expected that Mr. Gomez and other aggrieved employees "should dress and present themselves in a business-like manner that reflects professional standards." Furthermore, SUBWAY's written uniform policy states, "Employees who are provided with Company uniforms should keep them in a neat and clean condition and must wear them at all times when on duty." Mr. Gomez and other aggrieved employees were thus required to report to work wearing uniforms bearing the Subway restaurant logo, including a uniform shirt and hat, on a daily basis. Due to the nature of restaurant work, Mr. Gomez's and other aggrieved employees' uniform items would become stained with grease, oil, soiled, and/or acquire an unpleasant odor such that they were unable to mix these clothes in with other laundry. As a result, Mr. Gomez had to wash his uniform items separately from his regular clothing, thus incurring additional utility and laundry expenses for the upkeep of his uniforms. Thus, SUBWAY failed to maintain the uniforms it required Mr. Gomez and other aggrieved employees to wear during their shifts and forced them to incur the costs of maintaining employee uniforms.

Fourth, during the relevant time period, SUBWAY, on a company-wide basis, required Mr. Gomez and other aggrieved employees to obtain and pay for certain certifications, which were required for their continued employment, as well as associated costs such as training. For example, Mr. Gomez complied with this requirement and obtained a food handler certification but, on information and belief, SUBWAY did not reimburse them for the costs of obtaining the certification. Thus, SUBWAY failed to reimburse Mr. Gomez and other aggrieved employees for the costs of obtaining these certifications, including training fees.

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

Thus, SUBWAY had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Gomez and other aggrieved employees are entitled to recover civil penalties, 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.” SUBWAY, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Gomez’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

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

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

Pre-Litigation Demand

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

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

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

not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.

5. SUBWAY shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for SUBWAY's benefit, including, but not limited to, mobile device expenses, travel expenses and mileage, certification fees, laundry expenses, or other expenditures, as required by Labor Code section 2802.
6. SUBWAY shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. SUBWAY shall provide all aggrieved employees employed by SUBWAY at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. SUBWAY shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
9. SUBWAY shall implement and provide suitable seating to all aggrieved employees.
10. SUBWAY shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 5-2001, section 20.

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

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

Best Regards,



Jezzette Ron

Copy: HOLLISTER SUBS, INC. (via U.S. Certified Mail); DADWAL MANAGEMENT GROUP (via U.S. Certified Mail); FIVE RIVERS HOSPITALITY, INC. (via U.S. Certified Mail); FREEDOM SUBS, INC. (via U.S. Certified Mail); PANDORI ELECTRONICS USA, INC. (via U.S. Certified Mail);

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☐ Signature Confirmation™
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Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

**HOLLISTER SUBS,
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122 Via Del Milagro
Monterey, CA 93940

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1534-D Fremont Blvd.
Spacida CA 92055

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1. Airmail ☐ Registered Mail ☐  7022 24JD 0000 2264 83J8	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
3. Service Type ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☒ Certified Mail Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
PS Form 3811, July 2000 PSN 7530-02-000-9053	Domestic Return Receipt

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Postage \$ _____

Total Fees \$ _____

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Street and # _____

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1534-D Fremont Blvd.

Seaside, CA 93955

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Gomez W

Hollister Subs

Postmark _____

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DADWAL MANAGEMENT GROUP
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Seaside, CA 93955



2. Addressed to the addressee only

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A. Signature X		☐ Agent ☐ Addressee		
B. Received by (Printed Name)	C. Date of Delivery			
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No				
<table border="0"> <tr> <td> 1. Service Type ☒ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery </td> <td> ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery </td> </tr> </table>			1. Service Type ☒ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
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II Restricted Delivery

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CAPSTONE LAW APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

DADWAL MANAGEMENT GROUP
1534-D Fremont Blvd.
Seaside, CA 93955

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Certified Mail Fee Extra Services & Fees (check box, and fee as appropriate) ☒ Return Receipt (hardcopy) \$ ☐ Return Receipt (electronic) \$ ☐ Certified A ☐ Adult Sign Postage \$ Total Postage \$ Sent to \$ Street and A City, State, ZIP	Signature Date Postmark

DADWAL MANAGEMENT GROUP
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Seaside, CA 93955

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DADWAL MANAGEMENT GROUP
122 Via Del Milagro
Monterey, CA 93940



2. Article Number (Printed from service label)

7022 2410 0000 2264 8349

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

- ☐ Yes
- ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
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- ☐ Certified Mail Restricted Delivery
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122 Via Del Milagro
Monterey, CA 93940

City, State, ZIP+4®

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

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FIVE RIVERS HOSPITALITY, INC.
1534-D Fremont Blvd.
Seaside, CA 93955

2. Address (Print or type on a separate sheet if necessary)
7022 2410 0000 2264 8363

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A. Signature **X**

B. Received by (Printed Name)

C. Date of Delivery

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Service Type

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- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

FIVE RIVERS HOSPITALITY, INC.
1534-D Fremont Blvd.
Seaside, CA 93955

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

- ☐ Return Receipt (hardcopy)
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- ☐ Certified Mail
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- ☐ Adult Sign

Postage

Total Postage

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Street and/A

City, State, ZIP

FIVE RIVERS HOSPITALITY, INC.
1534-D Fremont Blvd.
Seaside, CA 93955

PS Form 3800, April 2015 PSN 7530-02-000-3477 See Reverse for Instructions

Capstone
Hollister, CA

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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	
2. Article Number (Transfer from service label) 7022 2410 0000 2264 8387			

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

Domestic Return Receipt

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

**FIVE RIVERS
HOSPITALITY, INC.**
122 Via Del Milagro
Monterey, CA 93940

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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Postage: 0.00
Adult Sig: 0.00
Insured: 0.00

Total Postage: 0.00

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Street and City, State: Monterey, CA 93940

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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. ■ Attach this card to the back of the mailpiece.		A. Signature ☐ Agent ☐ Addressee X	
FREEDOM SUBS, INC. 1534-D Fremont Blvd. Seaside, CA 93955		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Printed from service label) / 0590 8402 7106 2122 1545		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Signature Confirmation Restricted Delivery		strict Delivery	
7022 2410 0000 2264 8356		8356	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

CAPSTONE LAW APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

FREEDOM SUBS, INC.
1534-D Fremont Blvd.
Seaside, CA 93955

U.S. Postal Service®	
CERTIFIED MAIL® RECEIPT	
For delivery information, visit our website at www.usps.com.	
OFFICIAL USE	
Extra Services & Fees (print box, and fee as appropriate) ☐ Signature Confirmation ☐ Return Receipt (hardcopy) ☐ Certified 1 ☐ Adult Sign Postmark: <i>Los Angeles 11/15/20</i>	
PS Form 3800, April 2015 PSN 7530-02-000-9053 See literature for instructions	



7022 2410 0000 2264 8356
7022 2410 0000 2264 8356

FREEDOM SUBS, INC.
1534-D Fremont Blvd.
Seaside, CA 93955

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. ■ Attach this card to the back of the mailpiece.		A. Signature X B. Received by (Printed Name) C. Date of Delivery	
FREEDOM SUBS, INC. 122 Via Del Milagro Monterey, CA 93940		Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article or item description (Print or type) 7022 2410 0000 2264 8370		Service Type ☐ 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 ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

FREEDOM SUBS, INC.
122 Via Del Milagro
Monterey, CA 93940

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE	
CERTIFIED MAIL®	
7022 2410 0000 2264 8370 7022 2410 0000 2264 8370	
U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com™	
OFFICIAL USE	
Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) ☐ Return Receipt (electronic) ☐ Certified Mail ☐ Signature Confirmation ☐ Insured Mail ☐ Registered Mail ☐ Priority Mail Express ☐ Adult Signature Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery ☐ Priority Mail Express ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
Postage Total Postage Sent to Street and/or City, State, ZIP+4®	
PS Form 3811, July 2020 PSN 7530-02-000-9053	

FREEDOM SUBS, INC.
122 Via Del Milagro
Monterey, CA 93940

Conner V. Holmquist
Postmark

SENDER: COMPLETE THIS SECTION

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

**PANDORI ELECTRONICS
USA, INC.**
1534 FREMONT BLVD.
SUITE D
SEASIDE, CA 93955



2. Address (Include Post Office Box or PO Box)

7022 2410 0000 2264 8394

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee**X**

B. Received by (Printed Name)

C. Date of Delivery

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

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
- ☐ Registered 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
Suite #1000
Los Angeles, CA 90067

**PANDORI ELECTRONICS
USA, INC.**
1534 FREMONT BLVD.
SUITE D
SEASIDE, CA 93955

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS FOLD AT DOTTED LINE

CERTIFIED MAIL

7022 2410 0000 2264 8394

7022 2410 0000 2264 8394

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

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

Basic Service & Fee (shown below, add fee as appropriate)

☒ Return Receipt (hardcopy) \$3.50

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

Postage

☐ Adult Sig

Total Postage \$

Sent To PANDORI ELECTRONICS
USA, INC.
1534 FREMONT BLVD.
SUITE D
SEASIDE, CA 93955

City, State, ZIP+4®

Signature *George V. Walker-Sobbs*

Print Name George V. Walker-Sobbs