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July 15, 2024

VIA ONLINE SUBMISSION

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

Subject: *Amanda Reynolds v. Central Coast Restaurants, Inc., et al.*

Dear PAGA Administrator:

This office represents Amanda Reynolds in connection with her claims under the California Labor Code. Ms. Reynolds was an employee of CENTRAL COAST RESTAURANTS, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; GOLDEN STATE CAFE, INC.; NOR-CAL VENTURE GROUP, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSI, INC.; VARRIS MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and/or YADAV, INC. For the purpose of this letter, Ms. Reynolds collectively refers to these entities as "CENTRAL COAST."

The employers may be contacted directly at the addresses below:

CENTRAL COAST RESTAURANTS, INC.	RESHAM, INC.
3550 MOWRY AVE, SUITE 301	3550 MOWRY AVE, SUITE 301
FREMONT CA 94538	FREMONT, CA 94538

AKKAM, INC.	RESHIV, INC.
3550 MOWRY AVE., SUITE 301	3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538	FREMONT, CA 94538

AMANAT, INC.	VANIL, INC.
3550 MOWRY AVE, SUITE 301	3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538	FREMONT, CA 94538

ANAND, INC.	VANMEL, INC.
3550 MOWRY AVE., SUITE 301	3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538	FREMONT, CA 94538

AV INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

VANSH, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

GOLDEN STATE CAFE, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

VARRIS MANAGEMENT, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538

NOR-CAL VENTURE GROUP, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538

YADAV ENTERPRISES, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538

PARIVAR, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

YADAV, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

Ms. Reynolds 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. Reynolds seeks relief on behalf of herself, the State of California, and other persons who are or were employed by CENTRAL COAST 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.

CENTRAL COAST employed Ms. Reynolds as an hourly paid, non-exempt employee from approximately July 2003 to February or March 2024. Ms. Reynolds worked for CENTRAL COAST as a Team Lead at its Jack in the Box location in Yuba City, California. During her employment, Ms. Reynolds typically worked eight (8) or more hours per day and five (5) or more days per week. At the time Ms. Reynolds's employment with CENTRAL COAST ended, she earned \$17.75 per hour. Her job duties included, without limitation, cooking, cashiering, cleaning the kitchen, unloading inventory, and submitting bank deposits.

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

CENTRAL COAST's Company-Wide and Uniform Payroll and HR Practices

CENTRAL COAST RESTAURANTS, INC.; AKKAM, INC.; AMANAT, INC.; ANAND, INC.; AV INC.; GOLDEN STATE CAFE, INC.; NOR-CAL VENTURE GROUP, INC.; PARIVAR, INC.; RESHAM, INC.; RESHIV, INC.; VANIL, INC.; VANMEL, INC.; VANSH, INC.; VARRIS

¹ These facts, theories, and claims are based on Ms. Reynolds's experience and counsel's review of those records currently available relating to Ms. Reynolds's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Reynolds 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.

MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and YADAV, INC. are California corporations. Together, they operate at least 21 Jack in the Box restaurants in California. Upon information and belief, CENTRAL COAST maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Fremont, California for all non-exempt, hourly paid employees working for CENTRAL COAST in California, including Ms. Reynolds and other aggrieved employees. At all relevant times, CENTRAL COAST issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Reynolds and other aggrieved employees, regardless of its location or position.

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

CENTRAL COAST willfully failed to pay all overtime wages owed to Ms. Reynolds and other aggrieved employees. During the relevant time period, Ms. Reynolds 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, CENTRAL COAST had, and continues to have, company-wide policies and/or practices of requiring Ms. Reynolds and other aggrieved employees to perform tasks while off-the-clock before or after their scheduled shifts. For example, when Ms. Reynolds arrived early to her shifts, CENTRAL COAST's management required her to work up to 30 minutes prior to her scheduled shift-start time preparing and cooking orders, in order to meet customer demand. As another example, during the relevant time period, CENTRAL COAST kept all restaurant doors locked during the graveyard shift for employee safety, resulting in other aggrieved employees' inability to enter the facilities unless other employees were available to open the doors. As a result, after reporting to work on time, other aggrieved employees were forced to wait before being able to enter the restaurant and clock in because there was no one available to open the door for them.

Moreover, CENTRAL COAST implemented a timekeeping system that prevented employees from clocking in before their scheduled shifts so that they were prohibited from recording time worked prior to the start of their scheduled shifts. Consequently, on information and belief, other aggrieved employees performed work prior to the start of their shifts, but were unable to record this time. For example, other aggrieved employees were sometimes called in to report to work earlier than their usual shift start time, but would be required to wait for a manager to authorize them to clock in earlier, because the timekeeping system did not allow them to clock in prior to their scheduled shift start time.

Additionally, Ms. Reynolds and other aggrieved employees performed work off-the-clock after their scheduled shifts ended. Specifically, Ms. Reynolds spent approximately one (1) hour cooking, preparing orders, and providing coverage after clocking out. Moreover, CENTRAL COAST's supervisors contacted Ms. Reynolds on her personal cellular phone about work-related matters after her scheduled shifts several times per month for about five (5) minutes per instance, but did not compensate her for this time. Furthermore, Ms. Reynolds and other aggrieved employees were required to complete mandatory online training sessions, but CENTRAL COAST did not permit them to complete the trainings during their shifts. For example, Ms. Reynolds was required to complete training sessions while she was at home, which consisted of watching videos on preparing new menu items. Finally, Ms. Reynolds and other aggrieved employees were required to run errands after their scheduled shifts to pick up or drop off ingredients at other CENTRAL COAST restaurant location(s) and drop off bank deposits. Thus, CENTRAL COAST failed to track the time Ms. Reynolds and other aggrieved employees spent working before and after their scheduled shifts, and Ms. Reynolds and other aggrieved employees received no compensation for this time.

Second, on information and belief, CENTRAL COAST 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 the corporate office for each location. On information and belief, CENTRAL COAST's uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide Ms. Reynolds and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Furthermore, CENTRAL COAST had a company-wide practice of failing to schedule meal periods, which further caused Ms. Reynolds and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, during the course of her employment, Ms. Reynolds sometimes worked through her meal period entirely to meet the demands of her workload due to the understaffing and lack of meal period coverage. For the same reasons, Ms. Reynolds would have her meal periods interrupted and/or shortened to address customer complaints, resolve POS register discrepancies, and assist with cooking items. Consequently, Ms. Reynolds and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted to complete their assigned workloads.

Third, on information and belief, because CENTRAL COAST frowned upon employees accruing meal period penalties, CENTRAL COAST pressured Ms. Reynolds and/or other aggrieved employees to clock out for meal periods 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 CENTRAL COAST would otherwise owe. Consequently, Ms. Reynolds and/or other aggrieved employees performed work during meal periods for which they were not paid. In addition, CENTRAL COAST's company-wide timekeeping system prevented Ms. Reynolds and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Reynolds 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, CENTRAL COAST's timekeeping system further prevented Ms. Reynolds and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

CENTRAL COAST knew or should have known that as a result of these company-wide practices and/or policies, Ms. Reynolds 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. Reynolds 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.

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

Furthermore, CENTRAL COAST did not pay Ms. Reynolds and/or other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CENTRAL COAST paid Ms. Reynolds and/or other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CENTRAL COAST 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 Ms. Reynolds and/or other aggrieved employees worked overtime and received these other forms of pay, CENTRAL COAST failed to pay all overtime wages by paying a lower overtime rate than required.

CENTRAL COAST's failure to pay Ms. Reynolds 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. Reynolds 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)(L) (defining "Hours Worked").

First, as stated above, CENTRAL COAST maintained company-wide policies and/or practices requiring Ms. Reynolds and other aggrieved employees to perform work off-the-clock before and after their scheduled shifts, such as preparing and cooking orders, waiting for other employees to unlock the doors, and providing coverage for other employees. Additionally, as stated above, due to CENTRAL COAST's implementation of a timekeeping system that prevented employees from clocking in until their scheduled shifts, other aggrieved employees were prevented from recording time worked prior to the start of their scheduled shifts, and thus were not paid for this time. Furthermore, Ms. Reynolds would be contacted by CENTRAL COAST's supervisors on her personal cellular phone about work-related matters off-the-clock, but was not compensated for this time worked. Finally, as stated, Ms. Reynolds and other aggrieved employees were required to complete mandatory online training sessions and run work-related errands outside their scheduled shifts.

Second, as also stated, on information and belief, due to CENTRAL COAST's uniform practice of utilizing labor budgets, resultant understaffing, assignment of heavy workloads, lack of meal period coverage, and failure to schedule meal periods, Ms. Reynolds 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.

Furthermore, as stated, in order to prevent employees from accruing meal period penalties, CENTRAL COAST's management pressured Ms. Reynolds and/or other aggrieved employees to clock out for meal periods, but required them to continue working, time for which they were not paid. Moreover, as stated, CENTRAL COAST systematically failed to pay Ms. Reynolds and other aggrieved employees for actual hours worked during unpaid meal periods, because CENTRAL COAST's timekeeping system locked out Ms. Reynolds and other aggrieved employees for 30 minutes when they clocked out for a meal period.

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

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

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period

may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

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

As stated above, on information and belief, CENTRAL COAST had, and continues to have, a company-wide policy and/or practice of understaffing locations due to labor budgeting, which, combined with the assignment of heavy workloads and a failure to schedule meal periods, has resulted in a lack of meal period coverage. Thus, Ms. Reynolds and other aggrieved employees missed their meal periods entirely, had their meal periods cut short to return to work, or waited extended periods of time before taking meal periods.

Furthermore, as stated, because CENTRAL COAST frowned upon employees accruing meal period penalties, CENTRAL COAST's management pressured Ms. Reynolds and/or other aggrieved employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that would need to be paid by CENTRAL COAST. For example, Ms. Reynolds and/or other aggrieved employees were required to clock out for her meal period to record that they had received compliant meal periods on shifts when they had not, in fact, received these timely meal periods.

As a result, Ms. Reynolds and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods cut short and/or had to forgo their meal periods altogether. For example, Ms. Reynolds missed her meal periods altogether and/or had her meal periods interrupted or cut short regularly because the restaurant was severely understaffed, and employees were forced to work through or return early from meal periods in order to continue their duties. Additionally, Ms. Reynolds took her meal periods late approximately twice a week, after the end of her fifth hour of work, in order to fulfill her kitchen duties.

Moreover, CENTRAL COAST did not provide Ms. Reynolds and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During her employment, Ms. Reynolds worked a shift in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Ms. Reynolds 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.

CENTRAL COAST knew or should have known that as a result of its policies and practices, Ms. Reynolds and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CENTRAL COAST further knew or should have known that it did not pay Ms. Reynolds and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted.

Furthermore, CENTRAL COAST 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. Reynolds and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that CENTRAL COAST did pay Ms. Reynolds and/or other aggrieved employees premium pay for missed, late, and interrupted meal periods, CENTRAL COAST did not pay Ms. Reynolds and/or other aggrieved employees at the correct rate of pay for premiums because CENTRAL COAST 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, CENTRAL COAST failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Reynolds 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, CENTRAL COAST regularly failed to authorize and permit Ms. Reynolds 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, CENTRAL COAST's company-wide practices, including labor budgeting, understaffing, and assignment of heavy workloads, prevented Ms. Reynolds and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. Additionally, CENTRAL COAST also failed to schedule rest periods, which, coupled with CENTRAL COAST's failure to provide adequate rest period coverage, further led to Ms. Reynolds and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, CENTRAL COAST maintained a company-wide on-premises rest period policy, which effectively required that Ms. Reynolds and other aggrieved employees remain on CENTRAL COAST's premises during their rest periods. Because Ms. Reynolds and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as

running personal errands. Thus, CENTRAL COAST effectively maintained control over Ms. Reynolds and other aggrieved employees during rest periods.

As a result, Ms. Reynolds and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods to which they were entitled. For example, Ms. Reynolds missed her rest periods at least four (4) times per week and had a rest period interrupted once per week because of the heavy workload and lack of coverage.

CENTRAL COAST 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. Reynolds and other aggrieved employees have not received all premium pay for missed rest periods. Alternatively, to the extent that CENTRAL COAST did pay Ms. Reynolds and/or other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CENTRAL COAST did not pay Ms. Reynolds and/or other aggrieved employees at the correct rate of pay for premiums because CENTRAL COAST 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, CENTRAL COAST failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Reynolds 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. 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, CENTRAL COAST has knowingly and intentionally provided Ms. Reynolds and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CENTRAL COAST issued uniform wage statements to Ms. Reynolds 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, CENTRAL COAST violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CENTRAL COAST did not record the time Ms. Reynolds and other aggrieved employees spent working off-the-clock and deducted time from their meal periods that were missed and/or

interrupted (and therefore time for which they should have been paid), CENTRAL COAST did not list the correct amount of gross wages and net wages earned by Ms. Reynolds and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CENTRAL COAST failed to accurately list the total number of hours worked by Ms. Reynolds and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours 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), CENTRAL COAST willfully failed to maintain accurate payroll records for Ms. Reynolds 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, CENTRAL COAST 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. Reynolds and other aggrieved employees in violation of section 1198. Furthermore, in light of CENTRAL COAST’s failure to provide Ms. Reynolds and other aggrieved employees with second 30-minute meal periods to which they were entitled, CENTRAL COAST kept no records of meal start and end times for second meal periods.

Because CENTRAL COAST failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Reynolds 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. Reynolds 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. Reynolds 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, CENTRAL COAST failed to pay Ms. Reynolds 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. Reynolds 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.

CENTRAL COAST willfully failed to pay Ms. Reynolds and other aggrieved employees who are no longer employed by CENTRAL COAST 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 CENTRAL COAST's employ.

Ms. Reynolds 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 11050 Subdivision 5(A) – Failure to Pay Reporting Time Pay

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

California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

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

CENTRAL COAST had a company-wide practice of sending Ms. Reynolds and/or other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Ms. Reynolds and/or other aggrieved employees for half of their usual or scheduled shift. Although Ms. Reynolds and/or other aggrieved employees would report to work based on the schedule that CENTRAL COAST provided to them, CENTRAL COAST would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay.

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

Ms. Reynolds and/or 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 § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 13(B) – Failure to Provide Suitable Resting Facilities

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable 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(13)(B) provides that “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

CENTRAL COAST’s California restaurants are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. CENTRAL COAST could have provided Ms. Reynolds and/or other aggrieved employees with a resting facility within all of its restaurants, with reasonable or no modification, but instead denied, and continues to deny, employees suitable areas to rest (e.g., a breakroom). As a result, Ms. Reynolds and other aggrieved employees were forced to adjust to areas not conducive to resting, and which are not designated or reserved for their rest, such as a storage area that had one desk and one chair.

CENTRAL COAST did not provide other aggrieved employees with suitable resting facilities during their work hours, particularly during rest or meal periods. In other words, during the times when other aggrieved employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, CENTRAL COAST denied them any area within its restaurants to cease work and recover. Moreover, CENTRAL COAST did not inform other aggrieved employees of their rights to suitable resting facilities under California law.

As a result of CENTRAL COAST’s company-wide failure to provide suitable resting facilities in all of its restaurant locations, Ms. Reynolds and/or aggrieved employees were forced to adjust to areas not conducive to resting or search for facilities outside their restaurants to cease work and recover. CENTRAL COAST’s failure to provide suitable resting facilities to Ms. Reynolds and/or other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 13(B).

Ms. Reynolds and/or other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, and seek injunctive relief to bring CENTRAL COAST into compliance with California’s resting facilities 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, CENTRAL COAST had a company-wide policy of requiring Ms. Reynolds and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, to carry out their job duties, but CENTRAL COAST failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Reynolds and other aggrieved employees were required to use their personal mobile devices to communicate with management regarding work assignments, scheduling, and inventory. Although CENTRAL COAST required Ms. Reynolds and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, CENTRAL COAST failed to reimburse them for this cost.

Second, during the relevant time period, CENTRAL COAST, on a company-wide basis, required that Ms. Reynolds 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, Ms. Reynolds was required to use her personal vehicle to drive to the bank to drop off deposits or to another restaurant location to pick up ingredients. Although CENTRAL COAST required Ms. Reynolds and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, CENTRAL COAST failed to fully reimburse them for their mileage or travel expenses.

Third, during the relevant time period, CENTRAL COAST, on a company-wide basis, forced Ms. Reynolds and other aggrieved employees to purchase tools, supplies, and/or equipment that were necessary for the completion of their work-related duties. For example, Ms. Reynolds was forced to purchase her own supplies, such as printer paper and duplicate keys, which were necessary to carry out her job duties. Ms. Reynolds spent approximately \$20 out-of-pocket in total on these items. Although CENTRAL COAST required Ms. Reynolds and other aggrieved employees to purchase and use their own tools, supplies, and/or equipment in the performance of their duties, it did not reimburse them for these expenses.

Fourth, during the relevant time period, CENTRAL COAST, on a company-wide basis, expected Ms. Reynolds and other aggrieved employees to report to work in clean and presentable red and black uniforms bearing the Jack in the Box company logo and name, including a company shirt, an apron, and a hat, but failed to provide Ms. Reynolds and other aggrieved employees with uniform laundering services or reimburse them for cleaning expenses incurred. For example, due to the nature of restaurant work, Ms. Reynolds's uniforms would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that she was unable to mix these clothes in with her other laundry. As a result, Ms. Reynolds washed her uniform items separately from her regular clothing, thus incurring additional laundry expenses for the upkeep of her uniform. Thus, CENTRAL COAST failed to maintain the uniforms they required Ms. Reynolds and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

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

Thus, CENTRAL COAST 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. Reynolds and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 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.” CENTRAL COAST, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Reynolds’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Reynolds seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Reynolds, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against CENTRAL COAST 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, Ms. Reynolds 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: CENTRAL COAST RESTAURANTS, INC. (via U.S. Certified Mail); AKKAM, INC. (via U.S. Certified Mail); AMANAT, INC. (via U.S. Certified Mail); ANAND, INC. (via U.S. Certified Mail); AV INC. (via U.S. Certified Mail); GOLDEN STATE CAFE, INC. (via U.S. Certified Mail); NOR-CAL VENTURE GROUP, INC. (via U.S. Certified Mail); PARIVAR, INC. (via U.S. Certified Mail); RESHAM, INC. (via U.S. Certified Mail); RESHIV, INC. (via U.S. Certified Mail); VANIL, INC. (via U.S. Certified Mail); VANMEL, INC. (via U.S. Certified Mail); VANSI, INC. (via U.S. Certified Mail); VARRIS MANAGEMENT, INC. (via U.S. Certified Mail); YADAV ENTERPRISES, INC. (via U.S. Certified Mail); YADAV, INC. (via U.S. Certified Mail); Akerman LLP, Damien P. Delaney, Esq. & Ashlea Edwards, Esq.; 601 West 5th Street, Suite 300, Los Angeles, CA 90071 (via U.S. Certified Mail)

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

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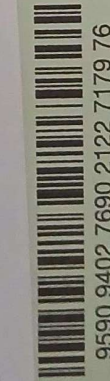
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3550 MOWRY AVE, SUITE 301
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RESTAURANTS, INC.
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FREMONT CA 94538

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FREMONT, CA 94538

AMANAT, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

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3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



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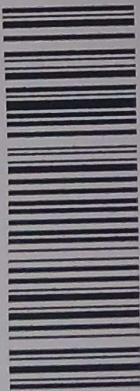
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ANAND, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



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AV INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

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AV INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



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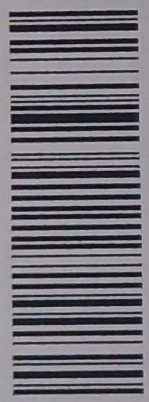
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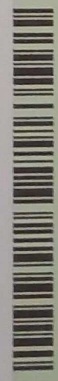
7022 2410 0000 2264 9063

GOLDEN STATE CAFE, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

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FREMONT CA 94538

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NOR-CA
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1875 Century Park, East, 1000
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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy)
☐ Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery
☐ Signature Confirmation Restricted Delivery

PARIVAR, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

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

See Reverse for Instructions

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



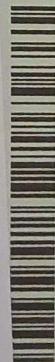
7022 2410 0000 2264 9001

RESHAM, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

SENDER: COMPLETE THIS SECTION

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

RESHAM, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 7690 2122 7179 69

2 Article Number (Transfer from service label)

7022 2410 0000 2264 9001

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

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

3. Service Type ☐ Priority Mail Express®
☐ Adult Signature ☐ Registered Mail™
☐ Adult Signature Restricted Delivery ☐ Registered Mail Restricted Delivery
☒ Certified Mail® ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery ☐ Insured Mail
☐ all 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) \$
Postage \$
Total \$
City State ZIP+4®

RESHAM, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

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

CERTIFIED MAIL

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



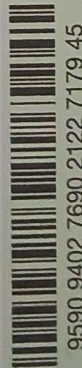
7022 2410 0000 2264 8998

RESHIV, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

SENDER: COMPLETE THIS SECTION

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

RESHIV, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 7690 2122 7179 45

2. Article Number (Transfer from service label)

7022 2410 0000 2264 8998

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

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

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

Domestic Return Receipt

CERTIFIED MAIL®

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



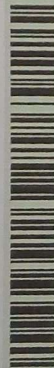
7022 2410 0000 2264 8950

VANIL, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

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.

VANIL, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 7690 2122 7179 14

7022 2410 0000 2264 8950

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

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

Domestic Return Receipt

U.S. Postal Service™
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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)

postmark

VANIL, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

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

See Reverse for Instructions

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



7022 2410 0000 2264 8967

VANMEL, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

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 \$
☐ Signature Confirmation \$
☐ Insured Mail \$
Postage \$
Total \$

Postmark

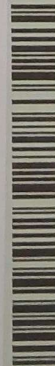
VANMEL, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538

PS Form 3811, April 2010 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

VANMEL, INC.
3550 MOWRY AVE., SUITE 301
FREMONT, CA 94538



9590 9402 7690 2122 7178 91

Number (transfer from service label)

7022 2410 0000 2264 8967

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

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

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



7022 2410 0000 2264 8929

VANSH, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

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.



9590 9402 7690 2122 7178 77

7022 2410 0000 2264 8929

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

VANSH, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☒ Addressee

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

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

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

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) \$

Postmark

VANSH, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

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

See Reverse for Instructions

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

7022 2410 0000 2406 1894



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OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Restricted Delivery \$
☐ Signature Confirmation™ \$
☐ Signature Confirmation Restricted Delivery \$
☐ Collect on Delivery Restricted Delivery \$
☐ Registered Mail™ \$
☐ Registered Mail Restricted Delivery \$
☐ Priority Mail Express® \$
☐ Registered Mail™ \$
☐ Registered Mail Restricted Delivery \$
☐ Signature Confirmation™ \$
☐ Signature Confirmation Restricted Delivery \$
☐ Collect on Delivery Restricted Delivery \$
☐ Registered Mail™ \$
☐ Registered Mail Restricted Delivery \$
☐ Priority Mail Express® \$
☐ Registered Mail™ \$
☐ Registered Mail Restricted Delivery \$
☐ Signature Confirmation™ \$
☐ Signature Confirmation Restricted Delivery \$
☐ Collect on Delivery Restricted Delivery \$

VARRIS MANAGEMENT, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538

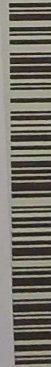
VARRIS MANAGEMENT, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538

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

SENDER: COMPLETE THIS SECTION

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

VARRIS MANAGEMENT, INC.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538



9590 9402 7690 2122 7178 53

7022 2410 0000 2406 1894

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

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

Domestic Return Receipt

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

CERTIFIED MAIL



7022 2410 0000 2406 1900

Yadav Enterprises, Inc.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538

SENDER: COMPLETE THIS SECTION

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

Yadav Enterprises, Inc.
3550 MOWRY AVE, SUITE 301
FREMONT CA 94538



9590 9402 7690 2122 7178 39

Transfer from envelope label

7022 2410 0000 2406 1900

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 ☐ No

If YES, enter delivery address below:

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

Mail Restricted Delivery

00

Domestic Return Receipt

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

CERTIFIED MAIL



7022 2410 0000 2264 9025

U.S. Postal Service™
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OFFICIAL USE

Certified Mail Fee

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

Postmark

YADAV, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

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

YADAV, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

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.

YADAV, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538



9590 9402 7690 2122 7178 15

2. Article Number (Transfer from service label)

7022 2410 0000 2264 9025

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

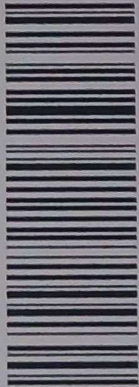
COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ All 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 9032

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

AKERMAN LLP
ASHLEA EDWARDS
DAMIEN P. DELANEY
601 WEST 5TH STREET, SUITE 300,
LOS ANGELES, CA 90071

SENDER: COMPLETE THIS SECTION

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

AKERMAN LLP
ASHLEA EDWARDS
DAMIEN P. DELANEY
601 WEST 5TH STREET, SUITE 300,
LOS ANGELES, CA 90071



9590 9402 7690 2122 7178 08

7022 2410 0000 2264 9032

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

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

3. Service Type

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

Domestic Return Receipt