



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

JEZZETTE RON
310.712.8142 Direct
Jezzette.Ron@capstonelawyers.com

July 15, 2024

VIA ONLINE SUBMISSION

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

Subject: *Ja'Warren Gable v. Central Coast Restaurants, Inc., et al.*

Dear PAGA Administrator:

This office represents Ja'Warren Gable in connection with his claims under the California Labor Code. Mr. Gable 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, Mr. Gable collectively refers to these entities as "CENTRAL COAST."

The employers may be contacted directly at the addresses below:

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

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

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

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

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

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

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

VANMEL, INC.
3550 MOWRY AVE., SUITE 301
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

Mr. Gable 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. Gable seeks relief on behalf of himself, 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 Mr. Gable as an hourly paid, non-exempt employee from approximately July 2022 to November 2023. Mr. Gable worked for CENTRAL COAST as a Team Member at its Jack in the Box location in Antioch, California. During his employment, Mr. Gable typically worked shifts of six (6) or more hours per day and three (3) or more days per week. His job duties included, without limitation, cooking, cashiering, unloading inventory, interior and exterior maintenance, and cleaning.

CENTRAL COAST committed one or more of the following Labor Code violations against Mr. Gable the facts and theories of which follow, making him 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 MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and YADAV, INC. are California

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

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 Mr. Gable 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 Mr. Gable 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 Mr. Gable 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 Mr. Gable 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 Mr. Gable 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 Mr. Gable and other aggrieved employees. During the relevant time period, Mr. Gable 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 Mr. Gable and other aggrieved employees to perform tasks while off-the-clock before or after their scheduled shifts. For example, during the relevant time period, CENTRAL COAST kept all restaurant doors locked during the graveyard shift for employee safety, resulting in Mr. Gable's and 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, Mr. Gable was forced to wait up to three (3) minutes on multiple occasions before being able to enter the restaurant and clock in because there was no one available to open the door for him.

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, Mr. Gable and other aggrieved employees performed work off-the-clock after their scheduled shifts ended. Specifically, Mr. Gable spent approximately 15 minutes throwing out trash, moving boxes, and providing coverage after clocking out. Moreover, CENTRAL COAST's supervisors contacted Mr. Gable on his personal cellular phone about work-related matters after his scheduled shifts approximately three (3) times per month for about seven (7) minutes per instance, but did not compensate him for this time. Furthermore, 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, other aggrieved employees were required to complete training sessions while they were at home, which consisted of watching videos on preparing new menu items. Finally, 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).

Thus, CENTRAL COAST failed to track the time Mr. Gable and other aggrieved employees spent working before and after their scheduled shifts, and Mr. Gable 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 Mr. Gable 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 Mr. Gable and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, during the course of his employment, Mr. Gable sometimes worked his meal period entirely to meet the demands of his workload due to the understaffing and lack of meal period coverage. For the same reasons, Mr. Gable would have his meal periods interrupted and/or shortened to communicate with management regarding inventory and maintenance tasks. Consequently, Mr. Gable 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 Mr. Gable and 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, Mr. Gable 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 Mr. Gable and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Gable 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 Mr. Gable 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, Mr. Gable 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 Mr. Gable 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, Mr. Gable 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 Mr. Gable 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, Mr. Gable and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, CENTRAL COAST did not pay Mr. Gable 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 Mr. Gable 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 Mr. Gable 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 Mr. Gable and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Gable 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 Mr. Gable and other aggrieved employees to perform work off-the-clock before and after their scheduled shifts, such as waiting for other employees to unlock the doors, throwing out trash, moving boxes, 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, Mr. Gable would be contacted by CENTRAL COAST's supervisors on his personal cellular phone about work-related matters off-the-clock, but was not compensated for this time worked. Finally, as stated, 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, Mr. Gable 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 Mr. Gable 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 Mr. Gable and other aggrieved employees for actual hours worked during unpaid meal periods, because CENTRAL COAST's timekeeping system locked out Mr. Gable 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 Mr. Gable 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 Mr. Gable 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. Gable 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, Mr. Gable 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 Mr. Gable and 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, Mr. Gable was required to clock out for his meal period to record that he had received compliant meal periods on shifts when he had not, in fact, received these timely meal periods.

As a result, Mr. Gable 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, Mr. Gable missed his meal periods altogether and/or had his meal periods interrupted or cut short because the restaurant was understaffed, and employees were forced to work through or return early from meal periods in order to continue their duties. Additionally, Mr. Gable took his meal periods late approximately four (4) times throughout his employment, after the end of his fifth hour of work, in order to fulfill his duties.

Moreover, CENTRAL COAST did not provide Mr. Gable and/or other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Mr. Gable 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 company-wide policies and/or practices, Mr. Gable and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. CENTRAL COAST further knew or should have known that it did not pay Mr. Gable and other aggrieved employees all meal period premiums when meal periods were missed, late, interrupted, and/or shortened.

Furthermore, CENTRAL COAST engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Mr. Gable and other aggrieved employees have not received all premium pay for missed, interrupted, late and/or shortened meal periods. Alternatively, to the extent that CENTRAL COAST did pay Mr. Gable and/or other aggrieved employees premium pay for missed, late, interrupted, and/or shortened meal periods, CENTRAL COAST did not pay Mr. Gable 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. Mr. Gable 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 Mr. Gable 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 Mr. Gable 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, has further led to Mr. Gable and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, during the relevant time period, CENTRAL COAST maintained a company-wide on-premises rest period policy, which effectively required that Mr. Gable and other aggrieved employees remain on CENTRAL COAST's premises during their rest periods. Because Mr. Gable 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 Mr. Gable and other aggrieved employees during rest periods.

As a result of CENTRAL COAST's practices and policies, Mr. Gable and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, once a week, Mr. Gable had to regularly forgo his rest periods because the restaurant was busy, and there was a 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, Mr. Gable and/or other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CENTRAL COAST did pay Mr. Gable and/or other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CENTRAL COAST did not pay Mr. Gable 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. Mr. Gable 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. CENTRAL COAST has not provided Mr. Gable 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, CENTRAL COAST has knowingly and intentionally provided Mr. Gable and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CENTRAL COAST issued uniform wage statements to Mr. Gable 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 Mr. Gable and other aggrieved employees spent working off-the-clock and/or deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), CENTRAL COAST did not list the correct amount of gross wages and net wages earned by Mr. Gable 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 Mr. Gable 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 Mr. Gable's 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) and did not 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 Mr. Gable 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 Mr. Gable and other aggrieved employees in violation of section 1198. Furthermore, in light of CENTRAL COAST’s failure to provide Mr. Gable and/or 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, Mr. Gable 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. Gable 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. Gable 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 Mr. Gable and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Mr. Gable 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 Mr. Gable 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, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving CENTRAL COAST's employ.

Mr. Gable 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 Mr. Gable and 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 Mr. Gable and 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 Mr. Gable and other aggrieved employees for half of their usual or scheduled shift. For example, during his employment, CENTRAL COAST’s managers sent Mr. Gable home before he had an opportunity to work at least half of his scheduled shift, but on information and belief, Mr. Gable was only paid for the time he had worked. Although Mr. Gable and 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, Mr. Gable and 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).

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

Violation of California Labor Code § 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 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(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 restaurant locations 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 Mr. Gable and/or other aggrieved employees with a suitable resting facility within all of its restaurant locations, with reasonable or no modification, but instead denied, and continues to deny, employees

suitable areas to rest (e.g., a breakroom with seats). As a result, other aggrieved employees were forced to adjust to areas not conducive to resting.

CENTRAL COAST did not provide other aggrieved employees with suitable resting facilities during their work hours, particularly during meal or rest 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 restaurant locations 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, Mr. Gable 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 Mr. Gable and/or other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 13(B).

Mr. Gable 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 Mr. Gable and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, and/or mobile data 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, Mr. Gable and other aggrieved employees were required to use their personal cellular phones to communicate with CENTRAL COAST's management regarding deliveries and maintenance. Although CENTRAL COAST required Mr. Gable and other aggrieved employees to utilize their personal mobile devices and/or mobile data 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 Mr. Gable and/or other aggrieved employees use their own personal vehicles for work purposes, but

failed to reimburse them for all costs of travel, including mileage. For example, other aggrieved employees were required to use their personal vehicles to drive to the bank to drop off deposits or to another restaurant location to pick up ingredients. Although CENTRAL COAST required Mr. Gable and/or 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 required Mr. Gable and/or other aggrieved employees to purchase tools, supplies, and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, other aggrieved employees purchased gloves, office supplies, and cleaning supplies because CENTRAL COAST failed to provide them with the necessary tools, supplies, and/or safety equipment which were required to perform their duties. Although CENTRAL COAST required Mr. Gable and/or 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 expected Mr. Gable and other aggrieved employees to report to work in clean and presentable uniforms bearing the Jack in the Box company logo including a uniform shirt and hat. Due to the nature of restaurant work, Mr. Gable 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. Gable had to wash his uniform items separately from his regular clothing, thus incurring additional utility and laundry expenses for the upkeep of his uniforms, spending approximately \$3.00 per week. Thus, CENTRAL COAST failed to maintain the uniforms it required Mr. Gable and other aggrieved employees to wear during their shifts and forced them to incur the costs of maintaining employee uniforms.

CENTRAL COAST could have provided Mr. Gable and other aggrieved employees with the actual equipment 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 Mr. Gable and other aggrieved employees. At all relevant times, Mr. Gable 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. Mr. Gable and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece,

commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

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

Mr. Gable 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." CENTRAL COAST, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Gable's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Gable 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. Gable, 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 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, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Gable 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)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete Items 1, 2, and 3. ■ Print your name and address on the reverse AKKAM, INC. 3550 MOWRY AVE., SUITE 301 FREMONT, CA 94538		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	
9590 9402 7690 2122 7177 78 2. Article Number (Transfer from service label) 7022 2410 0000 2264 8851		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	

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

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

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

CERTIFIED MAIL

7022 2410 0000 2264 8851
7022 2410 0000 2264 8851

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

OFFICIAL USE

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

Domestic Mail Only

1. Certified Mail Fee \$ _____
2. Return Receipt (hardcopy) \$ _____
3. Return Receipt (electronic) \$ _____
4. Signature Confirmation Fee \$ _____
5. Signature Confirmation Restricted Delivery Fee \$ _____
6. Signature Confirmation Restricted Delivery Fee \$ _____
7. Signature Confirmation Restricted Delivery Fee \$ _____
8. Signature Confirmation Restricted Delivery Fee \$ _____
9. Signature Confirmation Restricted Delivery Fee \$ _____
10. Signature Confirmation Restricted Delivery Fee \$ _____

AKKAM, 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.

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



9590 9402 7690 2122 7177 54

2. Article Number (Transfer from service label)

7022 2410 0000 2264 8875

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

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

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

CERTIFIED MAIL



7022 2410 0000 2264 8875

7022 2410 0000 2264 8875

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

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) \$ _____

☐ Certified

☐ Adult St

☐ Adult St

Postage \$ _____

Total Paid \$ _____

Sent to _____

City, State, ZIP+4® _____

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

Cable U. Nelson

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

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



9590 9402 7690 2122 7177 16

2. Article Number (Transfer from service label)

7022 2410 0000 2264 8912

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

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

Domestic Return Receipt

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

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

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

CERTIFIED MAIL®



7022 2410 0000 2264 8912

7022 2410 0000 2264 8912

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

For delivery to domestic, visit our website at www.usps.com

OFFICIAL USE

Extra Services & Fees (If any, list and fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Certified Mail (hardcopy) \$
☐ Adult Sign. \$
☐ Adult Sign. \$
 Postage \$
 Total Postage \$
 Sent to \$
 Sent on \$
 City, State, Zip

AV 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 THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse PARIVAR, INC. 3550 MOWRY AVE., SUITE 301 FREMONT, CA 94538 9590 9402 7690 2122 7176 55 2. Article Number (Transfer from service label) 7022 2410 0000 2406 1962		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 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

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



7022 2410 0000 2406 1962
7022 2410 0000 2406 1962

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Enter Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ ☐ Restricted (hardcopy) \$ ☐ Certified \$ ☐ Adult Sign \$ Postage \$ Sent to \$ Total Postage \$ Street address \$ City, State, ZIP \$	PARIVAR, INC. 3550 MOWRY AVE., SUITE 301 FREMONT, CA 94538 <i>Gabe V. Adams</i>

PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse RESHAM, INC. 3550 MOWRY AVE, SUITE 301 FREMONT, CA 94538  9590 9402 7690 2122 7177 85 2. Article Number (Transfer from service label) 7022 2410 0000 2264 8844	A. Signature ☐ Agent ☐ Addressee X B. Received by (<i>Printed Name</i>) 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 ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

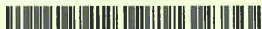
RESHAM, INC.
3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538

[illegible]

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 7177 61

2. Article Number (Transfer from service label)

7022 2410 0000 2264 8868

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ First-Class Mail®
- ☐ Mail Restricted Delivery (500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

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

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

CERTIFIED MAIL®

7022 2410 0000 2264 8868
7022 2410 0000 2264 8868

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

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

OFFICIAL USE

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

☐ Return Receipt (hardcopy) \$

☐ Certified Mail \$

☐ Adult Sign \$

Postage \$

Total Postage \$

Sent To \$

Street and Apt

City, State, Zi

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

PS Form 3800, April 2010 PSN 7530-02-000-9047 See Reverse for Instructions

Colby
Altman

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse		A. Signature X ☐ Agent ☐ Addressee	
VANIL, INC. 3550 MOWRY AVE, SUITE 301 FREMONT, CA 94538		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 ☒ 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	
2. Article Number (Transfer from service label) 7022 2410 0000 2264 8882		Domestic Return Receipt	

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

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

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

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

CERTIFIED MAIL®

7022 2410 0000 2264 8882
7022 2410 0000 2264 8882

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

For delivery info, delivery, visit our website at www.usps.com

OFFICIAL USE

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

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Adult Sig
☐ Insure Sign

Postage \$
Total Postage \$
Sent To 3550 MOWRY AVE, SUITE 301
FREMONT, CA 94538
Street and/
City, State, ZIP+4®
City, State, ZIP+4®

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

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

Capstone U.
Arthur M.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse VANSH, INC. 3550 MOWRY AVE, SUITE 301 FREMONT, CA 94538 9590 9402 7690 2122 7177 09 2. Article Number (Transfer from service label) 7022 2410 0000 2406 1917 PS Form 3811, July 2020 PSN 7530-02-000-9053		A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery ☐ Collect on Delivery Restricted Delivery Full Restricted Delivery	

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

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

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

CERTIFIED MAIL®

7022 2410 0000 2406 1917
 7022 2410 0000 2406 1917

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

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

OFFICIAL USE

Certified Mail No. _____
 Service Fee: _____
 Postage: _____
 Total Post: _____
 Sent to: _____
 Sent on: _____
 Only when _____

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

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse YADAV, INC. 3550 MOWRY AVE, SUITE 301 FREMONT, CA 94538 9590 9402 7690 2122 7176 48 2. Article Number (Transfer from service label) 7022 2410 0000 2406 1979 PS Form 3811, July 2020 PSN 7530-02-000-9053		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 (M) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

Domestic Return Receipt

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

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

CERTIFIED MAIL



7022 2410 0000 2406 1979
7022 2410 0000 2406 1979

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com. OFFICIAL USE Cable, Apt. 1000 YADAV, 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

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse		A. Signature X ☐ Agent ☐ Addressee	
AKERMAN LLP ASHLEA EDWARDS DAMIEN P. DELANEY 601 WEST 5TH STREET, SUITE 300, LOS ANGELES, CA 90071		B. Received by (Printed Name)	C. Date of Delivery
 9590 9402 7690 2122 7176 31		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7022 2410 0000 2406 1986		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ d Mail ☐ d Mail Restricted Delivery (500)	
PS Form 3811, July 2020 PSN 7530-02-000-9053		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

Domestic Return Receipt

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

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

CERTIFIED MAIL


7022 2410 0000 2406 1986
7022 2410 0000 2406 1986

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

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

OFFICIAL USE

Coffee v. Ardan

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

PS Form 3800, April 2015 PSN 7530-02-000-907 See Reverse for instructions