

Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
Helga Hakimi (SBN 257381)
Helga.Hakimi@capstonelawyers.com
Jaime Castaneda (SBN 344833)
Jaime.Castaneda@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Tyrone Webb

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Elda Ramirez, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

TYRONE WEBB, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

EY 2 ENTERPRISES, INC., a California
corporation; EY ENTERPRISES, INC., a
California corporation; YUEN'S
ENTERPRISE ONE, INC., a California
corporation; YUEN'S ENTERPRISE TWO,
INC., a California corporation; YUEN'S
ENTERPRISE THREE, INC., a California
corporation; YUEN'S ENTERPRISE
EIGHT, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2432790

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

- (1) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (2) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (3) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (4) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (5) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (6) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (7) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (8) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;

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- (9) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
(10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Tyrone Webb, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

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

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

form a significant basis for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years on behalf of the same proposed class against Defendants asserting the same or similar factual allegations.

3. Venue is proper in this Court, because Defendants employ persons within the County of San Bernardino, and have violated the requirements of the California Labor Code and applicable IWC Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable Wage Order in at least eight locations within the County of San Bernardino, including Defendants' restaurants in Fontana (17017 Sierra Lakes Parkway, Fontana, California 92377; 3870 Sierra Avenue, Fontana, California 92336), Upland (1590 Foothill Boulevard, Upland, California 91786), Rancho Cucamonga (11198 Foothill Boulevard, Rancho Cucamonga, California 91730), Chino (3770 Grand Avenue, Chino, California 91710; 14605 Ramona Drive, Chino, California 91710), and Chino Hills (2559 Chino Hills Parkway, Chino Hills, California 91709; 15950 Los Serranos Country Club Drive, Chino Hills, California 91709). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty or forfeiture imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in San Bernardino County and Plaintiff could bring this action to recover penalties in San Bernardino County, venue is proper.

THE PARTIES

4. Plaintiff Tyrone Webb is a resident of Corona, in Riverside County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately January 2024 to July 2024. Plaintiff worked as a Crew Member at Defendants' McDonald's restaurant in Corona, California. During his employment, Plaintiff typically worked three (3) to six (6) hours per day and two (2) days or more per week. Plaintiff's primary job duties included, without limitation, assisting customers with food orders, taking orders to curbside pick-up, and cleaning.

5. EY 2 ENTERPRISES, INC. was and is, upon information and belief, a

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

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

6 7. YUEN'S ENTERPRISE ONE, INC. was and is, upon information and belief, a
7 California corporation, and at all times hereinafter mentioned, an employer whose employees
8 are engaged throughout this county and the State of California.

9 8. YUEN'S ENTERPRISE TWO, INC. was and is, upon information and belief, a
10 California corporation, and at all times hereinafter mentioned, an employer whose employees
11 are engaged throughout this county and the State of California.

12 9. YUEN'S ENTERPRISE THREE, INC. was and is, upon information and
13 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
14 employees are engaged throughout this county and the State of California.

15 10. YUEN'S ENTERPRISE EIGHT, INC. was and is, upon information and belief,
16 a California corporation, and at all times hereinafter mentioned, an employer whose
17 employees are engaged throughout this county and the State of California.

18 11. Plaintiff is unaware of the true names or capacities of the Defendants sued
19 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
20 amend the complaint and serve such fictitiously named Defendants once their names and
21 capacities become known.

22 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
23 were the partners, agents, owners, or managers of EY 2 ENTERPRISES, INC.; EY
24 ENTERPRISES, INC.; YUEN'S ENTERPRISE ONE, INC.; YUEN'S ENTERPRISE TWO,
25 INC.; YUEN'S ENTERPRISE THREE, INC.; and YUEN'S ENTERPRISE EIGHT, INC. at
26 all relevant times.

27 13. Plaintiff is informed and believes, and thereon alleges, that each and all of the
28 acts and omissions alleged herein was performed by, or is attributable to, EY 2

1 ENTERPRISES, INC.; EY ENTERPRISES, INC.; YUEN'S ENTERPRISE ONE, INC.;
2 YUEN'S ENTERPRISE TWO, INC.; YUEN'S ENTERPRISE THREE, INC.; YUEN'S
3 ENTERPRISE EIGHT, INC.; and/or DOES 1 through 10 (collectively, "Defendants" or
4 "EY"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in
5 concert with, each of the other co-Defendants and was acting within the course and scope of
6 such agency, employment, joint venture, or concerted activity with legal authority to act on
7 the others' behalf. The acts of any and all Defendants were in accordance with, and represent,
8 the official policy of Defendants.

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

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

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

26 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
27 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
28 members because Defendants have:

- 1 (a) jointly exercised meaningful control over the work performed by
2 Plaintiff and class members;
- 3 (b) jointly exercised meaningful control over Plaintiff's and class members'
4 wages, hours, and working conditions, including the quantity, quality
5 standards, speed, scheduling, and operative details of the tasks
6 performed by Plaintiff and class members;
- 7 (c) jointly required that Plaintiff and class members perform work which is
8 an integral part of Defendants' businesses; and
- 9 (d) jointly exercised control over Plaintiff and class members as a matter of
10 economic reality in that Plaintiff and class members were dependent on
11 Defendants, who shared the power to set the wages of Plaintiff and class
12 members and determined their working conditions, and who jointly
13 reaped the benefits from the underpayment of their wages and
14 noncompliance with other statutory provisions governing their
15 employment.

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

19 19. EY 2 ENTERPRISES, INC.; EY ENTERPRISES, INC.; YUEN'S
20 ENTERPRISE ONE, INC.; YUEN'S ENTERPRISE TWO, INC.; YUEN'S ENTERPRISE
21 THREE, INC.; YUEN'S ENTERPRISE EIGHT, INC.; and DOES 1 through 10 are therefore
22 alter egos of each other.

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

26 21. Plaintiff further alleges, upon information and belief, that Defendants EY 2
27 ENTERPRISES, INC.; EY ENTERPRISES, INC.; YUEN'S ENTERPRISE ONE, INC.;
28 YUEN'S ENTERPRISE TWO, INC.; YUEN'S ENTERPRISE THREE, INC.; and YUEN'S

ENTERPRISE EIGHT, INC. are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), EY 2 ENTERPRISES, INC.; YUEN'S ENTERPRISE ONE, INC.; YUEN'S ENTERPRISE TWO, INC.; YUEN'S ENTERPRISE THREE, INC.; and YUEN'S ENTERPRISE EIGHT, INC. share the same principal address and/or mailing address of "19782 E[AST] ARBOR RIDGE DR[IVE], WALNUT, CA 91789";
- (b) On the California Secretary of State's website, EY ENTERPRISES, INC.; YUEN'S ENTERPRISE THREE, INC.; and YUEN'S ENTERPRISE EIGHT, INC. share the same mailing address of "1307 W. 6TH ST, [STE] 143C, CORONA, CA 92882";
- (c) According to their most recent "Statement of Information" forms filed with the California Secretary of State, EY 2 ENTERPRISES, INC.; EY ENTERPRISES, INC.; YUEN'S ENTERPRISE ONE, INC.; YUEN'S ENTERPRISE TWO, INC.; YUEN'S ENTERPRISE THREE, INC.; and YUEN'S ENTERPRISE EIGHT, INC. share the same officers, directors, and/or managers or members, including, but not limited to:
 - (i) Eddie P Yuen, who serves as the Chief Executive Officer, Chief Financial Officer, and/or Director of EY 2 ENTERPRISES, INC.; EY ENTERPRISES, INC.; YUEN'S ENTERPRISE ONE, INC.; YUEN'S ENTERPRISE TWO, INC.; YUEN'S ENTERPRISE THREE, INC.; and YUEN'S ENTERPRISE EIGHT, INC.; and
 - (ii) Terry Yuen, who serves as the Secretary and/or Director of EY 2 ENTERPRISES, INC.; EY ENTERPRISES, INC.; YUEN'S ENTERPRISE ONE, INC.; YUEN'S ENTERPRISE TWO, INC.; YUEN'S ENTERPRISE

THREE, INC.; and YUEN'S ENTERPRISE EIGHT, INC.;

(d) On the California Secretary of State's website, EY 2 ENTERPRISES, INC.; YUEN'S ENTERPRISE ONE, INC.; and YUEN'S ENTERPRISE TWO, INC. share the same agent for service of process, Eddie [P] [Pui Lun] Yuen; and

(e) On information and belief, EY 2 ENTERPRISES, INC.; EY ENTERPRISES, INC.; YUEN'S ENTERPRISE ONE, INC.; YUEN'S ENTERPRISE TWO, INC.; YUEN'S ENTERPRISE THREE, INC.; and YUEN'S ENTERPRISE EIGHT, INC. utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

22. Defendants own and operate about fifteen (15) McDonald's franchise restaurant locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Walnut, California, or Corona, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

23. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

24. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Walnut, California, or Corona, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their

1 various locations in California, including Plaintiff and class members. Based upon
2 information and belief, Defendants issue the same formatted wage statements to all non-
3 exempt, hourly paid employees in California, irrespective of their work locations. Upon
4 information and belief, Defendants process payroll for departing employees in the same
5 manner throughout the State of California, regardless of the manner in which each employee's
6 employment ends.

7 25. Defendants continue to employ non-exempt or hourly paid employees in
8 California.

9 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
10 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
11 and advisors knowledgeable about California labor and wage law, employment and personnel
12 practices, and about the requirements of California law.

13 27. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
14 members were not paid for all hours worked because all hours worked were not recorded.

15 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to receive at least minimum
17 wages for compensation and that they were not receiving at least minimum wages for work
18 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
19 and class members were not paid at least minimum wages for work done off-the-clock.

20 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and class members were entitled to meal periods in
22 accordance with the California Labor Code and applicable IWC Wage Order or payment of
23 one (1) additional hour of pay at their regular rates of pay when they were not provided with
24 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
25 were not provided with all meal periods or payment of one (1) additional hour of pay at their
26 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
27 period.

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

1 should have known that Plaintiff and class members were entitled to rest periods in
2 accordance with the California Labor Code and applicable IWC Wage Order or payment of
3 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
4 permitted to take a compliant rest period and that Plaintiff and class members were not
5 authorized and permitted to take compliant rest periods or provided with payment of one (1)
6 additional hour of pay at their regular rates of pay when they were not authorized and
7 permitted to take a compliant rest period.

8 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to receive complete and
10 accurate wage statements in accordance with California law. In violation of the California
11 Labor Code, Plaintiff and class members were not provided complete and accurate wage
12 statements.

13 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that they had a duty to maintain accurate and complete payroll records in
15 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
16 knowingly, and intentionally failed to do so.

17 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to timely payment of all
19 wages earned upon termination of employment. In violation of the California Labor Code,
20 Plaintiff and class members did not receive payment of all wages due, including, but not
21 limited to, minimum wages and/or meal and rest period premiums, within permissible time
22 periods.

23 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to timely payment of wages
25 during their employment. In violation of the California Labor Code, Plaintiff and class
26 members did not receive payment of all wages, including, but not limited to, minimum wages
27 and/or meal and rest period premiums, within permissible time periods.

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

1 should have known that Plaintiff and class members were entitled to receive full
2 reimbursement for all business-related expenses and costs they incurred during the course and
3 scope of their employment and that they did not receive full reimbursement of applicable
4 business-related expenses and costs incurred.

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

11 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

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

28 (a) The aggrieved employee or representative shall give written notice by

1 online filing with the LWDA and by certified mail to the employer of
2 the specific provisions of the California Labor Code alleged to have
3 been violated, including the facts and theories to support the alleged
4 violation.

5 (b) An aggrieved employee's notice filed with the LWDA pursuant to
6 2699.3(a) and any employer response to that notice shall be
7 accompanied by a filing fee of seventy-five dollars (\$75).

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

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

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

25 (b) An aggrieved employee's notice filed with the LWDA pursuant to
26 2699.3(c) and any employer response to that notice shall be
27 accompanied by a filing fee of seventy-five dollars (\$75).

28 (c) The employer may cure the alleged violation within thirty-three (33)

1 calendar days of the postmark date of the notice sent by the aggrieved
2 employee or representative. The employer shall give written notice
3 within that period of time by certified mail to the aggrieved employee or
4 representative and by online filing with the LWDA if the alleged
5 violation is cured, including a description of actions taken, and no civil
6 action pursuant to Section 2699 may commence. If the alleged violation
7 is not cured within the 33-day period, the aggrieved employee may
8 commence a civil action pursuant to Section 2699.

9 42. On December 18, 2024, Plaintiff provided written notice by online filing to the
10 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
11 Code alleged to have been violated, including facts and theories to support the alleged
12 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
13 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
14 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
15 Plaintiff PAGA Case Number LWDA-CM-1068264-24. A true and correct copy of Plaintiff's
16 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

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

20 44. Thus, Plaintiff has satisfied the administrative prerequisites under California
21 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
22 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516,
23 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

24 45. Labor Code section 558(a) provides "[a]ny employer or other person acting on
25 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
26 provision regulating hours and days of work in any order of the Industrial Welfare
27 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
28 dollars (\$50) for each underpaid employee for each pay period for which the employee was

1 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
2 underpaid employee for each pay period for which the employee was underpaid” Labor
3 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
4 to any other civil or criminal penalty provided by law.”

5 46. Defendants, at all times relevant to this complaint, were employers or persons
6 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
7 rights by violating various sections of the California Labor Code as set forth above.

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

11 48. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5.
12 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the
13 public interest as a private attorney general, seeks assessment and collection of civil penalties
14 and injunctive relief for himself, all other aggrieved employees, and the State of California
15 against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a),
16 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

17 **CLASS ACTION ALLEGATIONS**

18 49. Plaintiff brings this action on his own behalf, as well as on behalf of each and
19 all other persons similarly situated, and thus seeks class certification under California Code of
20 Civil Procedure section 382.

21 50. All claims alleged herein arise under California law for which Plaintiff seeks
22 relief authorized by California law.

23 51. Plaintiff’s proposed class consists of and is defined as follows:

24 All persons who worked for Defendants as non-exempt, hourly
25 paid employees in California, at any time from January 1, 2023,
until the date of trial (“Class”).

26 52. Plaintiff’s proposed subclass consists of and is defined as follows:

27 All persons who worked for Defendants as non-exempt, hourly
28 paid employees in California and who received at least one wage
statement within one (1) year prior to the filing of the initial

complaint until the date of trial (“Subclass”).

53. Members of the Class and Subclass are referred to herein as “class members.”

54. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

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

- (a) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;
- (b) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (c) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (d) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (e) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (f) Whether Defendants failed to pay earned minimum wages and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (g) Whether Defendants failed timely to pay minimum wages and/or meal and rest period premiums due to Plaintiff and class members during their employment;
- (h) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (i) Whether Defendants engaged in unlawful and unfair business practices

1 in violation of California Business & Professions Code sections 17200,
2 *et seq.*; and

- 3 (j) The appropriate amount of damages, restitution, or monetary penalties
4 resulting from Defendants' violations of California law.

5 56. There is a well-defined community of interest in the litigation and the class
6 members are readily ascertainable:

- 7 (a) Numerosity: The class members are so numerous that joinder of all
8 members would be unfeasible and impractical. The membership of the
9 entire class is unknown to Plaintiff at this time; however, the class is
10 estimated to be greater than one hundred (100) individuals and the
11 identity of such membership is readily ascertainable by inspection of
12 Defendants' employment records.
- 13 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
14 protect the interests of each class member with whom he has a well-
15 defined community of interest, and Plaintiff's claims (or defenses, if
16 any) are typical of all class members as demonstrated herein.
- 17 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
18 protect the interests of each class member with whom he has a well-
19 defined community of interest and typicality of claims, as demonstrated
20 herein. Plaintiff acknowledges that he has an obligation to make known
21 to the Court any relationship, conflicts or differences with any class
22 member. Plaintiff's attorneys, the proposed class counsel, are versed in
23 the rules governing class action discovery, certification, and settlement.
24 Plaintiff has incurred, and throughout the duration of this action, will
25 continue to incur costs and attorneys' fees that have been, are, and will
26 be necessarily expended for the prosecution of this action for the
27 substantial benefit of each class member.
- 28 (d) Superiority: The nature of this action makes the use of class action

1 adjudication superior to other methods. A class action will achieve
2 economies of time, effort, and expense as compared with separate
3 lawsuits, and will avoid inconsistent outcomes because the same issues
4 can be adjudicated in the same manner and at the same time for the
5 entire class.

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

15 **FIRST CAUSE OF ACTION**

16 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 17 **Minimum Wages** 18 **(Against all Defendants)**

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

21 58. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
22 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
23 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
24 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the
25 time during which an employee is subject to the control of an employer, and includes all the
26 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
27 Code Regs. tit. 8, § 11050(2)(M) (defining “Hours Worked”).

28 59. During the relevant time period, Defendants had, and continue to have, a

1 company-wide policy and/or practice of requiring Plaintiff and class members to perform
2 various work-related tasks while off-the-clock, including before their shifts. For example,
3 Defendants' timekeeping system sometimes locked out Plaintiff and class members and
4 prevented them from clocking in at their scheduled shift start-times, forcing Plaintiff and class
5 members to find a manager and wait off-the-clock for a few minutes for them to override the
6 timekeeping system in order to clock in.

7 60. Further, Defendants have a company-wide security policy where only
8 managerial employees were issued keys to lock and unlock the restaurants, causing Plaintiff
9 and class members to wait off-the-clock for the restaurant to open on days they were the first
10 to arrive. For example, on at least one (1) occasion, Plaintiff arrived at the restaurant at his
11 scheduled shift-start time but had to wait for a managerial employee to arrive and unlock the
12 restaurant's doors before he could clock in for his shift. As a result, Plaintiff and class
13 members were subject to Defendants' control before they clocked in for their shifts, but were
14 not compensated for this time.

15 61. Defendants knew or should have known that as a result of these company-wide
16 practices and/or policies, Plaintiff and class members were performing their assigned duties
17 off-the-clock before their shifts, and were suffered or permitted to perform work for which
18 they were not paid. Accordingly, Defendants did not pay minimum wages for all hours
19 worked by Plaintiff and class members in violation of California Labor Code sections
20 1182.12, 1194, 1197, 1197.1, and 1198.

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

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SECOND CAUSE OF ACTION
Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period
Violations
(Against all Defendants)

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

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

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

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

67. During the relevant time period, on information and belief, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their restaurants while assigning heavy workloads, resulting in a failure to provide Plaintiff and class members with adequate meal period coverage. Because Defendants did not employ or staff a sufficient number of employees to meet demand, there was no one available to relieve employees

1 needing meal period coverage, and Plaintiff and class members were not always afforded
2 timely, uninterrupted 30-minute meal periods during shifts when they were entitled to receive
3 a meal period. Additionally, Defendants, on a company-wide basis, had a practice of failing
4 to schedule meal periods, which further caused Plaintiff and class members to not be relieved
5 of their duties for compliant meal periods.

6 68. As a result, Plaintiff and class members have had to work through all or part of
7 their meal periods, had their meal periods interrupted, and/or had to wait extended periods of
8 time before taking meal periods. For example, on information and belief, Plaintiff sometimes
9 took his meal periods late, after having worked in excess of five (5) hours into his shift, due to
10 lack of coverage and the number of customers he had to assist. Plaintiff and class members
11 did not sign valid meal period waivers on days that they were entitled to meal periods and
12 were not relieved of all duties.

13 69. At all times herein mentioned, Defendants knew or should have known that, as
14 a result of these policies, Plaintiff and class members were prevented from being relieved of
15 all duties to take timely, uninterrupted meal periods. Defendants further knew or should have
16 known that Defendants did not pay Plaintiff and class members meal period premiums when
17 meal periods were late, interrupted, shortened, and/or missed.

18 70. Moreover, Defendants engaged in a company-wide practice and/or policy of
19 not paying all meal period premiums owed when compliant meal periods are not provided.
20 Because of this practice and/or policy, Plaintiff and class members have not received premium
21 pay for missed, late, shortened, and/or interrupted meal periods. As a result, Defendants
22 failed to provide Plaintiff and class members compliant meal periods in violation of California
23 Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums
24 due.

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

1 **THIRD CAUSE OF ACTION**

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

4 72. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 73. At all relevant times herein set forth, the applicable IWC Wage Order and
7 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
8 members' employment by Defendants.

9 74. At all relevant times, the applicable IWC Wage Order provides that "[e]very
10 employer shall authorize and permit all employees to take rest periods, which insofar as
11 practicable shall be in the middle of each work period" and that the "rest period time shall be
12 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
13 hours or major fraction thereof" unless the total daily work time is less than three and one-half
14 (3 ½) hours.

15 75. At all relevant times, California Labor Code section 226.7 provides that no
16 employer shall require an employee to work during any rest period mandated by an applicable
17 order of the California IWC. To comply with its obligation to authorize and permit rest
18 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
19 employer must "relinquish any control over how employees spend their break time, and
20 relieve their employees of all duties—including the obligation that an employee remain on
21 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
22 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
23 Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from
24 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
25 required rest period was not authorized and permitted.

26 76. During the relevant time period, Defendants regularly failed to authorize and
27 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
28 period worked or major fraction thereof. As with meal periods, Defendants' company-wide

1 use of understaffing while assigning heavy workloads resulted in a lack of rest period
2 coverage and prevented Plaintiff and class members from being relieved of all duty in order to
3 take compliant rest periods. Defendants also failed to schedule rest periods, which, coupled
4 with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and
5 class members not being authorized and permitted to take rest periods.

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

13 78. As a result of Defendants' practices and policies, Plaintiff and class members
14 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
15 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
16 Plaintiff had to cut his rest periods short due to lack of coverage.

17 79. Defendants have also engaged in a company-wide practice and/or policy of not
18 paying rest period premiums owed when compliant rest periods are not authorized and
19 permitted. Because of this practice and/or policy, Plaintiff and class members have not
20 received premium pay for all missed rest periods. Accordingly, Defendants failed to authorize
21 and permit all compliant rest periods and failed to pay the full rest period premiums due.

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

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FOURTH CAUSE OF ACTION
Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage
Statements and Failure to Maintain Accurate Payroll Records
(Against all Defendants)

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

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

83. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members 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 minimum wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

84. Because Defendants did not record the time Plaintiff and Subclass members spent working off the clock, Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass members, 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).

85. 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

1 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
2 for which employees were paid; failing to list the name of the employee and only the last four
3 digits of his or her social security number or an employee identification number other than a
4 social security number; failing to list the name and address of the legal entity that is the
5 employer; and/or failing to state all hours worked as a result of not recording or stating hours
6 worked off-the-clock.

7 86. California Labor Code section 1174(d) provides that “[e]very person employing
8 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
9 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
10 plants or establishments at which employees are employed, payroll records showing the hours
11 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
12 applicable piece rate paid to, employees employed at the respective plants or
13 establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d),
14 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
15 members showing the daily hours they worked and the wages paid thereto as a result of failing
16 to record the off-the-clock hours that they worked.

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

27 88. Plaintiff and Subclass members are entitled to recover from Defendants the
28 greater of their actual damages caused by Defendants’ failure to comply with California Labor

Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

FIFTH CAUSE OF ACTION

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

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

90. This cause of action is dependent upon, and wholly derivative of the minimum wages and/or meal and rest period premiums that were not timely paid to Plaintiff and those class members no longer employed by Defendants upon their termination.

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

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

93. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

1 **SIXTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**

3 **Employment**

4 **(Against all Defendants)**

5 94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

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

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

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

25 98. During the relevant time period, Defendants willfully failed to pay Plaintiff and
26 class members all wages due including, but not limited to, minimum wages and/or meal and
27 rest period premiums, within the time periods specified by California Labor Code section 204.

28 99. Defendants' failure to pay Plaintiff and class members all wages due violates

1 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
2 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

3 **SEVENTH CAUSE OF ACTION**

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

6 100. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
7 and every allegation set forth above.

8 101. At all times herein set forth, California Labor Code section 2802 provides that
9 an employer must reimburse employees for all necessary expenditures and losses incurred by
10 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
11 to prevent employers from passing off their cost of doing business and operating expenses on
12 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
13 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen
14 tools or equipment are required by the employer or are necessary to the performance of a job,
15 such tools and equipment shall be provided and maintained by the employer, except that an
16 employee whose wages are at least two (2) times the minimum wage provided herein may be
17 required to provide and maintain hand tools and equipment customarily required by the trade
18 or craft.”

19 102. First, during the relevant time period, Defendants had a company-wide policy
20 of requiring Plaintiff and class members to utilize their own personal mobile devices,
21 including cellular phones and/or mobile data, to carry out their job duties, but Defendants
22 failed to reimburse them for the costs of their work-related mobile device expenses. For
23 example, Plaintiff was required to use his personal mobile devices to communicate with
24 Defendants’ management regarding work-related issues and confirm orders with drive-thru
25 customers. Although Defendants required Plaintiff and class members to utilize their personal
26 mobile devices to carry out their work-related responsibilities, Defendants failed to reimburse
27 them for these costs.

28 103. Second, during the relevant time period, Defendants, on a company-wide basis,

1 required that Plaintiff and class members use their own personal vehicles to run company
2 errands. For example, about four (4) times during the relevant time period, Plaintiff was
3 required to use his personal vehicle and drive to Home Depot to purchase parts needed to fix
4 the freezer door and restroom door at Defendants' restaurant. Although Defendants required
5 Plaintiff and class members to utilize their personal vehicles to carry out their work-related
6 responsibilities, Defendants failed to reimburse them for their mileage or travel expenses.

7 104. Defendants could have provided Plaintiff and class members with the actual
8 equipment for use on the job, such as company mobile devices and company vehicles, or,
9 Defendants could have reimbursed employees for the costs of their mobile device usage,
10 mileage, and travel expenses. Instead, Defendants passed these operating costs onto Plaintiff
11 and class members. At all relevant times, Plaintiff did not earn at least two (2) times the
12 minimum wage.

13 105. Defendants' company-wide policy and/or practice of not reimbursing
14 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
15 and class members violates California Labor Code section 2802. Defendants have
16 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
17 business-related expenses and costs.

18 106. Pursuant to California Labor Code section 2802, Plaintiff and class members
19 are entitled to recover from Defendants their business-related expenses incurred during the
20 course and scope of their employment, plus interest, costs, and attorneys' fees.

21 **EIGHTH CAUSE OF ACTION**

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

23 **(Against all Defendants)**

24 107. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
25 and every allegation set forth above.

26 108. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
27 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
28 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and

1 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
2 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
3 including sections 226(a), 226.7, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2802.

4 109. Defendants' conduct, as alleged herein, violates numerous sections of the
5 California Labor Code, including, but not limited to, the following:

- 6 (a) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
7 1198, and the applicable IWC Wage Order for Defendants' failure to
8 compensate Plaintiff and other aggrieved employees with at least
9 minimum wages for all hours worked, as alleged herein;
- 10 (b) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
11 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
12 and other aggrieved employees with meal periods, as alleged herein;
- 13 (c) Violation of Labor Code sections 226.7, 516, and 1198, and the
14 applicable IWC Wage Order for Defendants' failure to authorize and
15 permit Plaintiff and other aggrieved employees to take rest periods, as
16 alleged herein;
- 17 (d) Violation of Labor Code sections 226(a) and 1198, and the applicable
18 IWC Wage Order for failure to provide accurate and complete wage
19 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 20 (e) Violation of Labor Code sections 1174(d) and 1198, and the applicable
21 IWC Wage Order for failure to maintain payroll records, as alleged
22 herein;
- 23 (f) Violation of Labor Code sections 201 and 202 for failure to pay all
24 earned wages upon termination, as alleged herein;
- 25 (g) Violation of Labor Code section 204 for failure to pay all earned wages
26 during employment, as alleged herein; and
- 27 (h) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
28 and other aggrieved employees for all business expenses necessarily

incurred, as alleged herein.

110. Therefore, Plaintiff and other aggrieved employees are entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

NINTH CAUSE OF ACTION

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

Unlawful Business Practices

(Against all Defendants)

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

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

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

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

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

- (a) Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (b) Failing to provide all meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and

1198, and the applicable IWC Wage Order, as alleged herein;

(c) Failing to authorize and permit Plaintiff and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

(d) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;

(e) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein; and

(f) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein.

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

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

TENTH CAUSE OF ACTION

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

Unfair Business Practices

(Against all Defendants)

118. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 119. Defendants are “persons” as defined by California Business & Professions
3 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
4 and/or associations.

5 120. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
6 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
7 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
8 seeks to enforce important rights affecting the public interest within the meaning of Code of
9 Civil Procedure section 1021.5.

10 121. Defendants’ activities, namely Defendants’ company-wide practice and/or
11 policy of not paying Plaintiff and class members all meal and rest period premiums due to
12 them under Labor Code section 226.7, deprived Plaintiff and class members of the
13 compensation guarantee and enhanced enforcement implemented by section 226.7. The
14 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
15 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
16 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
17 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
18 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
19 unfair business practice in violation of California Business & Professions Code sections
20 17200, *et seq.* (*Id.*)

21 122. A violation of California Business & Professions Code sections 17200, *et seq.*
22 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
23 and practices have violated the spirit of California’s meal and rest period laws and constitute
24 acts against the public policy behind these laws.

25 123. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
26 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
27 benefits implemented by section 226.7 withheld and retained by Defendants during a period
28 that commences four years prior to the filing of the initial complaint; a permanent injunction

1 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
2 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
3 Procedure section 1021.5 and other applicable laws; and an award of costs.

4 **REQUEST FOR JURY TRIAL**

5 Plaintiff requests a trial by jury.

6 **PRAYER FOR RELIEF**

7 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
8 against Defendants, jointly and severally, as follows:

9 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
10 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
11 reserves the right to amend his prayer for relief to seek a different amount.

12 **Class Certification**

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

14 3. That Plaintiff be appointed as the representative of the Class and Subclass;

15 4. That counsel for Plaintiff be appointed as class counsel.

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

17 5. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
19 Order by willfully failing to pay minimum wages to Plaintiff and class members;

20 6. For general unpaid wages and such general and special damages as may be
21 appropriate;

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

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

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

27 10. For such other and further relief as the Court may deem equitable and
28 appropriate.

As to the Second Cause of Action

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

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

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

1 35. For attorneys' fees pursuant to California Code of Civil Procedure section
2 1021.5, or as otherwise provided by law; and

3 36. For such other and further relief as the Court may deem equitable and
4 appropriate.

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

6 37. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
8 minimum wages and/or meal and rest periods during their employment;

9 38. For all actual, consequential and incidental losses and damages, according to
10 proof;

11 39. For statutory penalties according to proof pursuant to California Labor Code
12 section 210;

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

15 41. For attorneys' fees pursuant to California Code of Civil Procedure section
16 1021.5, or as otherwise provided by law; and

17 42. For such other and further relief as the Court may deem equitable and
18 appropriate.

19 **As to the Seventh Cause of Action**

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

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

25 45. For pre-judgment interest on any unpaid business-related expenses from the
26 date such amounts were due pursuant to California Labor Code section 2802(b), or as
27 otherwise provided by law;

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

1 proof;

2 47. For attorneys' fees and costs pursuant to California Labor Code section
3 2802(c), or as otherwise provided by law; and

4 48. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 **As to the Eighth Cause of Action**

7 49. That the Court declare, adjudge and decree that Defendants violated the
8 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
9 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all
10 hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7,
11 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198
12 (by failing to provide accurate wage statements and maintain accurate payroll records); 201
13 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely
14 pay all earned wages during employment); and 2802 (by failing to reimburse business
15 expenses);

16 50. For civil penalties pursuant to the California Labor Code, including sections
17 210, 226.3, 256, 558, 1174.5, 1197.1, 2699(a), (f), and (k), for violations of California Labor
18 Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
19 1197.1, 1198, and 2802;

20 51. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
21 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
22 sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
23 1198, and 2802;

24 52. For attorneys' fees and costs pursuant to California Labor Code section
25 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
26 Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
27 1197.1, 1198, and 2802;

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

1 54. For such other and further relief as the Court may deem equitable and
2 appropriate.

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

4 55. That the Court declare, adjudge and decree that Defendants' conduct of failing
5 to provide Plaintiff and class members all minimum wages due to them, failing to provide
6 Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class
7 members to take all rest periods, failing to provide Plaintiff and class members accurate and
8 complete wage statements, failing to maintain accurate payroll records for Plaintiff and class
9 members, failing to timely pay Plaintiff and class members all earned wages during
10 employment, and failing to reimburse Plaintiff and class members for business-related
11 expenses, constitutes an unlawful business practice in violation of California Business and
12 Professions Code sections 17200, *et seq.*;

13 56. For restitution of unpaid wages to Plaintiff and all class members and
14 prejudgment interest from the day such amounts were due and payable;

15 57. For the appointment of a receiver to receive, manage, and distribute any and all
16 funds disgorged from Defendants and determined to have been wrongfully acquired by
17 Defendants as a result of violations of California Business & Professions Code sections
18 17200, *et seq.*;

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

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

23 **As to the Tenth Cause of Action**

24 60. That the Court declare, adjudge and decree that Defendants' conduct of denying
25 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
26 an unfair business practice in violation of California Business and Professions Code sections
27 17200, *et seq.*;

28 61. For restitution of the statutory benefits under section 226.7 unfairly withheld

1 from Plaintiff and class members and prejudgment interest from the day such amounts were
2 due and payable;

3 62. For the appointment of a receiver to receive, manage, and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violations of California Business & Professions Code sections
6 17200, *et seq.*;

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

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

10 65. For such other and further relief as the Court may deem equitable and
11 appropriate.

12
13 Dated: February 25, 2025

Respectfully submitted,

14 Capstone Law APC

15
16 By: 
17 Orlando Villalba
18 Helga Hakimi
19 Jaime Castaneda
20 Attorneys for Plaintiff Tyrone Webb
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EXHIBIT “1”



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

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

December 18, 2024

VIA ONLINE SUBMISSION

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

Subject: *Tyrone Webb v. EY 2 Enterprises, Inc., et al.*

Dear PAGA Administrator:

This office represents Tyrone Webb in connection with his claims under the California Labor Code. Mr. Webb was an employee of EY 2 ENTERPRISES, INC.; EY ENTERPRISES, INC.; YUEN'S ENTERPRISE ONE, INC.; YUEN'S ENTERPRISE TWO, INC.; YUEN'S ENTERPRISE THREE, INC.; and/or YUEN'S ENTERPRISE EIGHT, INC. For the purpose of this letter, Mr. Webb collectively refers to these entities as "EY."

The employers may be contacted directly at the addresses below:

EY 2 ENTERPRISES, INC.
19782 E. ARBOR RIDGE DRIVE
WALNUT, CA 91789

EY 2 ENTERPRISES, INC.
1307 W. 6TH ST 143C
CORONA, CA 92882-3168

EY ENTERPRISES, INC.
400 N. MCKINLEY ST
CORONA, CA 92879

EY ENTERPRISES, INC.
1307 W. 6TH ST 143C
CORONA, CA 92882-3168

YUEN'S ENTERPRISE ONE, INC.
19782 E ARBOR RIDGE DR
WALNUT, CA 91789

YUEN'S ENTERPRISE TWO, INC.
19782 EAST ARBOR RIDGE DRIVE
WALNUT, CA 91789

YUEN'S ENTERPRISE THREE, INC.
19782 EAST ARBOR RIDGE DRIVE
WALNUT, CA 91798

YUEN'S ENTERPRISE THREE, INC.
1307 W. 6TH ST STE 143C
CORONA, CA 92882-3168

YUEN'S ENTERPRISE EIGHT, INC.
19782 ARBOR RIDGE DR.
WALNUT, CA 91798

YUEN'S ENTERPRISE EIGHT, INC.
1307 W. 6TH ST STE 143C
CORONA, CA 92882-3168

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

EY employed Mr. Webb as an hourly paid, non-exempt employee from approximately January 2024 to July 2024. Mr. Webb worked for EY as a Crew Member at its McDonald's restaurant in Corona, California. During his employment, Mr. Webb typically worked three (3) to six (6) hours per day and two (2) days or more per week. Mr. Webb was compensated approximately \$20.00 per hour at the time his employment ended. His job duties included, without limitation, assisting customers with food orders, taking orders to curbside pick-up, and cleaning.

EY committed each of the following Labor Code violations against Mr. Webb, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

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

EY 2 ENTERPRISES, INC.; EY ENTERPRISES, INC.; YUEN'S ENTERPRISE ONE, INC.; YUEN'S ENTERPRISE TWO, INC.; YUEN'S ENTERPRISE THREE, INC.; and YUEN'S ENTERPRISE EIGHT, INC. are California corporations. Together, EY owns and operates about 15 McDonald's franchise restaurant locations in California. Upon information and belief, EY maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Walnut, California, or Corona, California, for all non-exempt, hourly paid employees working for EY in California, including Mr. Webb and other aggrieved employees. At all relevant times, EY issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Webb and other aggrieved employees, regardless of their location or position.

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

¹ These facts, theories, and claims are based on Mr. Webb's experience and counsel's review of those records currently available relating to Mr. Webb'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. Webb reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the Industrial Welfare Commission (“IWC”). The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in 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)(M) (defining “Hours Worked”).

During the relevant time period, EY had, and continues to have, a company-wide policy and/or practice of requiring Mr. Webb and other aggrieved employees to perform various work-related tasks while off-the-clock, including before their shifts. For example, EY’s timekeeping system sometimes locked out Mr. Webb and other aggrieved employees and prevented them from clocking in at their scheduled shift start-times, forcing Mr. Webb and other aggrieved employees to find a manager and wait off-the-clock for a few minutes for them to override the timekeeping system in order to clock in.

Further, EY has a company-wide security policy where only managerial employees were issued keys to lock and unlock the restaurants, causing Mr. Webb and other aggrieved employees to wait off-the-clock for the restaurant to open on days they were the first to arrive. For example, on at least one (1) occasion, Mr. Webb arrived at the restaurant at his scheduled shift-start time but had to wait for a managerial employee to arrive and unlock the restaurant’s doors before he could clock in for his shift. As a result, Mr. Webb and other aggrieved employees were subject to EY’s control before they clocked in for their shifts, but were not compensated for this time.

EY knew or should have known that as a result of these company-wide practices and/or policies, Mr. Webb and other aggrieved employees were performing their assigned duties off-the-clock before their shifts, and were suffered or permitted to perform work for which they were not paid. Accordingly, EY regularly failed to pay at least minimum wages to Mr. Webb 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. Webb and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring EY into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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

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

Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, on information and belief, EY had, and continues to have, a company-wide policy and/or practice of understaffing its restaurants while assigning heavy workloads, resulting in a failure to provide Mr. Webb and other aggrieved employees with adequate meal period coverage. Because EY did not employ or staff a sufficient number of employees to meet demand, there was no one available to relieve employees needing meal period coverage, and Mr. Webb and other aggrieved employees were not always afforded timely, uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Additionally, EY, on a company-wide basis, had a practice of failing to schedule meal periods, which further caused Mr. Webb and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Mr. Webb and other aggrieved employees have had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, on information and belief, Mr. Webb sometimes took his meal periods late, after having worked in excess of five (5) hours into his shift, due to lack of coverage and the number of customers he had to assist. Mr. Webb 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.

At all times herein mentioned, EY knew or should have known that, as a result of these policies, Mr. Webb and other aggrieved employees were prevented from being relieved of all duties to take timely, uninterrupted meal periods. EY further knew or should have known that it did not pay Mr. Webb and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, EY engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Webb and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

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

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

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any

rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

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

During the relevant time period, EY regularly failed to authorize and permit Mr. Webb 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, EY’s company-wide use of understaffing while assigning heavy workloads resulted in a lack of rest period coverage and prevented Mr. Webb and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. EY also failed to schedule rest periods, which, coupled with EY’s failure to provide adequate rest period coverage, further led to Mr. Webb and other aggrieved employees not being authorized and permitted to take rest periods.

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

As a result of EY’s practices and policies, Mr. Webb 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, Mr. Webb had to cut his rest periods short due to lack of coverage.

EY has also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Webb and other aggrieved employees have not received premium pay for all missed rest periods.

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

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

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. 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, EY has knowingly and intentionally provided Mr. Webb and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, EY issued uniform wage statements to Mr. Webb 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 minimum wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, EY violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

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

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

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” At all relevant times, and in violation of Labor Code section 1174(d), EY willfully failed to maintain accurate payroll records for Mr. Webb 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, EY 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. Webb and other aggrieved employees, in violation of section 1198.

Because EY failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Webb 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. Webb 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. Webb and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring EY into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

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

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

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

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

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

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

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

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

Violation of California Labor Code § 2802 – Unreimbursed Business 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."

First, during the relevant time period, EY had a company-wide policy of requiring Mr. Webb 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 EY failed to reimburse them for the costs of their work-related mobile device expenses. For example, Mr. Webb was required to use his personal mobile device to communicate with EY's management regarding work-related issues and confirm orders with drive-thru customers. Although EY required Mr. Webb and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, EY failed to reimburse them for these costs.

Second, during the relevant time period, EY, on a company-wide basis, required that Mr. Webb and other aggrieved employees use their own personal vehicles to run company errands. For example, about four (4) times during the relevant time period, Mr. Webb was required to use his personal vehicle and drive to Home Depot to purchase parts needed to fix the freezer door and restroom door at EY's restaurant. Although EY required Mr. Webb and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, EY failed to reimburse them for their mileage or travel expenses.

EY could have provided Mr. Webb and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles, or, EY could have reimbursed employees for the costs of their mobile device usage, mileage, and travel expenses. Instead, EY passed these operating costs onto Mr. Webb and other aggrieved employees. At all relevant times, Mr. Webb did not earn at least two (2) times the minimum wage.

Thus, EY 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. Webb and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring EY into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

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

Accordingly, Mr. Webb 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(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Webb 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 EY for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Webb 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:

Anthony Castillo
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 "Anthony Castillo", with a stylized, cursive script.

Anthony Castillo

Copy: EY 2 ENTERPRISES, INC. (via U.S. Certified Mail); EY ENTERPRISES, INC. (via U.S. Certified Mail); YUEN'S ENTERPRISE ONE, INC. (via U.S. Certified Mail); YUEN'S ENTERPRISE TWO, INC. (via U.S. Certified Mail); YUEN'S ENTERPRISE THREE, INC. (via U.S. Certified Mail); YUEN'S ENTERPRISE EIGHT, INC. (via U.S. Certified Mail)

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1. 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 (00)	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
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Capstone Law APC
 1875 Century Park, East, 1000
 Los Angeles, CA, 90067

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 1307 W. 6TH ST 143C
 CORONA, CA 92882-3168

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Capstone Law, APC
1875 Century Park, East, 1000
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Web V.
 C.A. Edwards
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9590 9402 8803 4005 5742 17 2. Article Number (Transfer from service label) 7022 2410 0000 2265 1196		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 ☐ All Restricted Delivery	

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9590 9402 8803 4005 5742 24 2. Article Number (Transfer from service label) 7022 2410 0000 2265 1202 PS Form 3811, July 2020 PSN 7530-02-000-9053	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 ☐ Restricted Delivery Mail ☐ Mail Restricted Delivery (00) Domestic Return Receipt

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

YUEN'S ENTERPRISE TWO, INC.
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☐ **Signature** _____

☐ **Adults** _____

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CORONA, CA 92882-3168

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9590 9402 8803 4005 5742 55 2. Article Number (Transfer from service label) 7022 2410 0000 2265 1233	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
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9590 9402 8803 4005 5742 62 2. Article Number (Transfer from service label) 7022 2410 0000 2265 1240	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 ☐ Mail Restricted Delivery
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Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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☐ Adult Signature Restricted Delivery

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

YUEN'S ENTERPRISE EIGHT, INC.

19782 ARBOR RIDGE DR.

WALNUT, CA 91798

9590 9402 8803 4005 5742 55

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1233

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

Domestic Return Receipt

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

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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.

YUEN'S ENTERPRISE THREE, INC.

1307 W. 6TH ST STE 143C

CORONA, CA 92882-3168

9590 9402 8803 4005 5742 48

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1226

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

Domestic Return Receipt

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

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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.

YUEN'S ENTERPRISE ONE, INC.

19782 E ARBOR RIDGE DR

WALNUT, CA 91789

9590 9402 8803 4005 5742 17

Article Number (Transfer from service label)

7022 2410 0000 2265 1196

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

Domestic Return Receipt

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

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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.

YUEN'S ENTERPRISE EIGHT, INC.

1307 W. 6TH ST STE 143C

CORONA, CA 92882-3168

9590 9402 8803 4005 5742 62

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1240

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

Domestic Return Receipt

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

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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.

YUEN'S ENTERPRISE TWO, INC.

19782 EAST ARBOR RIDGE DRIVE

WALNUT, CA 91789

9590 9402 8803 4005 5742 24

Article Number (Transfer from service label)

7022 2410 0000 2265 1202

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

Domestic Return Receipt

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

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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.

YUEN'S ENTERPRISE THREE, INC.

19782 EAST ARBOR RIDGE DRIVE

WALNUT, CA 91798

9590 9402 8803 4005 5742 31

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1219

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

Domestic Return Receipt

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

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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.

EY ENTERPRISES, INC.
1307 W. 6TH ST 143C
CORONA, CA 92882-3168



9590 9402 8803 4005 5742 00

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1188

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ A

☐ /

B. Received by (Printed Name)

Debra G

C. Date

11

D. Is delivery address different from item 1?
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

Mail

Mail Restricted Delivery

(0)

Don

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.

EY 2 ENTERPRISES, INC.
1307 W. 6TH ST 143C
CORONA, CA 92882-3168



9590 9402 7706 2122 1529 06

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1165

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)

Ofelia Co

C. Date of Delivery

12-26-24

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

Mail Restricted Delivery (00)

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **February 25, 2025**, I served the document described as:
**FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION
UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE
§§ 2698, ET SEQ.**

on the interested parties in this action by sending a true copy thereof to interested parties as follows:

Elizabeth Yuen
Eddie P. Yuen
Terry Yuen
Stephanie Yuen
19782 Arbor Ridge Drive
Walnut, CA 91789

Attorneys for Defendant,
EY 2 ENTERPRISES, INC.
EY ENTERPRISES, INC.
YUEN'S ENTERPRISE ONE, INC.
YUEN'S ENTERPRISE TWO, INC.
YUEN'S ENTERPRISE THREE, INC.
YUEN'S ENTERPRISE EIGHT, INC.

☒ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order Authorizing Electronic Service, the above named document(s) has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission of these documents to the Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original document(s) and proof of service in our office.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **February 25, 2025**, at Los Angeles, California.

Riley McIntire
Type/Print Name


Signature