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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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 1875 Century Park, East, 1000
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EY 2 ENTERPRISES, INC.
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Capstone Law, APC
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☐ Return Receipt (electronic)	
☐ Certified Mail	
☐ Adult Sign	
☐ Insured Sign	
Postage	\$
Total Postage	\$
Sent to	
Street and Apt	
City, State, ZIP	
EY ENTERPRISES, INC. 400 N. MCKINLEY ST CORONA, CA 92879	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Web V.
 C.A. Edwards
 Postmark

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. EY ENTERPRISES, INC. 1307 W. 6TH ST 143C CORONA, CA 92882-3168	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
9590 9402 8803 4005 5742 00 2. Article Number (Transfer from service label) 7022 2410 0000 2265 1189	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 Restricted Delivery
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

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

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



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 7022 2410 0000 2265 1189

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☐ Return Receipt (hardcopy)	
☐ Return Receipt (electronic)	
☐ Certified	
☐ Collect on Delivery	
☐ Adult Signature	
Postage	\$
Total Postage	\$
Sent to	
Street and/or	
City, State, ZIP+4®	
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EY ENTERPRISES, INC.
 1307 W. 6TH ST 143C
 CORONA, CA 92882-3168

Postmark

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.	A. Signature ☐ Agent ☐ Addressee
	B. Received by (<i>Printed Name</i>)
	C. Date of Delivery
	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
YUEN'S ENTERPRISE ONE, INC. 19782 E ARBOR RIDGE DR WALNUT, CA 91789	
 9590 9402 8803 4005 5742 17	E. Service Type ☐ Adult Signature ☒ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
2. Article Number (<i>Transfer from service label</i>) 7022 2410 0000 2265 1176	all Restricted Delivery
PS Form 3811, July 2020 PSN 7530-02-000-9053	
Domestic Return Receipt	

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



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7022 2410 0000 2265 1196
7022 2410 0000 2265 1196
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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. YUEN'S ENTERPRISE TWO, INC. 19782 EAST ARBOR RIDGE DRIVE WALNUT, CA 91789	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
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

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 Los Angeles, CA. 90067

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



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 7022 2410 0000 2265 1202

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Postage Service & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ ☐ Return Receipt (electronic) \$ ☐ Adult Signature \$ ☐ Adult Signature Restricted Delivery \$ ☐ Certified Mail \$ ☐ Certified Mail Restricted Delivery \$ ☐ Collect on Delivery \$ ☐ Collect on Delivery Restricted Delivery \$ ☐ Mail Restricted Delivery (00) Postmark	Sent To YUEN'S ENTERPRISE TWO, INC. 19782 EAST ARBOR RIDGE DRIVE WALNUT, CA 91789
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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

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



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Extra Services & Fees (check box, add figure where appropriate)
☐ Return Receipt (hardcopy) \$
☐ Signature Confirmation (hardcopy) \$
☐ Adult Sign. \$
☐ Adult Sign. \$
☐ Adult Sign. \$

Postage \$
Certified Mail Fee \$
Total Postage \$
Sent To \$
YUEN'S ENTERPRISE THREE, INC.
19782 EAST ARBOR RIDGE DRIVE
WALNUT, CA 91798

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. 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	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 Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

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

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



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7022 2410 0000 2265 1226

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Postage First Class & First Class® (indicate box, and fee as appropriate) Second Class (indicate box, and fee as appropriate) Third Class (indicate box, and fee as appropriate) Fourth Class (indicate box, and fee as appropriate) Priority Mail Express® (indicate box, and fee as appropriate) Registered Mail™ (indicate box, and fee as appropriate) Signature Confirmation™ (indicate box, and fee as appropriate) Signature Confirmation Restricted Delivery (indicate box, and fee as appropriate) Adult Signature (indicate box, and fee as appropriate) Adult Signature Restricted Delivery (indicate box, and fee as appropriate) Collect on Delivery (indicate box, and fee as appropriate) Collect on Delivery Restricted Delivery (indicate box, and fee as appropriate) Mail Restricted Delivery (indicate box, and fee as appropriate) Other (indicate box, and fee as appropriate)	Webb BY En Postmark
YUEN'S ENTERPRISE THREE, INC 1307 W. 6TH ST STE 143C CORONA, CA 92882-3168	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. YUEN'S ENTERPRISE EIGHT, INC. 19782 ARBOR RIDGE DR. WALNUT, CA 91798	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
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
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

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 Los Angeles, CA 90067

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

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE	
CERTIFIED MAIL®	
7022 2410 0000 2265 1233 7022 2410 0000 2265 1233	
U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com®	OFFICIAL USE Certified Mail Fee \$ Extra Services & Fees (check box, and please appropriate) ☐ Return Receipt (hardcopy) \$ ☐ Restricted Delivery (hardcopy) \$ ☐ Collect on Delivery \$ ☐ Mail to be ☐ Mail to be ☐ Mail to be Postage \$ Total Postage \$ Sent to \$ Street and A City, State, ZIP YUEN'S ENTERPRISE EIGHT, INC. 19782 ARBOR RIDGE DR. WALNUT, CA 91798 Webb 12-12-2021 Postmark
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return this card to you. YUEN'S ENTERPRISE EIGHT, INC. 1307 W. 6TH ST STE 143C CORONA, CA 92882-3168	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
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
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

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 Los Angeles, CA. 90067

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

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

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 7022 2410 0000 2265 1240

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Certified Mail Fee \$
 Extra Services \$ (Enter fee and fee as appropriate)
☐ Return Receipt (hardcopy) ☐ Return Receipt (electronic)
☐ Certified ☐ Insured ☐ Adult Signature
 Postmark \$
 Signature *Wbb Y. Evt*
 Street and City, State

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

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