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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 Giselle Justo

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

GISELLE JUSTO, 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.

WALNUT CREEK GREEK EATS LLC, a
California limited liability company;
CLAYTON GREEK EATS LLC, a
California limited liability company; BALY
LLC, a California limited liability
company; BALY BREAKFAST LLC, a
California limited liability company;
CASTRO VALLEY GREEK EATS LLC, a
California limited liability company;
CONCORD GREEK EATS LLC, a
California limited liability company;
DANVILLE GREEK EATS LLC, a
California limited liability company;
DAVIS GREEK EATS LLC, a California
limited liability company; DUBLIN
GREEK EATS LLC, a California limited
liability company; GREEK EATS AT
OYSTER POINT INC., a California
corporation; VACAVILLE NT GREEK
EATS LLC, a California limited liability
company; NICK THE GREEK ALMADEN
LLC, a California limited liability
company; NICK THE GREEK BASCOM
LLC, a California limited liability
company; NICK THE GREEK BERNAL

Case No.: 24CV452900

**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 §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of Labor Code § 1198 and California Code of Regulations, Title 8, Section 11050 Subdivision 5(A) (Failure to Provide Reporting Time Pay);

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LLC, a California limited liability company; NICK THE GREEK REDWOOD CITY LLC, a California limited liability company; NICK THE GREEK SANTA CLARA LLC, a California limited liability company; NICK THE GREEK SUNNYVALE LLC, a California limited liability company; NICK THE GREEK VALLEY FAIR LLC, a California limited liability company; NICK THE GREEK WILLOW GLEN LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Giselle Justo, 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.

23 3. Venue is proper in this Court, because Defendants filed Statement of
24 Information forms with the California Secretary of State designating a principal place of
25 business in San Jose, County of Santa Clara, in accordance with California Corporations Code
26 section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because
27 Defendants employ persons in this county, and employed Plaintiff in this county, and thus a
28 substantial portion of the transactions and occurrences related to this action occurred in this

1 county.

2 **THE PARTIES**

3 4. Plaintiff Giselle Justo is a resident of Concord, in Contra Costa County,
4 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
5 approximately September 2022 to June 2024. Plaintiff worked for Defendants as a Cashier at
6 their restaurants in Walnut Creek, California and Concord, California. During her
7 employment, Plaintiff typically worked eight (8) hours to ten (10) hours or more per day and
8 five (5) to six (6) days per week. Plaintiff's primary job duties included, without limitation,
9 taking and serving customer orders, packaging online orders, cooking food, cleaning, and
10 restocking.

11 5. WALNUT CREEK GREEK EATS LLC was and is, upon information and belief,
12 a California limited liability company, and at all times hereinafter mentioned, an employer
13 whose employees are engaged throughout this county and the State of California.

14 6. CLAYTON GREEK EATS LLC was and is, upon information and belief, a
15 California limited liability company, and at all times hereinafter mentioned, an employer whose
16 employees are engaged throughout this county and the State of California.

17 7. BALY LLC was and is, upon information and belief, a California limited
18 liability company, and at all times hereinafter mentioned, an employer whose employees are
19 engaged throughout this county and the State of California.

20 8. BALY BREAKFAST LLC was and is, upon information and belief, a
21 California limited liability company, and at all times hereinafter mentioned, an employer
22 whose employees are engaged throughout this county and the State of California.

23 9. CASTRO VALLEY GREEK EATS LLC was and is, upon information and
24 belief, a California limited liability company, and at all times hereinafter mentioned, an
25 employer whose employees are engaged throughout this county and the State of California.

26 10. CONCORD GREEK EATS LLC was and is, upon information and belief, a
27 California limited liability company, and at all times hereinafter mentioned, an employer
28 whose employees are engaged throughout this county and the State of California.

11. DANVILLE GREEK EATS LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

12. DAVIS GREEK EATS LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

13. DUBLIN GREEK EATS LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

14. GREEK EATS AT OYSTER POINT INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

15. VACAVILLE NT GREEK EATS LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

16. NICK THE GREEK ALMADEN LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

17. NICK THE GREEK BASCOM LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

18. NICK THE GREEK BERNAL LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

19. NICK THE GREEK REDWOOD CITY LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

20. NICK THE GREEK SANTA CLARA LLC was and is, upon information and

1 belief, a California limited liability company, and at all times hereinafter mentioned, an
2 employer whose employees are engaged throughout this county and the State of California.

3 21. NICK THE GREEK SUNNYVALE LLC was and is, upon information and
4 belief, a California limited liability company, and at all times hereinafter mentioned, an
5 employer whose employees are engaged throughout this county and the State of California.

6 22. NICK THE GREEK VALLEY FAIR LLC was and is, upon information and
7 belief, a California limited liability company, and at all times hereinafter mentioned, an
8 employer whose employees are engaged throughout this county and the State of California.

9 23. NICK THE GREEK WILLOW GLEN LLC was and is, upon information and
10 belief, a California limited liability company, and at all times hereinafter mentioned, an
11 employer whose employees are engaged throughout this county and the State of California.

12 24. Plaintiff is unaware of the true names or capacities of the Defendants sued
13 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
14 amend the complaint and serve such fictitiously named Defendants once their names and
15 capacities become known.

16 25. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
17 were the partners, agents, owners, or managers of WALNUT CREEK GREEK EATS LLC;
18 CLAYTON GREEK EATS LLC; BALY LLC; BALY BREAKFAST LLC; CASTRO
19 VALLEY GREEK EATS LLC; CONCORD GREEK EATS LLC; DANVILLE GREEK
20 EATS LLC; DAVIS GREEK EATS LLC; DUBLIN GREEK EATS LLC; GREEK EATS AT
21 OYSTER POINT INC.; VACAVILLE NT GREEK EATS LLC; NICK THE GREEK
22 ALMADEN LLC; NICK THE GREEK BASCOM LLC; NICK THE GREEK BERNAL LLC;
23 NICK THE GREEK REDWOOD CITY LLC; NICK THE GREEK SANTA CLARA LLC;
24 NICK THE GREEK SUNNYVALE LLC; NICK THE GREEK VALLEY FAIR LLC; and
25 NICK THE GREEK WILLOW GLEN LLC, at all relevant times.

26 26. Plaintiff is informed and believes, and thereon alleges, that each and all of the
27 acts and omissions alleged herein was performed by, or is attributable to, WALNUT CREEK
28 GREEK EATS LLC; CLAYTON GREEK EATS LLC; BALY LLC; BALY BREAKFAST

1 LLC; CASTRO VALLEY GREEK EATS LLC; CONCORD GREEK EATS LLC;
2 DANVILLE GREEK EATS LLC; DAVIS GREEK EATS LLC; DUBLIN GREEK EATS
3 LLC; GREEK EATS AT OYSTER POINT INC.; VACAVILLE NT GREEK EATS LLC;
4 NICK THE GREEK ALMADEN LLC; NICK THE GREEK BASCOM LLC; NICK THE
5 GREEK BERNAL LLC; NICK THE GREEK REDWOOD CITY LLC; NICK THE GREEK
6 SANTA CLARA LLC; NICK THE GREEK SUNNYVALE LLC; NICK THE GREEK
7 VALLEY FAIR LLC; NICK THE GREEK WILLOW GLEN LLC and/or DOES 1 through 10
8 (collectively, “Defendants” or “NICK THE GREEK”), each acting as the agent, employee,
9 alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants
10 and was acting within the course and scope of such agency, employment, joint venture, or
11 concerted activity with legal authority to act on the others’ behalf. The acts of any and all
12 Defendants were in accordance with, and represent, the official policy of Defendants.

13 27. At all relevant times, Defendants, and each of them, ratified each and every act
14 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
15 and abetted the acts and omissions of each and all the other Defendants in proximately causing
16 the damages herein alleged.

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

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

1 to Plaintiff and class members under the law.

2 30. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
3 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
4 members because Defendants have:

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

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

23 32. WALNUT CREEK GREEK EATS LLC; CLAYTON GREEK EATS LLC;
24 BALY LLC; BALY BREAKFAST LLC; CASTRO VALLEY GREEK EATS LLC;
25 CONCORD GREEK EATS LLC; DANVILLE GREEK EATS LLC; DAVIS GREEK EATS
26 LLC; DUBLIN GREEK EATS LLC; GREEK EATS AT OYSTER POINT INC.;
27 VACAVILLE NT GREEK EATS LLC; NICK THE GREEK ALMADEN LLC; NICK THE
28 GREEK BASCOM LLC; NICK THE GREEK BERNAL LLC; NICK THE GREEK

1 REDWOOD CITY LLC; NICK THE GREEK SANTA CLARA LLC; NICK THE GREEK
2 SUNNYVALE LLC; NICK THE GREEK VALLEY FAIR LLC; NICK THE GREEK
3 WILLOW GLEN LLC; and DOES 1 through 10 are therefore alter egos of each other.

4 33. Adherence to the fiction of the separate existence of Defendants would permit
5 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
6 from liability for the wrongful acts committed by them under the name NICK THE GREEK.

7 34. Plaintiff further alleges, upon information and belief, that Defendants
8 WALNUT CREEK GREEK EATS LLC; CLAYTON GREEK EATS LLC; BALY LLC;
9 BALY BREAKFAST LLC; CASTRO VALLEY GREEK EATS LLC; CONCORD GREEK
10 EATS LLC; DANVILLE GREEK EATS LLC; DAVIS GREEK EATS LLC; DUBLIN
11 GREEK EATS LLC; GREEK EATS AT OYSTER POINT INC.; VACAVILLE NT GREEK
12 EATS LLC; NICK THE GREEK ALMADEN LLC; NICK THE GREEK BASCOM LLC;
13 NICK THE GREEK BERNAL LLC; NICK THE GREEK REDWOOD CITY LLC; NICK
14 THE GREEK SANTA CLARA LLC; NICK THE GREEK SUNNYVALE LLC; NICK THE
15 GREEK VALLEY FAIR LLC; and NICK THE GREEK WILLOW GLEN LLC are alter egos
16 of each other for the following reasons:

17 (a) On the California Secretary of State's website
18 (<https://bizfileonline.sos.ca.gov/>), WALNUT CREEK GREEK EATS
19 LLC; CLAYTON GREEK EATS LLC; BALY LLC; BALY
20 BREAKFAST LLC; CASTRO VALLEY GREEK EATS LLC;
21 CONCORD GREEK EATS LLC; DANVILLE GREEK EATS LLC;
22 DAVIS GREEK EATS LLC; DUBLIN GREEK EATS LLC; GREEK
23 EATS AT OYSTER POINT INC.; VACAVILLE NT GREEK EATS
24 LLC; NICK THE GREEK ALMADEN LLC; NICK THE GREEK
25 BASCOM LLC; NICK THE GREEK BERNAL LLC; NICK THE
26 GREEK REDWOOD CITY LLC; NICK THE GREEK SANTA
27 CLARA LLC; NICK THE GREEK SUNNYVALE LLC; NICK THE
28 GREEK VALLEY FAIR LLC; and NICK THE GREEK WILLOW

1 GLEN LLC have the same principal and mailing addresses, “5765
2 WINFIELD BLVD., [SUITE 4], SAN JOSE, CA 95123”;

3 (b) On the California Secretary of State’s website, WALNUT CREEK
4 GREEK EATS LLC; CLAYTON GREEK EATS LLC; BALY LLC;
5 BALY BREAKFAST LLC; CASTRO VALLEY GREEK EATS LLC;
6 CONCORD GREEK EATS LLC; DANVILLE GREEK EATS LLC;
7 DAVIS GREEK EATS LLC; DUBLIN GREEK EATS LLC; GREEK
8 EATS AT OYSTER POINT INC.; VACAVILLE NT GREEK EATS
9 LLC; share the same agent for service of process, “BRIAN
10 SKARBEEK”;

11 (c) On the California Secretary of State’s website, NICK THE GREEK
12 ALMADEN LLC; NICK THE GREEK BASCOM LLC; NICK THE
13 GREEK BERNAL LLC; NICK THE GREEK REDWOOD CITY LLC;
14 NICK THE GREEK SANTA CLARA LLC; NICK THE GREEK
15 SUNNYVALE LLC; NICK THE GREEK VALLEY FAIR LLC; and
16 NICK THE GREEK WILLOW GLEN LLC share the same agent for
17 service of process, “NICHOLAS TSIGARIS”;

18 (d) According to Statement of Information forms filed with the California
19 Secretary of State, NICK THE GREEK ALMADEN LLC; NICK THE
20 GREEK BASCOM LLC; NICK THE GREEK BERNAL LLC; NICK
21 THE GREEK REDWOOD CITY LLC; NICK THE GREEK SANTA
22 CLARA LLC; NICK THE GREEK SUNNYVALE LLC; NICK THE
23 GREEK VALLEY FAIR LLC; and NICK THE GREEK WILLOW
24 GLEN LLC share the same managers, and/or members, including, but
25 not limited to, Nicholas [G] Tsigaris; Nicholas [E] TSIGARIS; and Nick
26 [P] Tsigaris;

27 (e) According to Statement of Information forms filed with the California
28 Secretary of State, WALNUT CREEK GREEK EATS LLC;

1 CLAYTON GREEK EATS LLC; BALY BREAKFAST LLC; CASTRO
2 VALLEY GREEK EATS LLC; CONCORD GREEK EATS LLC;
3 DANVILLE GREEK EATS LLC; DAVIS GREEK EATS LLC;
4 DUBLIN GREEK EATS LLC; and VACAVILLE NT GREEK EATS
5 LLC share the same managers, and/or members, including, but not
6 limited to, BALY LLC; and

7 (f) On information and belief, WALNUT CREEK GREEK EATS LLC;
8 CLAYTON GREEK EATS LLC; BALY LLC; BALY BREAKFAST
9 LLC; CASTRO VALLEY GREEK EATS LLC; CONCORD GREEK
10 EATS LLC; DANVILLE GREEK EATS LLC; DAVIS GREEK EATS
11 LLC; DUBLIN GREEK EATS LLC; GREEK EATS AT OYSTER
12 POINT INC.; VACAVILLE NT GREEK EATS LLC; NICK THE
13 GREEK ALMADEN LLC; NICK THE GREEK BASCOM LLC; NICK
14 THE GREEK BERNAL LLC; NICK THE GREEK REDWOOD CITY
15 LLC; NICK THE GREEK SANTA CLARA LLC; NICK THE GREEK
16 SUNNYVALE LLC; NICK THE GREEK VALLEY FAIR LLC; and
17 NICK THE GREEK WILLOW GLEN LLC utilize the same
18 standardized employment forms and issue the same employment
19 policies.

20 **GENERAL ALLEGATIONS**

21 35. Defendants are a fast casual restaurant chain that serves Greek cuisine at more
22 than 65 locations throughout California. Upon information and belief, Defendants maintain a
23 single, centralized Human Resources (“HR”) department at their company headquarters in San
24 Jose, California, which is responsible for the recruiting and hiring of new employees, and
25 communicating and implementing Defendants’ company-wide policies, including timekeeping
26 policies and meal and rest period policies, to employees throughout California.

27 36. In particular, Plaintiff and class members, on information and belief, received
28 the same standardized documents and/or written policies. Upon information and belief, the

1 usage of standardized documents and/or written policies, including new-hire documents,
2 indicate that Defendants dictated policies at the corporate level and implemented them
3 company-wide, regardless of their employees' assigned locations or positions. Upon
4 information and belief, Defendants set forth uniform policies and procedures in several
5 documents provided at an employee's time of hire.

6 37. Upon information and belief, Defendants maintain a centralized Payroll
7 department at their company headquarters in San Jose, California, which processes payroll for
8 all non-exempt, hourly paid employees working for Defendants at their various locations and
9 jobsites in California, including Plaintiff and class members. Based upon information and
10 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
11 employees in California, irrespective of their work locations. Upon information and belief,
12 Defendants process payroll for departing employees in the same manner throughout the State
13 of California, regardless of the manner in which each employee's employment ends.

14 38. Defendants continue to employ non-exempt or hourly paid employees in
15 California.

16 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
18 and advisors knowledgeable about California labor and wage law, employment and personnel
19 practices, and about the requirements of California law.

20 40. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
21 members were not paid for all hours worked because all hours worked were not recorded.

22 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive certain wages for
24 overtime compensation and that they were not receiving certain wages for overtime
25 compensation.

26 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to receive at least minimum
28 wages for compensation and that they were not receiving at least minimum wages for work

1 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
2 and class members were not paid at least minimum wages for work done off-the-clock.

3 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to meal periods in
5 accordance with the California Labor Code and applicable IWC Wage Order or payment of
6 one (1) additional hour of pay at their regular rates of pay when they were not provided with
7 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
8 were not provided with all meal periods or payment of one (1) additional hour of pay at their
9 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
10 period.

11 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to rest periods in
13 accordance with the California Labor Code and applicable IWC Wage Order or payment of
14 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
15 permitted to take a compliant rest period and that Plaintiff and class members were not
16 authorized and permitted to take compliant rest periods or provided with payment of one (1)
17 additional hour of pay at their regular rates of pay when they were not authorized and
18 permitted to take a compliant rest period.

19 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to receive complete and
21 accurate wage statements in accordance with California law. In violation of the California
22 Labor Code, Plaintiff and class members were not provided complete and accurate wage
23 statements.

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

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

1 should have known that Plaintiff and class members were entitled to timely payment of all
2 wages earned upon termination of employment. In violation of the California Labor Code,
3 Plaintiff and class members did not receive payment of all wages due, including, but not
4 limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting
5 time pay, within permissible time periods.

6 48. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to timely payment of wages
8 during their employment. In violation of the California Labor Code, Plaintiff and class
9 members did not receive payment of all wages, including, but not limited to, overtime wages,
10 minimum wages, meal and rest period premiums, and/or reporting time pay, within
11 permissible time periods.

12 49. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and class members were entitled to receive all reporting time
14 pay when Plaintiff and class members were required to report to work but were put to work
15 for less than half of their usual or scheduled shift. In violation of the California Labor Code
16 and applicable IWC Wage Order, Plaintiff and class members were not paid all reporting time
17 pay.

18 50. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to suitable resting facilities
20 to cease work and recover during meal or rest periods, but failed to provide suitable resting
21 facilities.

22 51. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive full
24 reimbursement for all business-related expenses and costs they incurred during the course and
25 scope of their employment and that they did not receive full reimbursement of applicable
26 business-related expenses and costs incurred.

27 52. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants knew or should have known that they had a duty to compensate

1 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
2 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
3 falsely represented to Plaintiff and class members that they were properly denied wages, all in
4 order to increase Defendants' profits.

5 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

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

22 (a) The aggrieved employee or representative shall give written notice by
23 online filing with the LWDA and by certified mail to the employer of
24 the specific provisions of the California Labor Code alleged to have
25 been violated, including the facts and theories to support the alleged
26 violation.

27 (b) An aggrieved employee's notice filed with the LWDA pursuant to
28 2699.3(a) and any employer response to that notice shall be

1 accompanied by a filing fee of seventy-five dollars (\$75).

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

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

- 14 (a) The aggrieved employee or representative shall give written notice by
15 online filing with the LWDA and by certified mail to the employer of
16 the specific provisions of the California Labor Code alleged to have
17 been violated (other than those listed in Section 2699.5), including the
18 facts and theories to support the alleged violation.
- 19 (b) An aggrieved employee's notice filed with the LWDA pursuant to
20 2699.3(c) and any employer response to that notice shall be
21 accompanied by a filing fee of seventy-five dollars (\$75).
- 22 (c) The employer may cure the alleged violation within thirty-three (33)
23 calendar days of the postmark date of the notice sent by the aggrieved
24 employee or representative. The employer shall give written notice
25 within that period of time by certified mail to the aggrieved employee or
26 representative and by online filing with the LWDA if the alleged
27 violation is cured, including a description of actions taken, and no civil
28 action pursuant to Section 2699 may commence. If the alleged violation

1 is not cured within the 33-day period, the aggrieved employee may
2 commence a civil action pursuant to Section 2699.

3 58. On December 17, 2024, Plaintiff provided written notice by online filing to the
4 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
5 Code alleged to have been violated, including facts and theories to support the alleged
6 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
7 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
8 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
9 Plaintiff PAGA Case Number LWDA-CM-1067973-24. A true and correct copy of Plaintiff's
10 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

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

14 60. Thus, Plaintiff has satisfied the administrative prerequisites under California
15 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
16 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
17 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

18 61. Labor Code section 558(a) provides "[a]ny employer or other person acting on
19 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
20 provision regulating hours and days of work in any order of the Industrial Welfare
21 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
22 dollars (\$50) for each underpaid employee for each pay period for which the employee was
23 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
24 underpaid employee for each pay period for which the employee was underpaid" Labor
25 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
26 to any other civil or criminal penalty provided by law."

27 62. Defendants, at all times relevant to this complaint, were employers or persons
28 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'

rights by violating various sections of the California Labor Code as set forth above.

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

64. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

CLASS ACTION ALLEGATIONS

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

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

67. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

68. Plaintiff's proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly 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").

69. Members of the Class and Subclass are referred to herein as "class members."

70. 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.

71. 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 required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;
- (b) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;
- (c) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (d) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (g) Whether Defendants failed to pay earned overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay due to Plaintiff and class members upon their discharge;
- (h) Whether Defendants failed timely to pay overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay due to Plaintiff and class members during their employment;
- (i) Whether Defendants required Plaintiff and class members to report to work, but failed to provide them with work or provided them with less than half their usual or scheduled day's work, without properly compensating them as required by California Code of Regulations, Title 8, section 11050(5);
- (j) Whether Defendants failed to provide Plaintiff and class members with

1 suitable resting facilities;

2 (k) Whether Defendants failed to reimburse Plaintiff and class members for
3 necessary and required business-related expenditures and/or losses
4 incurred by them in the scope of their employment;

5 (l) Whether Defendants engaged in unlawful and unfair business practices
6 in violation of California Business & Professions Code sections 17200,
7 *et seq.*; and

8 (m) The appropriate amount of damages, restitution, or monetary penalties
9 resulting from Defendants' violations of California law.

10 72. There is a well-defined community of interest in the litigation and the class
11 members are readily ascertainable:

12 (a) Numerosity: The class members are so numerous that joinder of all
13 members would be unfeasible and impractical. The membership of the
14 entire class is unknown to Plaintiff at this time; however, the class is
15 estimated to be greater than one hundred (100) individuals and the
16 identity of such membership is readily ascertainable by inspection of
17 Defendants' employment records.

18 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
19 protect the interests of each class member with whom she has a well-
20 defined community of interest, and Plaintiff's claims (or defenses, if
21 any) are typical of all class members as demonstrated herein.

22 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
23 protect the interests of each class member with whom she has a well-
24 defined community of interest and typicality of claims, as demonstrated
25 herein. Plaintiff acknowledges that she has an obligation to make
26 known to the Court any relationship, conflicts or differences with any
27 class member. Plaintiff's attorneys, the proposed class counsel, are
28 versed in the rules governing class action discovery, certification, and

1 settlement. Plaintiff has incurred, and throughout the duration of this
2 action, will continue to incur costs and attorneys' fees that have been,
3 are, and will be necessarily expended for the prosecution of this action
4 for the substantial benefit of each class member.

5 (d) Superiority: The nature of this action makes the use of class action
6 adjudication superior to other methods. A class action will achieve
7 economies of time, effort, and expense as compared with separate
8 lawsuits, and will avoid inconsistent outcomes because the same issues
9 can be adjudicated in the same manner and at the same time for the
10 entire class.

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

20 **FIRST CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

22 **(Against all Defendants)**

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

25 74. Labor Code section 1198 makes it illegal to employ an employee under
26 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
27 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
28 shall be the . . . standard conditions of labor for employees. The employment of any employee

1 . . . under conditions of labor prohibited by the order is unlawful.”

2 75. California Labor Code section 1198 and the applicable IWC Wage Order
3 provide that it is unlawful to employ persons without compensating them at a rate of pay
4 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
5 number of hours worked by the person on a daily or weekly basis.

6 76. Specifically, the applicable IWC Wage Order provides that Defendants are and
7 were required to pay Plaintiff and class members working more than eight (8) hours in a day
8 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
9 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
10 workweek.

11 77. The applicable IWC Wage Order further provides that Defendants are and were
12 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
13 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
14 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
15 employee, including nondiscretionary bonuses and incentive pay.

16 78. California Labor Code section 510 codifies the right to overtime compensation
17 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
18 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
19 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
20 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
21 in a day on the seventh (7th) day of work.

22 79. During the relevant time period, Defendants willfully failed to pay all overtime
23 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
24 class members were not paid overtime premiums for all of the hours they worked in excess of
25 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
26 hours in a week, because all hours worked were not recorded.

27 80. First, Defendants had, and continue to have, a company-wide policy and/or
28 practice requiring Plaintiff and class members to perform various work-related tasks while

1 off-the-clock. For example, when Plaintiff was required to split her workday between two of
2 Defendants' restaurant locations, Defendants' managers required her to clock out at the first
3 location and then drive to the second restaurant while off-the-clock, which would take about
4 20-25 minutes. As another example, about once or twice per month, after she had clocked
5 out, Plaintiff was required to drive to Defendants' other restaurant locations to drop off
6 ingredients and other supplies, which took about 10-15 minutes. Defendants did not allow
7 Plaintiff and class members to stay clocked in or otherwise record their time spent performing
8 these work duties. Thus, Defendants failed to track all of the time that employees spent
9 performing work-related tasks outside of their shifts, and Plaintiff and class members received
10 no compensation for this time.

11 81. Second, during the relevant period, Defendants had, and continue to have, a
12 company-wide policy and/or practice of understaffing their restaurants such that there were
13 too few employees on duty to handle the workload and attend to customers. Because
14 Defendants did not employ or staff a sufficient number of employees to meet customer
15 demand, there was no one available to relieve employees needing meal period coverage, and
16 Plaintiff and class members were not always afforded uninterrupted 30-minute meal periods
17 during shifts when they were entitled to receive a meal period. Also, Defendants has
18 systematically, and on a company-wide basis, understaffed their restaurants by adopting a
19 single-staffing model for some positions, such as Cashiers, whereby only one (1) employee
20 was scheduled to work at certain times, thereby failing to provide adequate meal period
21 coverage to permit those employees to take compliant meal periods. Defendants also had a
22 practice of failing to schedule meal periods, which further caused Plaintiff and class members
23 to not be relieved of their duties for compliant meal periods. For example, Plaintiff often
24 worked through her unpaid meal periods and regularly had her meal periods interrupted and/or
25 cut short due to heavy customer demand and the lack of meal period coverage. Defendants
26 did not pay Plaintiff and class members for the time they continued to perform tasks during
27 their meal periods.

28 82. Third, because Defendants frowned upon employees accruing meal period

1 premiums, Defendants' management pressured employees to clock out for meal periods and/or
2 adjusted employee time records to reflect compliant meal periods, even when they had not
3 received compliant meal periods. Thus, Defendants did not record all hours worked during
4 meal periods, and Plaintiff and class members performed work during meal periods for which
5 they were not paid.

6 83. Fourth, on information and belief, in conjunction with Defendants' policy
7 and/or practice of understaffing, Defendants maintained and implemented a company-wide
8 on-premises meal period policy for employees, which effectively required that Plaintiff and
9 class members remain on the work premises during meal periods. Because Plaintiff and class
10 members were restricted from leaving the premises during meal periods, they were denied the
11 ability to use their meal periods freely for their own purposes, such as running personal
12 errands. Thus, Defendants effectively maintained control over Plaintiff and class members
13 during meal periods.

14 84. Defendants knew or should have known that as a result of these company-wide
15 practices and/or policies, Plaintiff and class members were performing their assigned duties
16 off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to
17 perform work for which they were not paid. Because Plaintiff and class members worked
18 shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-
19 the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class members
20 were not paid overtime wages for all of the overtime hours they actually worked.

21 85. Defendants' failure to pay Plaintiff and class members the balance of overtime
22 compensation as required by California law, violates the provisions of California Labor Code
23 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
24 members are entitled to recover from Defendants their unpaid overtime compensation, as well
25 as interest, costs, and attorneys' fees.

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SECOND CAUSE OF ACTION
Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid
Minimum Wages
(Against all Defendants)

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

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

88. First, as stated above, Defendants had, and continue to have, company-wide policies and/or practices of requiring Plaintiff and class members to perform various work-related tasks while off-the-clock before and after their shifts. For example, as stated, Plaintiff and class members were required to perform work off-the-clock, including traveling to Defendants’ other restaurant locations to work second shifts after clocking out from their first shift and to drop of restaurant supplies and ingredients, but were not compensated for this time.

89. Second, as also stated above, due to Defendants’ policies and/or practices of understaffing and/or single-staffing certain positions while assigning heavy workloads, requiring employees to stay on the work premises during meal periods, failing to schedule meal periods, and subsequent lack of meal period coverage, Plaintiff and class members were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as also stated, in order to prevent employees from accruing meal period premiums, Defendants’

1 management pressured employees to clock out for meal periods, and/or adjusted employee
2 time records to reflect compliant meal periods, even when meal periods were missed, short,
3 and/or interrupted. Thus, Defendants systematically failed to pay Plaintiff and class members
4 for actual hours worked during unpaid meal periods because these hours were not always
5 correctly recorded.

6 90. Defendants did not pay minimum wages for all hours worked by Plaintiff and
7 class members. To the extent that these off-the-clock hours did not qualify for overtime
8 premium payment, Defendants did not pay at least minimum wages for those hours worked
9 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
10 1198.

11 91. Defendants' failure to pay Plaintiff and class members minimum wages violates
12 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
13 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
14 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
15 interest thereon.

16 **THIRD CAUSE OF ACTION**

17 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period** 18 **Violations** 19 **(Against all Defendants)**

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

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

1 94. At all relevant times herein set forth, California Labor Code sections 226.7,
2 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
3 meal period mandated by an applicable order of the IWC.

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

11 96. First, during the relevant time period, Defendants had, and continue to have, a
12 company-wide policy and/or practice of understaffing and/or single-staffing certain positions
13 while assigning heavy workloads, which has resulted in a lack of meal period coverage and
14 prevented Plaintiff and class members from taking all timely, uninterrupted meal periods to
15 which they were entitled. Further, Defendants had a company-wide practice and/or policy of
16 failing to schedule meal periods, which further caused Plaintiff and class members to not be
17 relieved of their duties for compliant meal periods.

18 97. As a result, Plaintiff and class members had to work through all or part of their
19 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
20 before taking meal periods. For example, as stated, Plaintiff often worked straight through her
21 meal periods and had her meal periods interrupted and/or cut short due to the lack of coverage
22 and heavy workload. For the same reasons, Plaintiff also sometimes had to take her meal
23 period late, after the fifth hour of work.

24 98. Second, as stated, because Defendants frowned upon employees accruing meal
25 period premiums, Defendants' management pressured employees to clock out for meal periods
26 and/or adjusted employee time records to reflect compliant meal periods, regardless of
27 whether they had received a compliant meal period or not, in order to strictly limit the meal
28 period premiums that would need to be paid by Defendants.

1 99. Third, as stated, on information and belief, Defendants maintained and
2 implemented a company-wide on-premises meal period policy for employees, which
3 effectively required that Plaintiff and class members remain on the work premises during the
4 meal periods. Because Plaintiff and class members were restricted from leaving the
5 restaurants during meal periods, they were denied the ability to use their meal periods freely
6 for their own purposes. Thus, Defendants effectively maintained control over Plaintiff and
7 class members during meal periods.

8 100. Fourth, Plaintiff and class members worked shifts in excess of ten (10) hours
9 without receiving an uninterrupted second 30-minute meal period. For example, during her
10 employment, Plaintiff worked shifts in excess of ten (10) or more hours per day, but was not
11 provided a second 30-minute meal period. Plaintiff and class members did not sign valid meal
12 period waivers on days that they were entitled to meal periods and were not relieved of all
13 duties.

14 101. At all times herein mentioned, Defendants knew or should have known that, as
15 a result of these policies, Plaintiff and class members were prevented from being relieved of
16 all duties and required to perform some of their assigned duties during meal periods.
17 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
18 members meal period premiums when meal periods were missed, shortened, interrupted,
19 and/or late.

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

26 103. Defendants' conduct violates the applicable IWC Wage Order, and California
27 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
28 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular

1 rate of compensation for each work day that the meal period was not provided.

2 **FOURTH CAUSE OF ACTION**

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

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

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

10 106. At all relevant times, the applicable IWC Wage Order provides that "[e]very
11 employer shall authorize and permit all employees to take rest periods, which insofar as
12 practicable shall be in the middle of each work period" and that the "rest period time shall be
13 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
14 hours or major fraction thereof" unless the total daily work time is less than three and one-half
15 (3 ½) hours.

16 107. At all relevant times, California Labor Code section 226.7 provides that no
17 employer shall require an employee to work during any rest period mandated by an applicable
18 order of the California IWC. To comply with its obligation to authorize and permit rest
19 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
20 employer must "relinquish any control over how employees spend their break time, and
21 relieve their employees of all duties—including the obligation that an employee remain on
22 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
23 *Inc.*, 2 Cal. 5th 257, 273 (2016).

24 108. During the relevant time period, Defendants regularly failed to authorize and
25 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
26 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
27 policies and practices, including understaffing (including single-staffing of certain positions)
28 and assigning heavy workloads, prevented Plaintiff and class members from being able to take

1 rest periods. Defendants also failed to schedule rest periods, which, coupled with Defendants'
2 failure to provide adequate rest period coverage, further led to Plaintiff and class members not
3 being authorized and permitted to take rest periods.

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

11 110. As a result of Defendants' practices and policies, Plaintiff and class members
12 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
13 receiving all uninterrupted rest periods to which they were entitled. For example, Plaintiff
14 often had to forgo rest periods or have her rest periods interrupted and/or cut short due to the
15 heavy workload, understaffing, and Defendants' failure to schedule rest periods for
16 employees.

17 111. 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. As a result, Defendants denied Plaintiff and
21 class members rest periods and failed to pay them rest period premiums due, in violation of
22 Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

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

28 //

1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
3 **Statements and Failure to Maintain Accurate Payroll Records**
4 **(Against all Defendants)**

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

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

12 115. At all relevant times, Defendants have knowingly and intentionally provided
13 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
14 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
15 that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
16 applicable hourly rates in effect during the pay period, including rates of pay for overtime
17 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
18 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

19 116. Because Defendants did not record the time Plaintiff and Subclass members
20 spent working off the clock and deducted time from their records for meal periods that were
21 interrupted and/or missed (and therefore time for which they should have been paid),
22 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff
23 and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same
24 reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and
25 Subclass members, in violation of section 226(a)(2), and failed to list the applicable hourly
26 rates of pay in effect during the pay period and the corresponding accurate number of hours
27 worked at each hourly rate, in violation of section 226(a)(9).

28 117. The wage statement deficiencies also include, among other things, failing to list

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

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

18 119. California Labor Code section 1198 provides that the maximum hours of work
19 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
20 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
21 employment of any employees for longer hours than those fixed by the order or under
22 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
23 Wage Order, employers are required to keep accurate time records showing when the
24 employee begins and ends each work period and meal period. During the relevant time
25 period, Defendants engaged in company-wide practices and/or policies of failing to record
26 actual hours worked (including falsifying time records by recording that compliant meal
27 periods were taken regardless if or when meal periods were actually taken), and thereby failed
28 to keep accurate records of work period and meal period start and end times for Plaintiff and

1 Subclass members, in violation of section 1198. Furthermore, in light of Defendants' failure to
2 provide Plaintiff and Subclass members with second 30-minute meal periods to which they
3 were entitled, Defendants kept no records of meal start and end times for second meal periods.

4 120. Plaintiff and Subclass members are entitled to recover from Defendants the
5 greater of their actual damages caused by Defendants' failure to comply with California Labor
6 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
7 employee.

8 **SIXTH CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon**

10 **Termination**

11 **(Against all Defendants)**

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

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

21 123. On information and belief, Defendants have a company-wide practice or policy
22 of paying departing employees their final wages late, instead of adhering to the time
23 requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff resigned
24 from her employment on or around June 11, 2024, yet Defendants did not make her final
25 paycheck available to her until on or around June 19, 2024. Thus, Defendants failed to pay
26 Plaintiff her final wages within the requisite time limit, in violation of California Labor Code
27 section 202.

28 124. Additionally, during the relevant time period, Defendants willfully failed to pay

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

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

11 SEVENTH CAUSE OF ACTION

12 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 13 **Employment** 14 **(Against all Defendants)**

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

17 127. This cause of action is dependent upon, and wholly derivative of, the overtime
18 wages, minimum wages, meal and rest period premiums, and/or reporting time pay, that were
19 not timely paid to Plaintiff and class members during their employment.

20 128. At all times relevant herein set forth, Labor Code section 204 provides that all
21 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
22 days, inclusive, of any calendar month, other than those wages due upon termination of an
23 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
24 the month during which the labor was performed.

25 129. At all times relevant herein, Labor Code section 204 provides that all wages
26 earned by any person in any employment between the sixteenth (16th) and the last day,
27 inclusive, of any calendar month, other than those wages due upon termination of an
28 employee, are due and payable between the first (1st) and the tenth (10th) day of the following

1 month.

2 130. At all times relevant herein, Labor Code section 204 provides that all wages
3 earned for labor in excess of the normal work period shall be paid no later than the payday for
4 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
5 204 provides that the requirements of this section are deemed satisfied by the payment of
6 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
7 seven (7) calendar days following the close of the payroll period.

8 131. During the relevant time period, Defendants willfully failed to pay Plaintiff and
9 class members all wages due including, but not limited to, overtime wages, minimum wages,
10 meal and rest period premiums, and/or reporting time pay, within the time periods specified
11 by California Labor Code section 204.

12 132. Defendants' failure to pay Plaintiff and class members all wages due violates
13 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
14 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

15 **EIGHTH CAUSE OF ACTION**

16 **Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section** 17 **11050 Subdivision 5(A)—Failure to Provide Reporting Time Pay** 18 **(Against all Defendants)**

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

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

27 135. The applicable IWC Wage Order, California Code of Regulations, Title 8,
28 section 11050(5)(A), provides that “[e]ach workday an employee is required to report to work

1 and does report, but is not put to work or is furnished less than half said employee's usual or
2 scheduled day's work, the employee shall be paid for half the usual or scheduled day's work,
3 but in no event for less than two (2) hours nor more than four (4) hours, at the employee's
4 regular rate of pay, which shall not be less than the minimum wage." The "primary purpose
5 of the reporting time regulation" is "to guarantee at least partial compensation for employees
6 who report to work expecting to work a specified number of hours, and who are deprived of
7 that amount because of inadequate scheduling or lack of proper notice by the employer."

8 *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

9 136. During the relevant time period, Defendants violated California Labor Code
10 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because
11 Defendants failed to pay Plaintiff and class members reporting time pay when they reported to
12 work for their usual or scheduled shift but were put to work for less than half of their usual or
13 scheduled day's work.

14 137. On information and belief, Defendants had a company-wide practice of sending
15 Plaintiff and class members home early from their shifts, including before they had worked at
16 least half of their usual or scheduled shift, but would not pay Plaintiff and class members for
17 half of their usual or scheduled shift. For example, when scheduled to work a shift of at least
18 eight (8) hours, Defendants' managers sent Plaintiff home 2-3 hours after the start of her shift
19 because business was slow. Although Plaintiff and class members reported to work based on
20 the schedule that was provided to them, Defendants would send them home before they
21 worked at least half of their usual or scheduled shifts. When this occurred, Defendants did not
22 pay Plaintiff and class members for at least half of their scheduled day's work or the minimum
23 reporting time pay.

24 138. Accordingly, Plaintiff and class members were not properly compensated with
25 reporting time pay in violation of California Labor Code section 1198 and California Code of
26 Regulations, Title 8, section 11050(5)(A). Plaintiff and class members are therefore entitled
27 to recover from Defendants unpaid wages and interest.

28 //

1 **NINTH CAUSE OF ACTION**

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

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

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

19 141. First, during the relevant time period, Defendants, on a company-wide basis,
20 required Plaintiff and class members to use their personal mobile devices, including, but not
21 limited to, cellular phones and/or mobile data to carry out their job duties, but failed to
22 reimburse them for the costs of their work-related mobile device expenses. For example,
23 Plaintiff and class members used their personal mobile devices to communicate with
24 Defendants’ management regarding inventory needs and other work-related matters.
25 Although Defendants required Plaintiff and class members to utilize their personal mobile
26 devices and/or mobile data to carry out their work-related responsibilities, Defendants failed
27 to reimburse them for these costs.

28 142. Second, Defendants had a company-wide policy of requiring Plaintiff and class

1 members to utilize their own personal vehicles to carry out company business, but failed to
2 reimburse them for all costs of travel, including mileage. For example, about 1-2 times per
3 month, Plaintiff was required to drive to Defendants' other restaurant locations to drop off
4 ingredients and other restaurant supplies. Plaintiff estimates she drove approximately 2-8
5 miles each trip in order to fulfill her work-related duties. Although Defendants required
6 Plaintiff and class members to utilize their own vehicles to carry out their work-related
7 responsibilities, Defendants did not reimburse them for their travel expenses.

8 101. Third, during the relevant time period, Defendants expected Plaintiff and class
9 members to report to work in clean and presentable uniforms bearing the Nick the Greek logo,
10 including a uniform shirt and/or sweater. Due to the nature of restaurant work, Plaintiff's and
11 class members' uniform items would become stained with grease, oil, soiled, and/or acquire an
12 unpleasant odor such that they were unable to mix these clothes in with other laundry. As a
13 result, Plaintiff had to wash her uniform items separately from her regular clothing, thus
14 incurring additional utility and laundry expenses for the upkeep of her uniforms. Thus,
15 Defendants failed to maintain the uniforms they required Plaintiff and class members to wear
16 during their shifts and forced them to incur the costs of maintaining employee uniforms.

17 143. Defendants could have provided Plaintiff and class members with the actual
18 equipment for use on the job, such as company mobile devices, company vehicles, and access
19 to laundering services. Or, Defendants could have reimbursed employees for the costs of their
20 mobile device usage, mileage, travel expenses, and laundering expenses, or provided a
21 uniform maintenance allowance. Instead, Defendants passed these operating costs onto
22 Plaintiff and class members. At all relevant times, Plaintiff did not earn at least two (2) times
23 the minimum wage.

24 144. Defendants' company-wide policy and/or practice of not reimbursing
25 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
26 and class members violates California Labor Code section 2802. Defendants have
27 intentionally and willfully failed to reimburse Plaintiff and class members for necessary
28 business-related expenses and costs.

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

4 **TENTH CAUSE OF ACTION**

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

6 **(Against all Defendants)**

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

9 147. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
10 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
11 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and
12 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
13 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
14 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2802.

15 148. Defendants' conduct, as alleged herein, violates numerous sections of the
16 California Labor Code, including, but not limited to, the following:

- 17 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
18 Wage Order for Defendants' failure to compensate Plaintiff and other
19 aggrieved employees with all required overtime pay, as alleged herein;
- 20 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
21 1198, and the applicable IWC Wage Order for Defendants' failure to
22 compensate Plaintiff and other aggrieved employees with at least
23 minimum wages for all hours worked, as alleged herein;
- 24 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
25 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
26 and other aggrieved employees with meal periods, as alleged herein;
- 27 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
28 applicable IWC Wage Order for Defendants' failure to authorize and

1 permit Plaintiff and other aggrieved employees to take rest periods, as
2 alleged herein;

3 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
4 IWC Wage Order for failure to provide accurate and complete wage
5 statements to Plaintiff and other aggrieved employees, as alleged herein;

6 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
7 IWC Wage Order for failure to maintain payroll records, as alleged
8 herein;

9 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
10 earned wages upon termination, as alleged herein;

11 (h) Violation of Labor Code section 204 for failure to pay all earned wages
12 during employment, as alleged herein;

13 (i) Violation of Labor Code section 1198 and the applicable IWC Wage
14 Order for failure to pay reporting time pay when Plaintiff and other
15 aggrieved employees were put to work for less than half of their usual or
16 scheduled shifts, as alleged herein;

17 (j) Violation of Labor Code section 1198 and the applicable IWC Wage
18 Order for failure to provide suitable resting facilities to Plaintiff and
19 other aggrieved employees, as set forth below; and

20 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
21 and other aggrieved employees for all business expenses necessarily
22 incurred, as alleged herein.

23 149. California Labor Code section 1198 dictates that no employer may employ an
24 employee under conditions of labor that are prohibited by the applicable IWC Wage Order.
25 California Labor Code section 1198 further requires that “. . . the standard conditions of labor
26 fixed by the commission shall be the . . . standard conditions of labor for employees. The
27 employment of any employee . . . under conditions of labor prohibited by the order is
28 unlawful.” California Code of Regulations, Title 8, section 11050(13)(B) provides that

1 “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and
2 shall be available to employees during work hours.”

3 150. Defendants’ California restaurants are generally similar in their layout and
4 design and there was, and continues to be, space that allows for a resting facility that
5 employees may use to cease work and recover during meal or rest periods. Defendants could
6 have provided Plaintiff and other aggrieved employees with a resting facility within all of
7 their restaurants, with reasonable or no modification, but instead denied, and continue to deny,
8 employees suitable areas to rest (e.g., a breakroom with seats). As a result, Plaintiff and other
9 aggrieved employees were forced to adjust to areas not conducive to resting or search for
10 areas outside of the restaurant which are not designated or reserved for their rest, such as in
11 the customer dining room.

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

19 152. As a result of Defendants’ company-wide failure to provide suitable resting
20 facilities in their restaurants, Plaintiff and other aggrieved employees were forced to adjust to
21 areas not conducive to resting or search for facilities outside their restaurants to cease work
22 and recover. Defendants’ failure to provide suitable resting facilities to Plaintiff and other
23 aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No.
24 5-2001, subdivision 13(B). Plaintiff and other aggrieved employees are therefore entitled to
25 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

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1 **ELEVENTH CAUSE OF ACTION**

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

3 **Unlawful Business Practices**

4 **(Against all Defendants)**

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

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

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

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

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

- 21 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
22 class members, to work overtime without paying them proper
23 compensation in violation of California Labor Code sections 510 and
24 1198, and the applicable IWC Wage Order, as alleged herein;
- 25 (b) Failing to pay at least minimum wage to Plaintiff and class members in
26 violation of California Labor Code sections 1182.12, 1194, 1197,
27 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
28 herein;

- 1 (c) Failing to provide all meal periods to Plaintiff and class members in
2 violation of California Labor Code sections 226.7, 512(a), 516, and
3 1198, and the applicable IWC Wage Order, as alleged herein;
- 4 (d) Failing to authorize and permit Plaintiff and class members to take all
5 rest periods in violation of California Labor Code sections 226.7, 516,
6 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 7 (e) Failing to provide Plaintiff and class members with accurate wage
8 statements and failing to maintain accurate payroll records in violation
9 of California Labor Code sections 226(a), 1174(d), and 1198, and the
10 applicable IWC Wage Order, as alleged herein;
- 11 (f) Failing timely to pay all earned wages to Plaintiff and class members in
12 violation of California Labor Code section 204, as alleged herein;
- 13 (g) Failing to pay reporting time pay in violation of California Labor Code
14 section 1198 and the applicable IWC Wage Order, as alleged herein;
15 and
- 16 (h) Failing to reimburse Plaintiff and class members for all business
17 expenses necessarily incurred in violation of California Labor Code
18 section 2802, as alleged herein.

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

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

1 **TWELFTH CAUSE OF ACTION**

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

3 **Unfair Business Practices**

4 **(Against all Defendants)**

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

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

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

15 163. Defendants’ activities, namely Defendants’ company-wide practice and/or
16 policy of not paying Plaintiff and class members all meal and rest period premiums due to
17 them under Labor Code section 226.7, deprived Plaintiff and class members of the
18 compensation guarantee and enhanced enforcement implemented by section 226.7. The
19 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
20 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
21 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7
22 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
23 and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an
24 unfair business practice in violation of California Business & Professions Code sections
25 17200, *et seq.* (*Id.*)

26 164. A violation of California Business & Professions Code sections 17200, *et seq.*
27 may be predicated on any unfair business practice. In the instant case, Defendants’ policies
28 and practices have violated the spirit of California’s meal and rest period laws and constitute

1 acts against the public policy behind these laws.

2 165. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
3 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
4 benefits implemented by section 226.7 withheld and retained by Defendants during a period
5 that commences four years prior to the filing of the initial complaint; a permanent injunction
6 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
7 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
8 Procedure section 1021.5 and other applicable laws; and an award of costs.

9 **REQUEST FOR JURY TRIAL**

10 Plaintiff requests a trial by jury.

11 **PRAYER FOR RELIEF**

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

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

17 **Class Certification**

- 18 2. That this case be certified as a class action;
19 3. That Plaintiff be appointed as the representative of the Class and Subclass;
20 4. That counsel for Plaintiff be appointed as class counsel.

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

22 5. That the Court declare, adjudge, and decree that Defendants violated California
23 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
24 pay all overtime wages due to Plaintiff and class members;

25 6. For general unpaid wages at overtime wage rates and such general and special
26 damages as may be appropriate;

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

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

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

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

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

9 11. For general unpaid wages and such general and special damages as may be
10 appropriate;

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

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

15 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

18 **As to the Third Cause of Action**

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

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

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

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

28 20. For pre-judgment interest on any unpaid meal period premiums from the date

such amounts were due, or as otherwise provided by law;

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

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

As to the Fourth Cause of Action

23. 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;

24. 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;

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

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

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

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

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

As to the Fifth Cause of Action

30. 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;

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

- 1 32. For injunctive relief pursuant to California Labor Code section 226(h);
2 33. For statutory penalties pursuant to California Labor Code section 226(e);
3 34. For attorneys' fees and costs pursuant to California Labor Code section
4 226(e)(1); and
5 35. For such other and further relief as the Court may deem equitable and
6 appropriate.

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

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

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

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

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

18 40. For attorneys' fees pursuant to California Code of Civil Procedure section
19 1021.5, or as otherwise provided by law; and

20 41. For such other and further relief as the Court may deem equitable and
21 appropriate.

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

23 42. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
25 overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay
26 during their employment;

27 43. For all actual, consequential and incidental losses and damages, according to
28 proof;

1 44. For statutory penalties according to proof pursuant to California Labor Code
2 section 210;

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

5 46. For attorneys' fees pursuant to California Code of Civil Procedure section
6 1021.5, or as otherwise provided by law; and

7 47. For such other and further relief as the Court may deem equitable and
8 appropriate.

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

10 48. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A) by
12 failing to provide Plaintiff and class members with reporting time pay;

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

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

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

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

20 52. 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 53. For unpaid business-related expenses and such general and special damages as
24 may be appropriate;

25 54. 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 55. For all actual, consequential, and incidental losses and damages, according to

1 proof;

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

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

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

7 58. That the Court declare, adjudge and decree that Defendants violated the
8 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
9 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
10 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
11 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
12 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
13 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
14 earned wages upon termination); 204 (by failing to timely pay all earned wages during
15 employment); 1198 and the applicable IWC Wage Order (by failing to provide reporting time
16 pay); 1198 and the applicable IWC Wage Order (by failing to provide suitable resting
17 facilities); and 2802 (by failing to reimburse business expenses);

18 59. For civil penalties pursuant to the California Labor Code, including sections
19 210, 226.3, 256, 558, 1174.5, 1197.1, 2699(a), (f), and (k), for violations of California Labor
20 Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
21 1197.1, 1198, and 2802;

22 60. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
23 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
24 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
25 1198, and 2802;

26 61. For attorneys' fees and costs pursuant to California Labor Code section
27 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
28 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,

1 1197, 1197.1, 1198, and 2802;

2 62. For pre-judgment and post-judgment interest as provided by law; and

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

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

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

16 65. For restitution of unpaid wages to Plaintiff and all class members and
17 prejudgment interest from the day such amounts were due and payable;

18 66. For the appointment of a receiver to receive, manage, and distribute any and all
19 funds disgorged from Defendants and determined to have been wrongfully acquired by
20 Defendants as a result of violations of California Business & Professions Code sections
21 17200, *et seq.*;

22 67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
23 California Code of Civil Procedure section 1021.5; and

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

26 **As to the Twelfth Cause of Action**

27 69. That the Court declare, adjudge and decree that Defendants' conduct of denying
28 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes

an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

70. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

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

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

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

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

Dated: February 21, 2025

Respectfully submitted,

Capstone Law APC

By: 

Orlando Villalba

Helga Hakimi

Jaime Castaneda

Attorneys for Plaintiff Giselle Justo

EXHIBIT “1”



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

SAIRAH BUDHWANI
310.712.8154 Direct
Sairah.Budhwani@capstonelawyers.com

December 17, 2024

VIA ONLINE SUBMISSION

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

Subject: *Giselle Justo v. Walnut Creek Greek Eats LLC, et al.*

Dear PAGA Administrator:

This office represents Giselle Justo in connection with her claims under the California Labor Code. Ms. Justo was an employee of WALNUT CREEK GREEK EATS LLC; CLAYTON GREEK EATS LLC; BALY LLC; BALY BREAKFAST LLC; CASTRO VALLEY GREEK EATS LLC; CONCORD GREEK EATS LLC; DANVILLE GREEK EATS LLC; DAVIS GREEK EATS LLC; DUBLIN GREEK EATS LLC; GREEK EATS AT OYSTER POINT INC; VACAVILLE NT GREEK EATS LLC; NICK THE GREEK ALMADEN LLC; NICK THE GREEK BASCOM LLC; NICK THE GREEK BERNAL LLC; NICK THE GREEK REDWOOD CITY LLC; NICK THE GREEK SANTA CLARA LLC; NICK THE GREEK SUNNYVALE LLC; NICK THE GREEK VALLEY FAIR LLC; and/or NICK THE GREEK WILLOW GLEN LLC. For the purpose of this letter, Ms. Justo collectively refers to these entities as “NICK THE GREEK.”

The employers may be contacted directly at the addresses below:

WALNUT CREEK GREEK EATS LLC
5765 WINFIELD BLVD., SUITE 4
SAN JOSE, CA 95123

CLAYTON GREEK EATS LLC
5765 WINFIELD BLVD., SUITE 4
SAN JOSE, CA 95123

BALY LLC
5765 WINFIELD BLVD., SUITE 4
SAN JOSE, CA 95123

BALY BREAKFAST LLC
5765 WINFIELD BLVD., SUITE 4
SAN JOSE, CA 95123

CASTRO VALLEY GREEK EATS LLC
5765 WINFIELD BLVD., SUITE 4
SAN JOSE, CA 95123

CONCORD GREEK EATS LLC
5765 WINFIELD BLVD., SUITE 4
SAN JOSE, CA 95123

DANVILLE GREEK EATS LLC
5765 WINFIELD BLVD., SUITE 4
SAN JOSE, CA 95123

DAVIS GREEK EATS LLC
5765 WINFIELD BLVD., SUITE 4
SAN JOSE, CA 95123

DUBLIN GREEK EATS LLC
5765 WINFIELD BLVD., SUITE 4
SAN JOSE, CA 95123

GREEK EATS AT OYSTER POINT INC
5765 WINFIELD BLVD., SUITE 4
SAN JOSE, CA 95123

VACAVILLE NT GREEK EATS LLC
5765 WINFIELD BLVD., STE 4
SAN JOSE, CA 95123

NICK THE GREEK ALMADEN LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

NICK THE GREEK BASCOM LLC
5765 WINFIELD BLVD
SAN JOSE, CA 95123

NICK THE GREEK BERNAL LLC
5765 WINFIELD BLVD
SAN JOSE, CA 95123

NICK THE GREEK REDWOOD CITY LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

NICK THE GREEK SANTA CLARA LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

NICK THE GREEK SUNNYVALE LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

NICK THE GREEK VALLEY FAIR LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

NICK THE GREEK WILLOW GLEN LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

Ms. Justo 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"). Ms. Justo seeks relief on behalf of herself, the State of California, and other persons who are or were employed by NICK THE GREEK 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.

NICK THE GREEK employed Ms. Justo as an hourly paid, non-exempt employee from approximately September 2022 to June 2024. Ms. Justo worked for NICK THE GREEK as a Cashier at its restaurants in Walnut Creek and Concord, California. During her employment, Ms. Justo typically worked eight (8) hours to ten (10) hours or more per day, and five (5) to six (6) days per week. At the time Ms. Justo's employment with NICK THE GREEK ended, she earned approximately \$20.00 per hour. Her job duties included, without limitation, taking and serving customer orders, packaging online orders, cooking food, cleaning, and restocking.

NICK THE GREEK has committed each of the following Labor Code violations against Ms. Justo, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

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

NICK THE GREEK's Company-Wide and Uniform Payroll and HR Practices

WALNUT CREEK GREEK EATS LLC; CLAYTON GREEK EATS LLC; BALY LLC; BALY BREAKFAST LLC; CASTRO VALLEY GREEK EATS LLC; CONCORD GREEK EATS LLC; DANVILLE GREEK EATS LLC; DAVIS GREEK EATS LLC; DUBLIN GREEK EATS LLC; VACAVILLE NT GREEK EATS LLC; NICK THE GREEK ALMADEN LLC; NICK THE GREEK BASCOM LLC; NICK THE GREEK BERNAL LLC; NICK THE GREEK REDWOOD CITY LLC; NICK THE GREEK SANTA CLARA LLC; NICK THE GREEK SUNNYVALE LLC; NICK THE GREEK VALLEY FAIR LLC; and NICK THE GREEK WILLOW GLEN LLC are California limited liability companies. GREEK EATS AT OYSTER POINT INC is a California corporation. Together, they are a fast casual restaurant chain that serves Greek cuisine at more than 65 locations throughout California. Upon information and belief, NICK THE GREEK maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Jose, California for all non-exempt, hourly paid employees working for NICK THE GREEK in California, including Ms. Justo and other aggrieved employees. At all relevant times, NICK THE GREEK issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Justo and other aggrieved employees, regardless of their location or position.

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

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

NICK THE GREEK willfully failed to pay all overtime wages owed to Ms. Justo and other aggrieved employees. During the relevant time period, Ms. Justo and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

violations). Thus, Ms. Justo reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

First, during the relevant time period, NICK THE GREEK had, and continues to have, a company-wide policy and/or practice of requiring Ms. Justo and other aggrieved employees to perform various work-related tasks while off-the-clock. For example, when Ms. Justo was required to split her workday between two of NICK THE GREEK's restaurant locations, NICK THE GREEK's managers required her to clock out at the first location and then drive to the second restaurant while off-the-clock, which would take about 20-25 minutes. As another example, about once or twice per month, after she had clocked out, Ms. Justo was required to drive to NICK THE GREEK's other restaurant locations to drop off ingredients and other supplies, which took about 10-15 minutes. NICK THE GREEK did not allow Ms. Justo and other aggrieved employees to stay clocked in or otherwise record their time spent performing these work duties. Thus, NICK THE GREEK failed to track the time Ms. Justo and other aggrieved employees spent performing work-related tasks outside of their shifts, and Ms. Justo and other aggrieved employees received no compensation for this time.

Second, NICK THE GREEK had, and continues to have, company-wide policies and/or practices of understaffing its restaurants such that there were too few employees on duty to handle the workload and attend to customers. Because NICK THE GREEK did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Ms. Justo and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Also, NICK THE GREEK has systematically, and on a company-wide basis, understaffed its restaurants by adopting a single-staffing model for some positions, such as Cashiers, whereby only one (1) employee was scheduled to work at certain times, thereby failing to provide adequate meal period coverage to permit those employees to take compliant meal periods. NICK THE GREEK also had a practice of failing to schedule meal periods, which further caused Ms. Justo and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Justo often worked through her unpaid meal periods and regularly had her meal periods interrupted and/or cut short due to heavy customer demand and the lack of meal period coverage. NICK THE GREEK did not compensate Ms. Justo and other aggrieved employees for the time they spent working off the clock during unpaid meal periods.

Third, because NICK THE GREEK frowned upon employees accruing meal period premiums, NICK THE GREEK's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, even when they had not received compliant meal periods. Thus, NICK THE GREEK did not record all hours worked during meal periods, and Ms. Justo and other aggrieved employees performed work during meal periods for which they were not paid.

Fourth, on information and belief, in conjunction with NICK THE GREEK's policy and/or practice of understaffing, NICK THE GREEK maintained and implemented a company-wide on-premises meal period policy for employees, which effectively required that Ms. Justo and other aggrieved employees remain on the work premises during meal periods. Because Ms. Justo and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, NICK THE GREEK effectively maintained control over Ms. Justo and other aggrieved employees during meal periods.

NICK THE GREEK knew or should have known that as a result of these company-wide practices and/or policies, Ms. Justo and other aggrieved employees were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were suffered or permitted to perform

work for which they were not paid. Because Ms. Justo and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Justo and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

NICK THE GREEK's failure to pay Ms. Justo and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Justo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NICK THE GREEK into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11050(2)(M) (defining "Hours Worked").

First, as set forth above, during the relevant time period, NICK THE GREEK had a company-wide policy and/or practice of requiring Ms. Justo and other aggrieved employees to perform various work-related tasks while off-the-clock before and after their shifts. For example, as stated, Ms. Justo and other aggrieved employees were required to perform work off-the-clock, including traveling to NICK THE GREEK's other restaurant locations to work second shifts after clocking out from their first shift and to drop off restaurant supplies and ingredients, but were not compensated for this time.

Second, as also stated, due to NICK THE GREEK's policies and/or practices of understaffing and/or single-staffing certain positions while assigning heavy workloads, requiring employees to stay on the work premises during meal periods, failing to schedule meal periods, and subsequent lack of meal period coverage, Ms. Justo and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as also stated, in order to prevent employees from accruing meal period premiums, NICK THE GREEK's management pressured employees to clock out for meal periods, and/or adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus, NICK THE GREEK systematically failed to pay Ms. Justo and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

NICK THE GREEK did not pay at least minimum wages for all hours worked by Ms. Justo and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, NICK THE GREEK did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, NICK THE GREEK regularly failed to pay at least minimum wages to Ms. Justo and other aggrieved employees for all of the hours they worked in violation of California Labor Code

sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Justo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NICK THE GREEK 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.

First, as stated, NICK THE GREEK had, and continues to have, company-wide policies and/or practices of understaffing and/or single-staffing certain positions while assigning heavy workloads, which has resulted in a lack of meal period coverage and prevented Ms. Justo and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, NICK THE GREEK had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Ms. Justo and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Justo and other aggrieved employees 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, as stated, Ms. Justo often worked straight through her meal periods and had her meal periods interrupted and/or cut short due to the lack of coverage and heavy workload. For the same reasons, Ms. Justo also sometimes had to take her meal periods late, after the fifth hour of work.

Second, as stated, because NICK THE GREEK frowned upon employees accruing meal period premiums, NICK THE GREEK's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by NICK THE GREEK.

Third, as stated, on information and belief, NICK THE GREEK maintained and implemented a company-wide on-premises meal period policy for employees, which effectively required that Ms. Justo and other aggrieved employees remain on the work premises during the meal periods. Because

Ms. Justo and other aggrieved employees were restricted from leaving the restaurants during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, NICK THE GREEK effectively maintained control over Ms. Justo and other aggrieved employees during meal periods.

Fourth, Ms. Justo and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during her employment, Ms. Justo worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Ms. Justo 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, NICK THE GREEK knew or should have known that, as a result of these policies, Ms. Justo and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. NICK THE GREEK further knew or should have known that NICK THE GREEK did not pay Ms. Justo and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, NICK THE GREEK engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Justo and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, NICK THE GREEK failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Justo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NICK THE GREEK 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, NICK THE GREEK regularly failed to authorize and permit Ms. Justo 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, NICK THE GREEK's company-wide practices, including understaffing (including single-staffing of certain positions) and assigning heavy workloads, prevented Ms. Justo and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, NICK THE GREEK failed to schedule rest periods, which, coupled with NICK THE GREEK's failure to provide adequate rest period coverage, further led to Ms. Justo and other aggrieved employees not being authorized and permitted to take rest periods.

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

As a result of NICK THE GREEK's practices and policies, Ms. Justo and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Justo often had to forgo rest periods or have her rest periods interrupted and/or cut short due to the heavy workload, understaffing, and NICK THE GREEK's failure to schedule rest periods for employees.

NICK THE GREEK has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Justo and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, NICK THE GREEK failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Justo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NICK THE GREEK 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. NICK THE GREEK has not provided Ms. Justo and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

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

Because NICK THE GREEK did not record the time Ms. Justo and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), NICK THE GREEK did not list the correct amount of gross wages and net wages earned by Ms. Justo and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, NICK THE GREEK failed to accurately list the total number of hours worked by Ms. Justo 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” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), NICK THE GREEK willfully failed to maintain accurate payroll records for Ms. Justo 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, NICK THE GREEK engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Justo and other aggrieved employees, in violation of section 1198. Furthermore, in light of NICK

THE GREEK's failure to provide Ms. Justo and other aggrieved employees with second 30-minute meal periods to which they were entitled, NICK THE GREEK kept no records of meal start and end times for second meal periods.

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

Ms. Justo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NICK THE GREEK 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, NICK THE GREEK failed to pay Ms. Justo and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Ms. Justo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NICK THE GREEK 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.

On information and belief, NICK THE GREEK has a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Justo resigned from her employment on or around June 11, 2024, yet NICK THE GREEK did not make her final paycheck available to her until on or around June 19, 2024. Thus, NICK THE GREEK failed to pay Ms. Justo her final wages within the requisite time limit, in violation of California Labor Code section 202.

In addition, NICK THE GREEK willfully failed to pay Ms. Justo and other aggrieved employees who are no longer employed by NICK THE GREEK all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving NICK THE GREEK's employ.

Ms. Justo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NICK THE GREEK 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 § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A) – Failure to Pay Reporting Time Pay

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

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

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

On information and belief, NICK THE GREEK had a company-wide practice of sending Ms. Justo and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Ms. Justo and other aggrieved employees for half of their usual or scheduled shift. For example, when scheduled to work a shift of at least eight (8) hours, NICK THE GREEK's managers sent Ms. Justo home 2-3 hours after the start of her shift because business was slow. Although Ms. Justo and other aggrieved employees would

report to work based on the schedule that NICK THE GREEK provided to them, NICK THE GREEK would send them home before they had worked at least half of their scheduled shifts without giving them reporting time pay.

Accordingly, Ms. Justo and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11080(5A). Ms. Justo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NICK THE GREEK into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 13(B) – Failure to Provide Suitable Resting Facilities

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(13)(B) provides that “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

NICK THE GREEK's California restaurants are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. NICK THE GREEK could have provided Ms. Justo and other aggrieved employees with a suitable resting facility within all of its restaurants, with reasonable or no modification, but instead denied, and continues to deny, employees suitable areas to rest (e.g., a breakroom with seats). As a result, Ms. Justo and other aggrieved employees were forced to adjust to areas not conducive to resting or search for areas outside of the restaurant which are not designated or reserved for their rest, such as in the customer dining room.

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

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

Ms. Justo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NICK THE GREEK into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 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.” IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, during the relevant time period, NICK THE GREEK, on a company-wide basis, required Ms. Justo and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones and/or mobile data, to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Justo and other aggrieved employees used their personal mobile devices to communicate with NICK THE GREEK’s management regarding inventory needs and other work-related matters. Although NICK THE GREEK required Ms. Justo and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, NICK THE GREEK failed to fully reimburse them for their costs incurred.

Second, NICK THE GREEK had a company-wide policy of requiring Ms. Justo and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, about 1-2 times per month, Ms. Justo was required to drive to NICK THE GREEK’s other restaurant locations to drop off ingredients and other restaurant supplies. Ms. Justo estimates she drove approximately 2-8 miles each trip in order to fulfill her work-related duties. Although NICK THE GREEK required Ms. Justo and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, NICK THE GREEK did not reimburse them for their travel expenses.

Third, during the relevant time period, NICK THE GREEK expected Ms. Justo and other aggrieved employees to report to work in clean and presentable uniforms bearing the “Nick the Greek” logo, including a uniform shirt and/or sweater. Due to the nature of restaurant work, Ms. Justo’s and other aggrieved employees’ uniform items would become stained with grease, oil, soiled, and/or acquire an unpleasant odor such that they were unable to mix these clothes in with other laundry. As a result, Ms. Justo had to wash her uniform items separately from her regular clothing, thus incurring additional utility and laundry expenses for the upkeep of her uniforms. Thus, NICK THE GREEK failed to maintain the uniforms they required Ms. Justo and other aggrieved employees to wear during their shifts and forced them to incur the costs of maintaining employee uniforms.

NICK THE GREEK could have provided Ms. Justo and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, company vehicles, and access to laundering services. Or, NICK THE GREEK could have reimbursed employees for the costs of their mobile device usage, mileage, travel expenses, and laundering expenses, or provided a uniform maintenance allowance. Instead, NICK THE GREEK passed these operating costs onto Ms. Justo

and other aggrieved employees. At all relevant times, Ms. Justo did not earn at least two (2) times the minimum wage.

Thus, NICK THE GREEK had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Justo and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NICK THE GREEK 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.” NICK THE GREEK, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Justo’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

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

Therefore, on behalf of all aggrieved employees, Ms. Justo 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:

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

Best Regards,

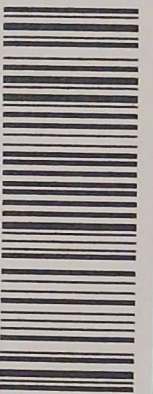
A handwritten signature in black ink, reading "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

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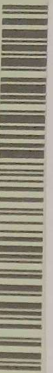
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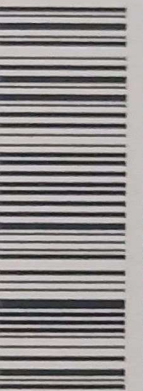
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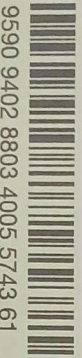
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Baly LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

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Baly LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123



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



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BALY Breakfast LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

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BALY Breakfast LLC
5765 WINFIELD
BLVD., SUITE 4
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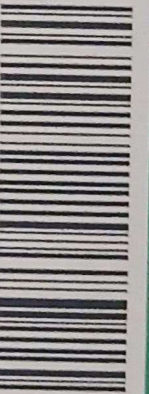
Postage

BALY Breakfast LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

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

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

7022 2410 0000 2265 0977

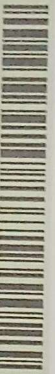


Castro Valley Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

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.

Castro Valley Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123



9590 9402 8803 4005 5743 85

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0977

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

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

Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

50500.00

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

Return Receipt (hardcopy)

\$

W/RCvr

Insurance (hardcopy)

\$

Postmark

Post

Fee

Total

Gen

Site

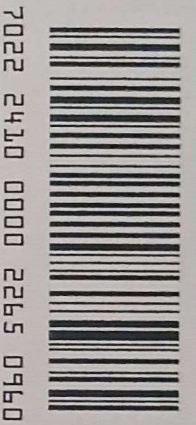
City

Castro Valley G
reek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

PS Form 3800, April 2015 PSN 7530-02-000-9041

See Instructions for Restrictions

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



7022 2410 0000 2265 0960

Concord Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

7022 2410 0000 2265 0960

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

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

Return Receipt (hardcopy)

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

Concord Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

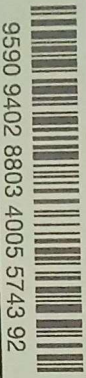
PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

Concord Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123



9590 9402 8803 4005 5743 92

2. 7022 2410 0000 2265 0960

COMPLETE THIS SECTION ON DELIVERY

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

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

Restricted Delivery

Domestic Return Receipt

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

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

7022 2410 0000 2265 0953



CERTIFIED MAIL

Danville Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

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.

Danville Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123



9590 9402 8803 4005 5744 08

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0953

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Service Type

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

Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2265 0953

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

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

OFFICIAL USE

Certified Mail Fee

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

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

Postmark

Danville Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

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

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

7022 2410 0000 2265 1028



Davis Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

7022 2410 0000 2265 1028

U.S. Postal Service®
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Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com
Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) ☐ Signature Confirmation™
☐ Restricted Delivery™
☐ Insured Mail™
Postage \$
Total \$
Sort \$
Street \$
City \$

Davis Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

PS Form 3800, April 2015 PSN 7530-02-000-9063

See Reverse for instructions

SENDER: COMPLETE THIS SECTION

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

Davis Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123



9590 9402 8803 4005 5744 77

2. Article Number (transfer from service label)

7022 2410 0000 2265 1028

PS Form 3811, July 2020 PSN 7530-02-000-9063

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent
- ☒ Received by (Printed Name) ☐ Addressee
- C. Date of Delivery

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

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

Domestic Return Receipt

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



7022 2410 0000 2265 1035

Dublin Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

7022 2410 0000 2265 1035

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

OFFICIAL USE

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

Dublin Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

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.

Dublin Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123



9590 9402 8803 4005 5744 60

7022 2410 0000 2265 1035

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

☐ Agent
☐ Addressee

2. 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
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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

Domestic Return Receipt

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



7022 2410 0000 2265 1042

Greek Eats at Oyster Point Inc
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

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.

Greek Eats at Oyster Point Inc
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

9590 9402 8803 4005 5744 53

2. Article Number (Transfer from service label) 7022 2410 0000 2265 1042

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X

B. Received by (Printed Name) ☐ Addressee

C. Date of Delivery

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

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2265 1042

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

OFFICIAL USE

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

Certified Mail Fee

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

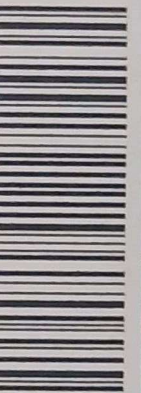
JUSTO V.
WILSON

Greek Eats at Oyster Point Inc
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

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

See Reverse for Instructions

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



7022 2410 0000 2265 1059

Vacaville NT Greek Eats LLC
5765 WINFIELD
BLVD., STE 4
SAN JOSE, CA 95123

7022 2410 0000 2265 1059

U.S. Postal Service™
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Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

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

☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

TVSTO J.
WARRUS
Prattman

Vacaville NT Greek Eats LLC
5765 WINFIELD
BLVD., STE 4
SAN JOSE, CA 95123

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

Vacaville NT Greek Eats LLC
5765 WINFIELD
BLVD., STE 4
SAN JOSE, CA 95123



9590 9402 8803 4005 5744 46

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1059

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes
☐ No

Service Type

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

Domestic Return Receipt

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

7022 2410 0000 2265 1066



Nick the Greek Almaden LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

7022 2410 0000 2265 1066

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

OFFICIAL USE

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

Certified Mail Fee

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

Return Receipt (hardcopy)

Insurance

Signature Confirmation

Registered Mail

Priority Mail Express

Postage

Postage

Postage

Postage

Postage

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

Nick the Greek Almaden LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

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.

Nick the Greek Almaden LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

9590 9402 8803 4005 5744 39

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1066

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

□ Agent

□ Addressee

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

□ Restricted Delivery

□ Priority Mail Express®

□ Registered Mail™

□ Registered Mail Restricted Delivery

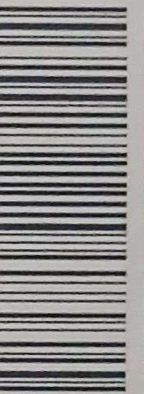
□ Signature Confirmation™

□ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

7022 2410 0000 2265 1073



CERTIFIED MAIL

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

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

OFFICIAL USE

Certified Mail Fee

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

☐ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic) \$ _____

U.S. PSN U.

WVWUC

Nick the Greek Bascom LLC
5765 WINFIELD BLVD
SAN JOSE, CA 95123

7022 2410 0000 2265 1073

PS Form 3800, April 2015 PSN 7530-02-000-9041

SHIP THIS MAIL TO: www.usps.com

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.

Nick the Greek Bascom LLC
5765 WINFIELD BLVD
SAN JOSE, CA 95123

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

1. Received by (Printed Name)

C. Date of Delivery

- ☐ Agent
- ☐ Addressee

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



9590 9402 8803 4005 5744 22

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1073

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

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



7022 2410 0000 2265 1080

U.S. Postal Service™
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Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

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

Postmark

Nick the Greek Bernal LLC
5765 WINFIELD BLVD
SAN JOSE, CA 95123

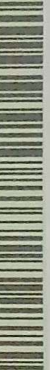
7022 2410 0000 2265 1080

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

SENDER: COMPLETE THIS SECTION

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

Nick the Greek Bernal LLC
5765 WINFIELD BLVD
SAN JOSE, CA 95123



9590 9402 8803 4005 5744 15

7022 2410 0000 2265 1080

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery

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

Service Type

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

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



7022 2410 0000 2265 1103

Nick the Greek Redwood City LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

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.

Nick the Greek Redwood City LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123



9590 9402 8803 4005 5742 93

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

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

☒ Return Receipt (hardcopy)

WAVUT
PUSHOUT

Return Receipt (electronic)

\$

Post

Port

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PS Form 3800, April 2015 PSN 7530-02-000-9007

See Reverse for Instructions

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



7022 2410 0000 2265 1097

Nick the Greek Santa Clara LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

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 ☒ X	
1 Nick the Greek Santa Clara LLC 5765 WINFIELD BLVD. SAN JOSE, CA 95123		Received by (Printed Name) ☐ Agent ☐ Addressee	
2 Article Number (Transfer from service label) 9590 9402 8803 4005 5743 09 7022 2410 0000 2265 1097		C. Date of Delivery Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Restricted Delivery	

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

Domestic Return Receipt

7022 2410 0000 2265 1097

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

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

OFFICIAL USE

Certified Mail Fee

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

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

JUSTICE
WARRIOR
Postmark

Nick the Greek Santa Clara LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

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

7022 2410 0000 2265 1.1.10

Nick the Greek Sunnyvale LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

Nick the Greek Sunnyvale LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

Official Use
For delivery information, visit our website at www.usps.com
Certified Mail® Receipt
Domestic Mail Only

For delivery information, visit www.usps.com

OFFICIAL USE

Certified Mail Fee \$ _____

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

☐ Return Receipt (hardcopy) \$ _____

☐ Insure (maximum \$500,000) \$ _____

USPS

PS Form 3800, April 2015 PSN 7500-02-000-9047 See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY

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		

Nick the Greek Sunnyvale LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

9590 9402 8803 4005 5743 16

0TTT 5922 0000 0T42 2202

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

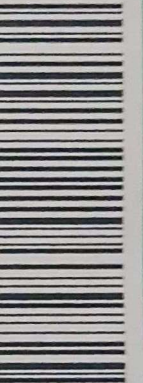
Domestic Return Receipt

7022 2410 0000 2265 1110

PS Form 3800, April 2015 PSN 7500-02-000-9047 See Reverse for Instructions

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

7022 2410 0000 2265 1127



Nick the Greek Valley Fair LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

7022 2410 0000 2265 1127

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

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

OFFICIAL USE

Certified Mail Fee

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

1. ☐ Return Receipt (hardcopy)

2. ☐ Signature Confirmation

3. ☐ Registered Mail

4. ☐ Signature Restricted Delivery

5. ☐ Signature Confirmation Restricted Delivery

6. ☐ Signature Confirmation Restricted Delivery

7. ☐ Signature Confirmation Restricted Delivery

8. ☐ Signature Confirmation Restricted Delivery

9. ☐ Signature Confirmation Restricted Delivery

10. ☐ Signature Confirmation Restricted Delivery

11. ☐ Signature Confirmation Restricted Delivery

12. ☐ Signature Confirmation Restricted Delivery

13. ☐ Signature Confirmation Restricted Delivery

14. ☐ Signature Confirmation Restricted Delivery

Nick the Greek Valley Fair LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

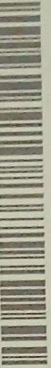
PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

Nick the Greek Valley Fair LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

9590 9402 8803 4005 5743 23



2. Article Number (Transfer from service label)

7022 2410 0000 2265 1127

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

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

Domestic Return Receipt

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

7022 2410 0000 2265 1134



Nick the Greek Willow Glen LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

7022 2410 0000 2265 1134

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

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

OFFICIAL USE

Certified Mail Fee

\$

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

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

\$

Postage

\$

For

\$

Stamps

\$

Ch

Nick the Greek Willow Glen LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

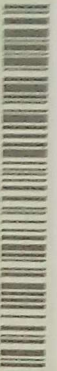
PS Form 3800, April 2015 PSN 7530-02-000-9017

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

Nick the Greek Willow Glen LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123



9590 9402 8803 4005 5743 30

2. Address: Must be different from service label

7022 2410 0000 2265 1134

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ X
- B. Received by (Printed Name)
- C. Date of Delivery

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

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

Restricted Delivery

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

Domestic Return Receipt

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.		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	
Baly LLC 5765 WINFIELD BLVD., SUITE 4 SAN JOSE, CA 95123		Greek Eats at Oyster Point Inc 5765 WINFIELD BLVD., SUITE 4 SAN JOSE, CA 95123	
9590 9402 8803 4005 5743 61 2. Article Number (Transfer from service label) 7022 2410 0000 2265 0991		9590 9402 8803 4005 5744 53 2. Article Number (Transfer from service label) 7022 2410 0000 2265 1042	
PS Form 3811, July 2020 PSN 7530-02-000-9053		PS Form 3811, July 2020 PSN 7530-02-000-9053	
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.		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	
Nick the Greek Redwood City LLC 5765 WINFIELD BLVD. SAN JOSE, CA 95123		Dublin Greek Eats LLC 5765 WINFIELD BLVD., SUITE 4 SAN JOSE, CA 95123	
9590 9402 8803 4005 5742 93 2. Article Number (Transfer from service label) 7022 2410 0000 2265 1103		9590 9402 8803 4005 5744 60 2. Article Number (Transfer from service label) 7022 2410 0000 2265 1035	
PS Form 3811, July 2020 PSN 7530-02-000-9053		PS Form 3811, July 2020 PSN 7530-02-000-9053	
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.		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	
Castro Valley Greek Eats LLC 5765 WINFIELD BLVD., SUITE 4 SAN JOSE, CA 95123		Vacaville NT Greek Eats LLC 5765 WINFIELD BLVD., STE 4 SAN JOSE, CA 95123	
9590 9402 8803 4005 5743 85 Article Number (Transfer from service label) 7022 2410 0000 2265 0977		9590 9402 8803 4005 5744 46 2. Article Number (Transfer from service label) 7022 2410 0000 2265 1059	
PS Form 3811, July 2020 PSN 7530-02-000-9053		PS Form 3811, July 2020 PSN 7530-02-000-9053	
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.		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	
Nick the Greek Valley Fair LLC 5765 WINFIELD BLVD. SAN JOSE, CA 95123		Clayton Greek Eats LLC 5765 WINFIELD BLVD., SUITE 4 SAN JOSE, CA 95123	
9590 9402 8803 4005 5743 23 Article Number (Transfer from service label) 7022 2410 0000 2265 1127		9590 9402 8803 4005 5743 54 2. Article Number (Transfer from service label) 7022 2410 0000 2265 1004	
PS Form 3811, July 2020 PSN 7530-02-000-9053		PS Form 3811, July 2020 PSN 7530-02-000-9053	
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.		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	
BALY Breakfast LLC 5765 WINFIELD BLVD., SUITE 4 SAN JOSE, CA 95123		Nick the Greek Bascom LLC 5765 WINFIELD BLVD SAN JOSE, CA 95123	
9590 9402 8803 4005 5743 78 2. Article Number (Transfer from service label) 7022 2410 0000 2265 0984		9590 9402 8803 4005 5744 22 2. Article Number (Transfer from service label) 7022 2410 0000 2265 1073	
PS Form 3811, July 2020 PSN 7530-02-000-9053		PS Form 3811, July 2020 PSN 7530-02-000-9053	

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.

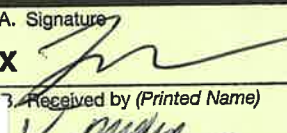
Davis Greek Eats LLC
5765 WINFIELD BLVD., SUITE 4
SAN JOSE, CA 95123

9590 9402 8803 4005 5744 77

Article Number (Transfer from service label)
7022 2410 0000 2265 1028

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)
Nick Tsiganis

C. Date of Delivery
12/22/24

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

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

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

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.

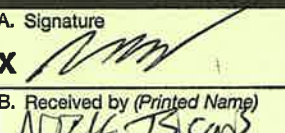
Nick the Greek Sunnyvale LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

9590 9402 8803 4005 5743 16

Article Number (Transfer from service label)
7022 2410 0000 2265 1110

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)
Nick Tsiganis

C. Date of Delivery

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

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

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

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.

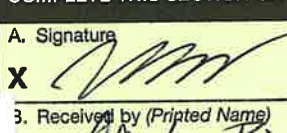
Concord Greek Eats LLC
5765 WINFIELD BLVD., SUITE 4
SAN JOSE, CA 95123

9590 9402 8803 4005 5743 92

Article Number (Transfer from service label)
7022 2410 0000 2265 0960

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)
Nick Tsiganis

C. Date of Delivery

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

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

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

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.

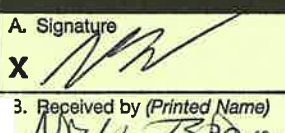
Nick the Greek Willow Glen LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

9590 9402 8803 4005 5743 30

Article Number (Transfer from service label)
7022 2410 0000 2265 1134

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)
Nick Tsiganis

C. Date of Delivery

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

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

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

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.

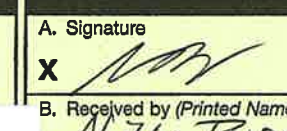
WALNUT CREEK GREEK EATS LLC
5765 WINFIELD BLVD., SUITE 4
SAN JOSE, CA 95123

9590 9402 8803 4005 5743 47

Article Number (Transfer from service label)
7022 2410 0000 2265 1011

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)
Nick Tsiganis

C. Date of Delivery

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

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

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

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.

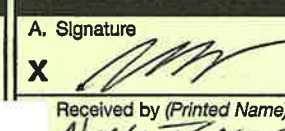
Nick the Greek Santa Clara LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123

9590 9402 8803 4005 5743 09

Article Number (Transfer from service label)
7022 2410 0000 2265 1097

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)
Nick Tsiganis

C. Date of Delivery

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

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

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

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.

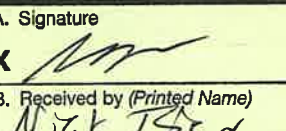
Nick the Greek Bernal LLC
5765 WINFIELD BLVD
SAN JOSE, CA 95123

9590 9402 8803 4005 5744 15

Article Number (Transfer from service label)
7022 2410 0000 2265 1080

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)
Nick Tsiganis

C. Date of Delivery

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

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

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

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.

Nick the Greek Almaden LLC
5765 WINFIELD BLVD.
SAN JOSE, CA 95123



9590 9402 8803 4005 5744 39

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1066

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)

Nick the Greek

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
- ☐ all Restricted Delivery

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

Domestic Return Receipt

1 **PROOF OF SERVICE**

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

5 On **February 24, 2025**, I served the document described as:
6 **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION**
7 **UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE**
8 **§§ 2698, ET SEQ.**

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

11 Brian Robert Skarbek
12 116 East Campbell Avenue, Suite 1
13 Campbell, CA 95008

14 *Registered Agent for Defendant,*
15 WALNUT CREEK GREEK EATS LLC
16 CLAYTON GREEK EATS LLC
17 BALY LLC
18 BALY BREAKFAST LLC
19 CASTRO VALLEY GREEK EATS LLC
20 CONCORD GREEK EATS LLC
21 DANVILLE GREEK EATS LLC
22 DAVIS GREEK EATS LLC
23 DUBLIN GREEK EATS LLC
24 GREEK EATS AT OYSTER POINT INC.
25 VACAVILLE NT GREEK EATS LLC

26 Nicholas Elias Tsigaris
27 1148 Kimberly Drive
28 San Jose, CA 95118

Registered Agent for Defendant,
NICK THE GREEK ALMADEN LLC
NICK THE GREEK BASCOM LLC
NICK THE GREEK BERNAL LLC
NICK THE GREEK REDWOOD CITY
LLC
NICK THE GREEK SANTA CLARA LLC
NICK THE GREEK SUNNYVALE LLC
NICK THE GREEK VALLEY FAIR LLC
NICK THE GREEK WILLOW GLEN LLC

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

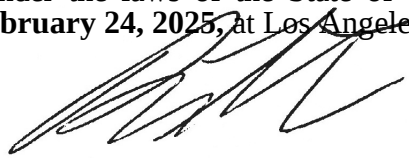
35 ☐ **BY ELECTRONIC SERVICE:** Pursuant to the Court’s Order Authorizing Electronic
36 Service, the above named document(s) has been electronically served on counsel of record
37 by transmission through the Case Anywhere system on the date below. The transmission
38 of these documents to the Case Anywhere system was reported as complete and a copy of
39 the Case Anywhere Transaction Receipt will be maintained along with the original
40 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 24, 2025**, at Los Angeles, California.

Riley McIntire
Type/Print Name



Signature