

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

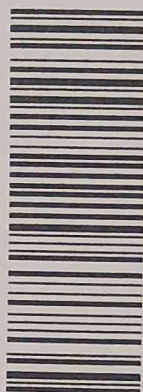
Best Regards,

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

Sairah Budhwani

Copy: WALNUT CREEK GREEK EATS LLC (via U.S. Certified Mail); CLAYTON GREEK EATS LLC (via U.S. Certified Mail); BALY LLC (via U.S. Certified Mail); BALY BREAKFAST LLC (via U.S. Certified Mail); CASTRO VALLEY GREEK EATS LLC (via U.S. Certified Mail); CONCORD GREEK EATS LLC (via U.S. Certified Mail); DANVILLE GREEK EATS LLC (via U.S. Certified Mail); DAVIS GREEK EATS LLC (via U.S. Certified Mail); DUBLIN GREEK EATS LLC (via U.S. Certified Mail); GREEK EATS AT OYSTER POINT INC (via U.S. Certified Mail); VACAVILLE NT GREEK EATS LLC (via U.S. Certified Mail); NICK THE GREEK ALMADEN LLC (via U.S. Certified Mail); NICK THE GREEK BASCOM LLC (via U.S. Certified Mail); NICK THE GREEK BERNAL LLC (via U.S. Certified Mail); NICK THE GREEK REDWOOD CITY LLC (via U.S. Certified Mail); NICK THE GREEK SANTA CLARA LLC (via U.S. Certified Mail); NICK THE GREEK SUNNYVALE LLC (via U.S. Certified Mail); NICK THE GREEK VALLEY FAIR LLC (via U.S. Certified Mail); NICK THE GREEK WILLOW GLEN LLC (via U.S. Certified Mail)

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



7022 2410 0000 2265 1011

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) \$
☐ Certified Mail Restricted Delivery \$

Postmark
JUL 20 2020
WALNUT

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

PS Form 3811, July 2020 PSN 7530-02-000-9033

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

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



9590 9402 8803 4005 5743 47

2. A. **7022 2410 0000 2265 1011**

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

PS Form 3811, July 2020 PSN 7530-02-000-9033

Domestic Return Receipt

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

CERTIFIED MAIL



7022 2410 0000 2265 1004

Clayton 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.

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



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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

C. Date of Delivery

☐ Agent
☐ Addressee

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

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

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

Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2265 1004

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

OFFICIAL USE

Certified Mail Fee

5.00

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 5.00
☐ Return Receipt (electronic) \$ 0.00

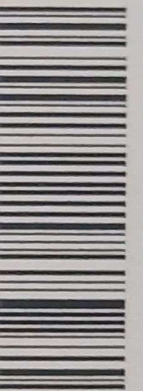
W. W. W. W.

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

PS Form 3800, April 2018 PSN 7530-02-000-9047

See Reverse for Instructions

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



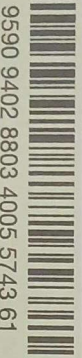
7022 2410 0000 2265 0991

Baly 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.

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



9590 9402 8803 4005 5743 61

2. Air Mail (Transfer from outside label)

7022 2410 0000 2265 0991

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

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 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

Printed 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

\$

7022 2410 0000 2265 0991

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

☒ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Cert

☐ Adult

☐ Adult

Postage

Total P

Sent To

Street a

City, St

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

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

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



7022 2410 0000 2265 0984

BALY Breakfast 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.

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



9590 9402 8803 4005 5743 78

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0984

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?

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

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)

\$

\$

\$

\$

\$

\$

\$

\$

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

Postage

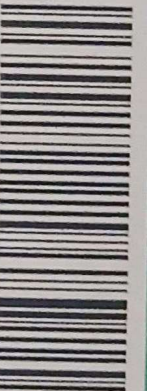
Postage

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

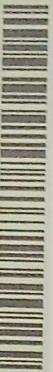


Castro Valley Greek Eats LLC
5765 WINFIELD
BLVD., SUITE 4
SAN JOSE, CA 95123

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? 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 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) \$ 0.00

Return Receipt (electronic) \$ 0.00

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
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)

\$

\$

5765 WINFIELD

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

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

CERTIFIED MAIL



7022 2410 0000 2265 0953

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
- B. Received by (Printed Name) ☐ 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
 - ☐ Insured Mail
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation 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

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

1. Received by (Printed Name)

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

Restricted Delivery

Domestic Return Receipt

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

OFFICIAL USE

USPS 1.

Wm

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

7022 2410 0000 2265 1028

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

Domestic Return Receipt

7022 2410 0000 2265 1042

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

OFFICIAL USE

Certified Mail Fee

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

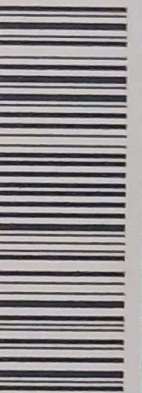
JUSTO V.
WILSON

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™
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) \$

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)

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

Signature Confirmation

Signature Confirmation

Signature Confirmation

Signature Confirmation

Signature Confirmation

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™

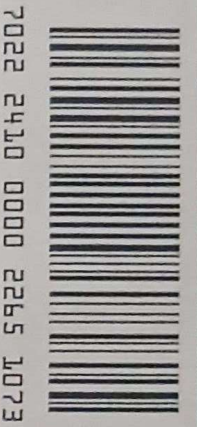
□ Registered Mail Restricted Delivery

□ 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

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

7022 2410 0000 2265 1073

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) \$

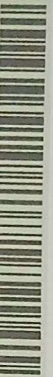
Signature of Addressee
WUWU

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



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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes ☐ No
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 1080

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

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

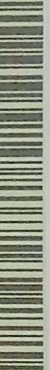
7022 2410 0000 2265 1080

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
X ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery

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

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®

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 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	

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

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 Confirmation 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 7530-02-000-9067

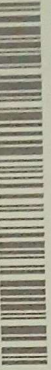
See Reverse for Instructions

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

To

Post Office

City

State

Zip

Country

Post Office

City

State

Zip

Country

Post Office

City

State

Zip

Country

Post Office

City

State

Zip

Country

Post Office

City

State

Zip

Country

Post Office

City

State

Zip

Country

Post Office

City

State

Zip

Country

Post Office

City

State

Zip

Country

Post Office

City

State

Zip

Country

Post Office

City

State

Zip

Country

Post Office

City

State

Zip

Country

Post Office

City

State

Zip

Country

Post Office

City

State

Zip

Country

Post Office

City

State

Zip

Country

Post Office

City

State

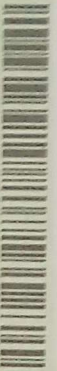
PS Form 3800, April 2015 PSN 7530-02-000-9007

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

PS Form 3811, July 2020 PSN 7530-02-000-9003

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ X
- B. 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
- ☐ 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

Domestic Return Receipt