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February 27, 2020

Via Electronic Filing Only

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 622-3273

RE: Miguel Angel Duran v. No Ho Brickyard, LLC dba The Brickyard Pub
PRIVATE ATTORNEY GENERAL ACT (Our File No. 13971)

To Whom It May Concern:

Please be informed that No Ho Brickyard, LLC dba The Brickyard Pub, located at 11130 W Magnolia Blvd., North Hollywood, CA 91601 (referred to as "Respondent"), and any other employers or person(s) acting on behalf of Respondent as such phrase is used under Labor Code sections 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our client, Miguel Angel Duran, as well as other employees working for Respondent within the past four years, including all of Respondent's other locations within California.

Our client worked as a busser for Respondent from on or about March 1, 2012 through on or about August 24, 2019, and was a full-time, non-exempt employee. Respondent failed to provide meal and rest periods, failed to maintain complete and accurate time records, and failed to provide accurate itemized wage statements to our client.

Further, pursuant to the decision in *Huff v. Securitas Security Services, USA, Inc.* (2018) 23 Cal.App.5th 745, our client may represent all other potentially aggrieved employees who have been subjected to other additional labor code violations, even though our client did not suffer the same violations. Our client is informed and believes that Respondent wrongfully withheld wages, failed to pay wages when due, failed to pay minimum wages, failed to provide meal periods, failed to provide rest breaks, failed to provide timely and accurate itemized wage statements, failed to maintain complete and accurate time records, and/or failed to pay all wages due and owing at the end of other aggrieved employees' employment, as follows:

Respondent violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 because it failed to pay our client and/or other aggrieved employees California's statutory minimum wage.

Respondent violated Labor Code §510 because it failed to pay our client and/or other aggrieved employees overtime, even though they worked more than 8 hours per day and/or 40 hours per week throughout their employment.

Respondent violated Labor Code §§ 512 and 226.7 because it failed to provide our clients and/or other similarly situated employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client did not validly waive said meal periods. Respondent failed to affirmatively advise of the right to take statutory meal periods, regularly interrupted meal periods, and/or did not completely relieve all duty during said meal periods. Respondent did not pay to our client and/or other aggrieved employees one (1) additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided.

Respondent violated Labor Code § 226.7 because it failed to provide our client and other aggrieved employees 10-minute rest breaks for every four (4) hours of work, or majority portion thereof, throughout their employment. Respondent failed to affirmatively advise our client and other aggrieved employees of the right to take statutory rest breaks, regularly interrupted our client's rest breaks, and/or did not completely relieve our client of all duty during said rest breaks. Respondent did not pay to our client one (1) additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest breaks was not provided.

Respondent violated Labor Code §§ 226(a)(1), (2), (5) and (9), and 1174 because it failed to provide our client and other aggrieved employees with itemized wage and hour statements that fully or accurately stated the (1) gross wages earned, (2) total hours worked by the employee, (5) net wages earned, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Our client's paystubs failed to include all hours worked and omitted the hourly rate for those excluded hours, rendering both the stated gross and net wages false and inaccurate. Respondent further violated Labor Code § 226(a) because it failed to keep a copy of the required itemized statements on file for at least three (3) years at the place of employment or at a central location within the State of California.

Respondent violated Labor Code § 203 because it willfully failed to pay our client and/or other aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include minimum wages, regular wages earned but not paid, overtime wages, meal/rest period compensation, and all wages due and owing at the end of employment described above.

Respondent violated Labor Code §221 by collecting and/or receiving from our client and/or other aggrieved employees part of their wages theretofore paid by said Respondent to said employees.

Respondent violated Labor Code §206.5 by requiring our client, and other aggrieved employees, to execute a release as a condition of being paid, and employees were required to execute a statement of hours they each worked during the pay period which Respondent knew to be false.

Respondent violated Labor Code §§ 98.6 and 1102.5 because it retaliated against our client and/or other aggrieved employees for complaining that they are owed unpaid wages and for exercising or requesting to exercise their rights under the Labor Code.

Respondent violated Labor Code § 2802 because it failed to indemnify our client and/or other aggrieved employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties and/or of his or her obedience to the directions.

Each of the aforementioned violations is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Please take further notice that Respondent violated Labor Code §246 because they failed to provide to our client and its other employees with paid sick leave. Our client worked for Respondent for more than 30 days and was entitled to accrue paid sick leave at the rate of 1 hour for every 30 hours worked. Our client and/or other aggrieved employees did not accrue any paid sick leave at all, and if they took time off from work that would have qualified as sick leave, received no wages for this time period.

Respondent violated Labor Code § 227.3 because it failed to pay our client, and/or other aggrieved employees, wages for unused vested vacation time.

Please take further notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 248.5, 558, 226.3.

Respondent's violations of 8 Code of Regulations § 11050, Industrial Welfare Commission Order No. 5-2001, Labor Code §§ 98.6, 201-203, 221, 226, 226.7, 227.3, 246, 510, 512, 1102.5, 1182.12, 1194, 1194.2, 1197, 2699, and other applicable provisions, as alleged herein (i.e. Respondent wrongfully withheld wages, AND/OR has failed to pay wages when due, AND/OR has failed to pay minimum wages, AND/OR has failed to pay overtime wages, AND/OR has failed to provide meal periods, AND/OR has failed to provide rest breaks, AND/OR has failed to provide timely and accurate itemized wage and hour statements, AND/OR failed to maintain complete and accurate time records AND/OR has failed to pay all wages due and owing at the end of client's and other aggrieved employees' employment) constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Please take further notice pursuant to Labor Code § 2699.3(c) that Respondent violated Labor Code § 226.8 because it willfully misclassified our client and/or other aggrieved employees as independent contractors instead of as employees.

Our client is informed and believes, and thereon alleges, that he and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our client, as an aggrieved employee, brings an action against Respondent, on behalf of himself and other current and former employees.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf, and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Respondent.

Respectfully,

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION



Mae-Elaine Q. Delos Santos
Attorney at Law

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