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Attorneys for Plaintiffs

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

ERIKA LIZETH MERINO ALEJANDRO,
ADRIANA MOLINA, NICHOLAS
CEBALLOS, JOB ASCENCIO, and GERMAN
APARICIO, on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

vs.

SANTA EASTVALE, INC. DBA PANINI
KABOB GRILL; PKG CATERING, INC.;
SANTA CORONA DEL MAR
INVESTMENTS, INC.; SANTA UTC, INC.;
SANTA MISSION, INC.; SANTA CENTURY,
INC.; SANTA LBX, INC.; SANTA LOS
OLIVOS, INC.; SANTA BROADWAY, INC.;
SANTA MIX, INC.; SANTA FLORITA
INVESTMENTS, INC.; SANTA CERRITOS,
INC.; SANTA JAMBOREE INVESTMENTS,
INC.; SANTA PLAY VISTA PANINI

Case No.: CIVSB2202254

*[Assigned for all purposes to:
Hon. Kevin C Lee, Dept. S-26]*

**DECLARATION OF BENJAMIN H.
HABER IN SUPPORT OF PLAINTIFFS'
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Complaint Filed: January 28, 2022
FAC Filed: July 21, 2026

1 INVESTMENTS, INC.; SANTA MIGUEL,
INC.; SANTA VICTORIA INVESTMENTS,
2 INC.; SANTA MONICA PANINI
INVESTMENTS, INC.; SANTA BRASSY,
3 INC.; SAN PEDRO, INC.; SANTA CROWN,
INC.; SANANA, INC. MAH, INC.; SANTA
4 CULVER, INC.; SANTA CENTRAL, INC.;
SANTA MARINA, INC.; SANTA PASEO,
5 INC.; SANTA VAN NUYS, INC.; SAINT
REAL, INC.; SAINT UTC, INC.; SANTA
6 GALLERIA, INC.; FARM FOOD, INC.;
SANTA ESCONDIDO, INC.; SANTA
7 SUNSET, INC.; SANTA NORTHRIDGE,
INC.; SAINT PARK, INC.; and DOES 1
8 through 10, inclusive,

9
10 Defendants.

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1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a Partner at Wilshire Law Firm, PLC (“WLF” or “PAGA Counsel”), counsel for Plaintiff Erika Lizeth Merino Alejandro (“Plaintiff Alejandro”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.
2. I submit this declaration in support of Plaintiffs’ Motion for Approval of PAGA Settlement.

3. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Alejandro gave written notice on November 23, 2021, to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support (LWDA-CM-854152-21). On January 28, 2022, Plaintiff Alejandro filed an Amended PAGA Notice. On January 28, 2022, Plaintiff Alejandro filed a Complaint adding an allegation for civil penalties pursuant to California Private Attorneys General Act, Cal. Labor Code § 2699, et seq. (“PAGA”). On July 21, 2026, Plaintiff Alejandro filed a Second Amended PAGA Notice. Attached hereto as **Exhibit 1** is true and correct copy of the November 23, 2021, January 28, 2022, and July 21, 2026, PAGA Notice Letters.

4. Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action with Todd A. Smith, Esq., a well-respected and experienced mediator in wage-and-hour class and representative actions. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiff obtained through informal discovery a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions.

5. On May 16, 2024, the Parties engaged in an all-day mediation session Todd A. Smith, Esq. The Parties were unable to reach an agreement and thereafter continued their efforts in arbitration. The Parties later engaged in further settlement discussions, which resulted in a

1 global settlement of this Action and the other actions brought by Adriana Moline, Nicholas
2 Ceballos, Job Ascentcio, and German Aparicio. The Settlement was fully executed in or around
3 April 2026 and was negotiated in light of all known facts and circumstances and the uncertainty
4 associated with litigation – including the risk of Plaintiffs not being able to maintain representative
5 claims, the difficulty of proving Plaintiffs’ claims in a manageable trial, the merits of Defendant’s
6 potential defenses, and the significant delay and potential appellate issues inherent to litigation –
7 and was reached after extensive arm’s length negotiations, with the assistance of Todd A. Smith,
8 Esq.

9 Reasonable of the PAGA Settlement

10 6. I have independently reviewed the damages analysis performed by co-counsel,
11 Crosner Legal, PC and concur with its conclusions.

12 Wilshire Law Firm’s Qualifications, Fees, and Costs

13 7. Plaintiff Alejandro is represented by WLF. The attorneys at WLF performed
14 significant work and expended litigation costs in prosecuting this matter with no guarantee of
15 payment.

16 8. WLF has been selected by Best Lawyers and U.S. News & World Report as one of
17 the nation’s Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
18 employees. WLF is actively and continuously practicing in employment litigation, representing
19 employees in both individual and class actions in both state and federal courts throughout
20 California.

21 9. WLF is qualified to handle this litigation because its attorneys are experienced in
22 litigating Labor Code violations in individual, class action, and representative action cases. WLF
23 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
24 class actions involving consumer rights and data privacy litigation.

25 10. I am a Partner at Wilshire Law Firm, PLC. I graduated from the University of
26 California, Los Angeles, in 2012 and received my Juris Doctor from the University of California,
27 Hastings College of the Law (now the University of California College of Law, San Francisco) in
28 2016. During law school, I was a member of the executive board for the *Hastings Law Journal*; a

1 student mediator at the San Francisco Superior Court, Small Claims Division; and a managing
2 editor for *SCOCAblog*, which continues to be a leading online publication for analysis regarding
3 trends and cases before the California Supreme Court. Since graduating from law school, I have
4 focused my legal work primarily on wage-and-hour litigation and have helped obtain more than
5 one hundred class settlements on behalf of tens of thousands of workers in California. I was also
6 selected as a “Southern California Rising Star” in 2024, 2025, and 2026, and a “Best Lawyers:
7 Ones to Watch” in 2026.

8 11. I have been appointed as class counsel in numerous wage-and-hour cases throughout
9 California. Below is a non-exhaustive list of cases where I was appointed as class counsel or I and
10 other members of WLF were appointed as class counsel:

11 (a) *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-
12 2020-00030682-CU-OE-CTL; Motion for Final Approval granted on
13 October 28, 2022.

14 (b) *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No.
15 CV-21-000269; Motion for Final Approval granted on January 10, 2023.

16 (c) *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No.
17 RG21096357; Motion for Final Approval granted on January 31, 2023.

18 (d) *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No.
19 MSC20-01916; Motion for Final Approval granted on March 3, 2023.

20 (e) *Varez v. Valley Connection, LLC dba Carl's Jr.*, Merced County, Case No.
21 22CV-00985; Motion for Final Approval granted on April 27, 2023.

22 (f) *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No.
23 21STCV35987; Motion for Final Approval granted on May 3, 2023.

24 (g) *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-
25 0001473-CU-OE-CTL; Motion for Final Approval granted on May 30,
26 2023.

27 (h) *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No.
28 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on

May 30, 2023.

- (i) *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- (j) *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- (k) *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- (l) *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- (m) *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No. CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- (n) *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- (o) *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- (p) *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.
- (q) *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-CV-01145; Motion for Final Approval granted on March 15, 2024.
- (r) *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- (s) *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640; Motion for Final Approval granted on April 24, 2024.
- (t) *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County,

Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.

(u) *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.

(v) *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case No. S-CV-268148; Motion for Final Approval granted on August 21, 2024.

(w) *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County, Case No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted on September 3, 2024.

(x) *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456; Motion for Final Approval granted on May 1, 2024.

(y) *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346; Motion for Final Approval Granted on December 4, 2024.

(z) *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case No. 22STCV37390; Motion for Final Approval granted on December 3, 2024.

(aa) *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case No. 22CV397353; Motion for Final Approval granted on November 22, 2024.

(bb) *Petrossian v. The Testing Company LLC*, Los Angeles County, Case No. 22STCV34526; Motion for Final Approval granted on December 23, 2024.

(cc) *Conchas Jimenez v. The Castine Group*, Santa Clara County, Case No. 21CV375173; Motion for Final Approval granted on February 6, 2025.

(dd) *Svay v. Certainteed, LLC*, Madera County, Case No. MCV093066; Motion for Final Approval granted on May 20, 2025.

(ee) *Chavira, et al. v. Mark III Construction, Inc.*, Sacramento County, Case No. 34-2021-00308972-CU-OE-GDS; Motion for Final Approval granted on January 30, 2026.

(ff) *Mendoza, et al. v. OSI Industries, LLC*, Riverside County, Case No. CVRI2203101; Motion for Final Approval granted on February 27, 2026.

12. Giancarlo A. Recinos is a Senior Attorney at WLF. He was admitted to practice law in the State of California in 2012 and is an active member in good standing with the State Bar of California. Mr. Recinos graduated from San Francisco State University with a Bachelor of Arts in Communications and received his Juris Doctor from Southwestern Law School. For over a decade, his practice has focused on employment law and wage-and-hour compliance.

13. Daniel J. Kramer is a Senior Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California and the Central, Eastern, Southern, and Northern Districts of California. He graduated from Stanford University with a Bachelor of Arts in History and Political Science, and received his Juris Doctor from Loyola Law School, Los Angeles in 2016. During law school, he was a research editor for the *Loyola of Los Angeles International and Comparative Law Review*. Before joining Wilshire Law Firm, he practiced briefly at a firm that focused on municipal law and code enforcement and then moved to a respected plaintiff-side firm to practice wage and hour class action litigation. He has several years of work experience litigating wage and hour class actions, and has been appointed as class counsel in numerous cases, including *inter alia*:

(a) *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456; Motion for Final Approval granted on May 1, 2024.

(b) *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346; Motion for Final Approval granted on December 4, 2024.

(c) *Petrossian v. The Testing Company LLC*, Los Angeles County, Case No. 22STCV34526; Motion for Final Approval granted on December 23, 2024.

(d) *Conchas Jimenez v. The Castine Group*, Santa Clara County, Case No. 21CV375173; Motion for Final Approval granted on February 6, 2025.

(e) *Svay v. Certainteed, LLC*, Madera County, Case No. MCV093066; Motion for Final Approval granted on May 20, 2025.

(f) *Chavira, et al. v. Mark III Construction, Inc.*, Sacramento County, Case No. 34-2021-00308972-CU-OE-GDS; Motion for Final Approval granted on January 30, 2026.

(g) *Mendoza, et al. v. OSI Industries, LLC*, Riverside County, Case No. CVRI2203101; Motion for Final Approval granted on February 27, 2026.

14. Chase M. Stern is an Attorney at WLF. He has more than a decade of complex litigation experience, which has been largely dedicated to representing individual and corporate entity plaintiffs in complex class action and commercial litigation in state and federal courts throughout the country. He is admitted to practice law before all courts in the State of California, the United States District Courts for the Northern, Southern, Eastern, and Central Districts of California, and the United States Court of Appeals for the Ninth Circuit. Over the course of his career, he has been appointed as class counsel in numerous class action matters throughout California, including wage-and-hour cases. He holds a B.S. in Finance and Entrepreneurship & Emerging Enterprises from Syracuse University and a J.D. from California Western School of Law, graduating from both institutions with honors.

15. Justin F. Marquez is a former Senior Partner at WLF. He was admitted to the California State Bar in 2009 and has more than 17 years of experience litigating complex class, representative, and appellate matters. Mr. Marquez was actively involved in the litigation and resolution of this matter from its inception through December 2024. His billing rate for this motion is set at \$1,000; however, his contingent hourly rate upon his departure from WLF was \$1,500, which has been approved in many comparable wage-and-hour and representative matters, including:

(a) On December 8, 2023, the Hon. Marcella O. McLaughlin of the San Diego County Superior Court approved his \$1,500 hourly rate when she granted final approval of the class action settlement in *Payabyab v. Bridge Hospice, LLC*, Case No. 7-2021-00046218-CU-OE-CTL;

1 (b) On January 11, 2024, the Hon. Laurel Beeler of the United States District Court,
2 Northern District of California approved his \$1,500 hourly rate when she
3 granted final approval of the class action settlement in *Suarez v. Bank of*
4 *America, N.A.* (N.D. Cal. Jan. 11, 2024), No. 18-cv-01202-LB, 2024
5 WL150721, *3 (“As for the lodestar cross-check, the billing rates are normal
6 and customary for timekeepers with similar qualifications and experience in the
7 relevant market.”);

8 (c) On January 11, 2024, the Hon. Harold Hopp of the Riverside County Superior
9 Court approved his \$1,500 hourly rate when he granted final approval of the
10 class action settlement in *Gutierrez v. Next Level Door & Millwork, Inc.*, Case
11 No. CVRI2105455;

12 (d) On February 1, 2024, the Hon. Joseph T. Ortiz of the San Bernardino Court
13 approved his \$1,500 hourly rate when he granted final approval of the class
14 action settlement in *Jackson, et al. v. Apple Valley Communications, Inc.*, et al.,
15 Case No. CIVSB2124721; and

16 (e) On May 7, 2024, the Hon. Elaine Lu of the Los Angeles County Superior Court
17 approved his \$1,500 hourly rate when she granted final approval of the class
18 action settlement in *Meza v. Argus Management Company, LLC, et al.*, Case No.
19 21STCV31612.

20 16. Rebecca Padilla is a Paralegal at Wilshire Law Firm with eight years of experience
21 working at law firms, including over six years of experience working on class action cases. She is
22 a graduate of the California State University, Northridge with a Bachelor of Science degree in
23 Business Administration – Business Law.

24 17. Coley Hayes is a Paralegal at Wilshire Law Firm with seven years of experience
25 working on wage and hour class action cases. She is a graduate of Austin Peay State University
26 with a Bachelor of Science degree in Mathematics and a Master’s degree in Curriculum and
27 Instruction.

28 18. In support of the reasonableness of WLF’s hourly rates, attached as **Exhibit 2** is a

1 true and correct excerpt from the *2025 Real Rate Report* published by Wolters Kluwer. The Real
2 Rate Report is widely relied upon in the legal industry because it is derived from anonymized
3 billing data taken from actual law firm invoices that were submitted to clients and approved for
4 payment, rather than from voluntary surveys or self-reported rates. Although the report refers to
5 “2025” rates, the data reflects rates charged by law firms during the first half of 2024 and therefore
6 represents the most recent available objective evidence of prevailing market rates.

7 (a) The 2025 Real Rate Report’s practice-area-specific data further supports this
8 conclusion. Page 81 provides third-quartile rates for the detailed practice
9 category “Employment and Labor: Other Litigation,” which is directly
10 analogous to the type of work performed in this case. That dataset includes
11 24 partners and 14 associates and shows a third-quartile rate of \$1,252 per
12 hour for partners and \$564 per hour for associates. These figures
13 demonstrate that even within the specialized employment litigation market,
14 partners regularly bill well above \$1,200 per hour based on rates actually
15 charged to clients. When this practice-specific benchmark is considered
16 together with the broader regional market data, it confirms that WLF’s
17 hourly rate for highly experienced counsel in a representative employment
18 action falls within the upper range of prevailing market rates rather than
19 outside it.

20 19. WLF has performed significant work and incurred litigation costs in prosecuting
21 this matter with no guarantee of any payment. The efforts expended by PAGA Counsel to achieve
22 this result include, but are not limited to, the following:

23 a. The investigation of the matter, including meeting with Plaintiffs, reviewing
24 Defendants’ policies, and requesting and reviewing Plaintiffs’ time and pay records, personnel
25 files, and exploring the corporate structure of Defendants;

26 b. filing the Actions;

27 c. attending status conferences and meeting and conferring with Defendants
28 regarding the case;

d. meeting and conferring with Defendants regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;

e. meeting and conferring with co-counsel;

f. selecting a mediator and mediation date;

g. working with opposing counsel, co-counsel, and expert consultants for the receipt of a representative sampling and analyzing the same with the aid of expert consultants and Plaintiffs to perform analyses of liability and exposure prior to attendance of the mediation in this matter;

h. reviewing policy documents from Defendants and researching applicable defenses;

i. preparation of the mediation brief and damages model for use at mediation;

j. attendance at the mediations;

k. communicating with Plaintiff who requested updates or other information regarding this matter;

l. negotiating, finalizing and fully executing the settlement agreement; and

m. preparing and filing the instant Motion for Approval of PAGA Settlement and supporting documents.

20. WLF has expended substantial time prosecuting this action and working toward approval of the proposed PAGA Settlement. WLF's current lodestar is no less than the following:

Attorney	Hours	Hourly Rate	Total
Benjamin H. Haber	63.2	\$925	\$58,460
Daniel J. Kramer	12.8	\$825	\$10,560
Chase M. Stern	42.5	\$800	\$34,000
Giancarlo Recinos	4.9	\$900	\$4,410

Justin F. Marquez ¹	25	\$1000	\$25,000
Rebecca Padilla	17.8	\$200	\$3,560
Coley Hayes	5.5	\$200	\$1,100
TOTAL	171.7 hours		\$137,090

21. There additional hours dedicated to this case by former colleagues at WLF that are not included in this lodestar amount. This lodestar also does not include the time PAGA Counsel will spend at the PAGA approval hearing and assisting the Settlement Administrator following approval of the PAGA Settlement. PAGA Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. Moreover, PAGA Counsel has assumed the risk and costs of litigation purely on a contingency basis. And, while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiffs may not succeed at class certification and/or trial. Any of these obstacles could have prevented recovery completely, meaning PAGA Counsel would have been left with no compensation for all the time and money invested in litigating this case. Despite these risks, PAGA Counsel took this case on a contingency basis so that Aggrieved Employees (a particularly vulnerable group of non-exempt employees) could be compensated for their unpaid wages and so the California Labor and Workforce Development Agency could have additional funds to enforce labor laws throughout the state. Consequently, PAGA Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

22. The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the Aggrieved Employees, in the form of a

¹ Former Wilshire Law Firm Senior Partner Justin Marquez devoted a great deal of time to this matter: assisting with the complaint, participating in several meetings regarding the case and case strategy, assisting with the mediation materials and brief, and attending two mediations. Based on my personal knowledge and information available to me, I have conservatively estimated that Mr. Marquez spent at least 25 hours on this case.

1 significant, non-reversionary settlement fund established to compensate the State of California and
2 the Aggrieved Employees and to penalize Defendant for the alleged PAGA violations. Without the
3 efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without
4 remedy.

5 23. In litigation costs, WLF has incurred \$32,107.98 in expenses on items such as filing
6 fees, service fees, mediation fees, and expert fees. Additionally, we anticipate incurring \$60.00 in
7 anticipated future costs for filing fees and service fees for a total of \$32,167.98 in costs. All the
8 costs incurred were reasonable and necessary for the prosecution of this case. The Settlement
9 provides for reimbursement of costs not to exceed \$50,000.00. A true and correct copy of WLF's
10 cost reports in this matter is attached hereto as **Exhibit 3**.

11 24. PAGA Counsel has negotiated a settlement here that they believe is fair,
12 reasonable, and adequate based on their prior experience litigating these types of cases.

13 25. Pursuant to California Labor Code Section 2699(s)(1), Plaintiff Alejandro
14 submitted a copy of the PAGA Complaint to the LWDA on November 10, 2023. Attached hereto
15 as **Exhibit 4** is a true and correct copy of the submission confirmation for the PAGA Complaint.
16 To date, the LWDA has not responded to or objected to the Settlement in this matter.

17 26. WLF has no actual or potential conflict of interest with the Aggrieved Employees
18 in this PAGA Action or with the Settlement Administrator that the Parties agreed to appoint, Apex
19 Class Action Administration.

20 I declare under penalty of perjury under the laws of the State of California and the United
21 States that the foregoing is true and correct.

22 Executed on August 11, 2026, at Los Angeles, California.

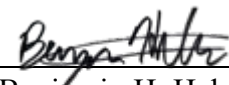
23
24 
25 Benjamin H. Haber

Exhibit 1

WILSHIRE LAW FIRM, PLC

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www.wilshirelawfirm.com



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Colin M. Jones, Esq.
A. Ilyas Akbari, Esq.
Justin F. Marquez, Esq.
Jon Teller, Esq.
Johnny Ogata, Esq.
Gail Richardson, Esq.
Christina Le, Esq.
Robert Dart, Esq.
Daniel B. Miller, Esq.

Tae Kim, Esq.
Hazel Chang, Esq.
Daniel DeSantis, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.
Rachel Vinson, Esq.
Ronghua Guan, Esq.
Arrash Fattahi, Esq.

November 23, 2021

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Santa Eastvale, Inc. dba Panini Kabob Grill
3159 A Red Hill Ave.
Costa Mesa, CA 92626
(Via Certified Mail, Return Receipt Requested)
9489 0090 0027 6372 2108 45

Mike Rafipoor
Agent for Service of Process for: Santa Eastvale, Inc. dba Panini Kabob Grill
3159 A Red Hill Ave.
Costa Mesa, CA 92626
(Via Certified Mail, Return Receipt Requested)
9489 0090 0027 6372 2108 52

Re: ***Erika Lizbeth Merino Alejandro v. Santa Eastvale, Inc. dba Panini Kabob Grill***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Erika Lizbeth Merino Alejandro ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer, Santa Eastvale, Inc. dba Panini Kabob Grill ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all other persons who worked for Defendant in California as non-exempt or hourly-paid employees at any time within the applicable statutory period ("Aggrieved Employees").

Plaintiff wishes to pursue this action on behalf of herself as an aggrieved employee, on behalf of the State of California, as well as on behalf of the Aggrieved Employees.

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within

the State of California, including San Bernardino County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code and Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff Gilberto Gomez is a resident of San Bernardino County, California who worked for Defendant in Rancho Cucamonga, California as an hourly-paid, non-exempt employee from approximately January 2021 to approximately June 2021. Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to pay all earned wages twice per month, failed to keep and maintain records of hours worked and meal periods, failed to timely pay all final wages to Plaintiff when Defendant terminated Plaintiff's employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures incurred in direct discharge of her duties for Defendant. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to work unpaid prior to clocking in for the workday and during legally required meal periods. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

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As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal period by the end of their fifth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period by the end of their tenth hour of work. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with a required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with a required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant has wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant

regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest periods. Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay Plaintiff and the Aggrieved Employees all wages due, and failed to pay those wages twice a month, in that they were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes the employees the legally required wages not paid, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain

accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 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.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages

of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, 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. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate

penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses in the form of work attire. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum, straight time, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

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Notice of Labor Code Violations and PAGA

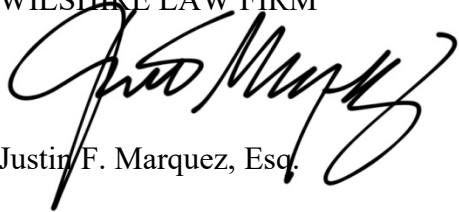
November 23, 2021

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Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "Justin Marquez", written over the printed name.

Justin F. Marquez, Esq.

WILSHIRE LAW FIRM, PLC

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Tae Kim, Esq.
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Daniel DeSantis, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.
Rachel Vinson, Esq.
Ronghua Guan, Esq.
Arrash Fattahi, Esq.

January 28, 2022

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Santa Eastvale, Inc. dba Panini Kabob Grill
3159 A Red Hill Ave.
Costa Mesa, CA 92626
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6372 2079 20

Mike Rafipoor
Agent for Service of Process for: Santa Eastvale, Inc. dba Panini Kabob Grill
3159 A Red Hill Ave.
Costa Mesa, CA 92626
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6372 2079 37

Re: ***Erika Lizeth Merino Alejandro v. Santa Eastvale, Inc. dba Panini Kabob Grill***
Amended Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Erika Lizeth Merino Alejandro ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer, Santa Eastvale, Inc. dba Panini Kabob Grill ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all other persons who worked for Defendant in California as non-exempt or hourly-paid employees at any time within the applicable statutory period ("Aggrieved Employees").

Plaintiff wishes to pursue this action on behalf of herself as an aggrieved employee, on behalf of the State of California, as well as on behalf of the Aggrieved Employees.

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California, including San Bernardino County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code and Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff Erika Lizeth Merino Alejandro is a resident of San Bernardino County, California who worked for Defendant in Rancho Cucamonga, California as an hourly-paid, non-exempt employee from approximately January 2021 to approximately June 2021. Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to pay all earned wages twice per month, failed to keep and maintain records of hours worked and meal periods, failed to timely pay all final wages to Plaintiff when Defendant terminated Plaintiff's employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures incurred in direct discharge of her duties for Defendant. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to work unpaid prior to clocking in for the workday and during legally required meal periods. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the

Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal period by the end of their fifth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period by the end of their tenth hour of work. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with a required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with a required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant has wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest periods. Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay Plaintiff and the Aggrieved Employees all wages due, and failed to pay those wages twice a month, in that they were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes the employees the legally required wages not paid, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

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Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 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.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and

overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, 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. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees

suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses in the form of work attire. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum, straight time, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

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Amended Notice of Labor Code Violations and PAGA

January 28, 2022

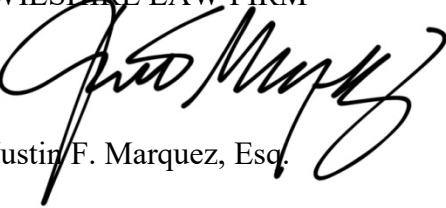
Page 8 of 8

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "Justin Marquez", written over the printed name.

Justin F. Marquez, Esq.

**WILSHIRE LAW FIRM,
PLC**

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Arrash Fattahi, Esq.

July 21, 2026

LWDA
California Labor & Workforce Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

(Via Online Submission)

Santa Eastvale, Inc. dba Panini Kabob Grill; Santa LBX, Inc.; PKG Catering, Inc.; Santa Corona Del Mar Investments; Santa UTC, Inc.; Santa Mission, Inc.; Santa Century, Inc.; Santa Los Olivos, Inc.; Santa Broadway, Inc.; Santa Mix, Inc.; Santa Florita Investments, Inc.; Santa Jamboree Investments, Inc.; Santa Cerritos, Inc.; Santa Playa Vista Panini Investments, Inc.; Santa Miguel, Inc.; Santa Victoria Investments, Inc.; Santa Monica Panini Investments, Inc.; and Santa Brassy, Inc.; Santa Pedro Inc.; Santa Crown, Inc.; Sanana, Inc.; MAH, Inc.; Santa Culver, Inc.; Santa Central, Inc.; Santa Marina, Inc.; Santa Paseo, Inc.; Santa Escondido, Inc.; Santa Real, Inc.; Santa Northridge, Inc.; and Saint Park, Inc.

3159 A Red Hill Ave.
Costa Mesa, CA 92626

(Via Certified Mail, Return Receipt Requested) 9489 0090 0027 6780 5246 71

Mike Rafipoor

Agent for Service of Process for: Santa Eastvale, Inc. dba Panini Kabob Grill; Santa LBX, Inc.; PKG Catering, Inc.; Santa Corona Del Mar Investments; Santa UTC, Inc.; Santa Mission, Inc.; Santa Century, Inc.; Santa Los Olivos, Inc.; Santa Broadway, Inc.; Santa Mix, Inc.; Santa Florita Investments, Inc.; Santa Jamboree Investments, Inc.; Santa Cerritos, Inc.; Santa Playa Vista Panini Investments, Inc.; Santa Miguel, Inc.; Santa Victoria Investments, Inc.; Santa Monica Panini Investments, Inc.; Santa Brassy, Inc.; Santa Pedro Inc.; Santa Crown, Inc.; Sanana, Inc.; MAH, Inc.; Santa Culver, Inc.; Santa Central, Inc.; Santa Marina, Inc.; Santa Paseo, Inc.; Santa Escondido, Inc.; Santa Real, Inc.; Santa Northridge, Inc.; and Saint Park, Inc.

3159 A Red Hill Ave.
Costa Mesa, CA 92626

(Via Certified Mail, Return Receipt Requested) 9489 0090 0027 6780 5246 88

Re: ***Erika Lizeth Merino Alejandro, Adriana Molina, Nicholas Ceballos, Job Ascencio,***

and German Aparicio v. Santa Eastvale, Inc. dba Panini Kabob Grill; Santa LBX, Inc.; PKG Catering, Inc.; Santa Corona Del Mar Investments; Santa UTC, Inc.; Santa Mission, Inc.; Santa Century, Inc.; Santa Los Olivos, Inc.; Santa Broadway,

Inc.; Santa Mix, Inc.; Santa Florita Investments, Inc.; Santa Jamboree Investments, Inc.; Santa Cerritos, Inc.; Santa Playa Vista Panini Investments, Inc.; Santa Miguel, Inc.; Santa Victoria Investments, Inc.; Santa Monica Panini Investments, Inc.; Santa Brassy, Inc.; Santa Pedro Inc.; Santa Crown, Inc.; Sanana, Inc.; MAH, Inc.; Santa Culver, Inc.; Santa Central, Inc.; Santa Marina, Inc.; Santa Paseo, Inc.; Santa Escondido, Inc.; Santa Real, Inc.; Santa Northridge, Inc.; and Saint Park, Inc. et al.
Second Amended Notice of Labor Code Violations and PAGA Penalties
LWDA Case No.: LWDA-CM-854152-21

To Whom It May Concern:

Please be advised that our offices have been retained by Erika Lizeth Merino Alejandro ("PLAINTIFF ALEJANDRO"), Adriana Molina ("PLAINTIFF MOLINA"), Nicholas Ceballos ("PLAINTIFF CEBALLOS"), Job Ascencio ("PLAINTIFF ASCENCIO"), and German Aparicio ("PLAINTIFF APARICIO") (collectively, "PLAINTIFFS") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, et seq.) against their former employers, Santa Eastvale, Inc. dba Panini Kabob Grill; Santa LBX, Inc.; PKG Catering, Inc.; Santa Corona Del Mar Investments; Santa UTC, Inc.; Santa Mission, Inc.; Santa Century, Inc.; Santa Los Olivos, Inc.; Santa Broadway, Inc.; Santa Mix, Inc.; Santa Florita Investments, Inc.; Santa Jamboree Investments, Inc.; Santa Cerritos, Inc.; Santa Playa Vista Panini Investments, Inc.; Santa Miguel, Inc.; Santa Victoria Investments, Inc.; Santa Monica Panini Investments, Inc.; Santa Brassy, Inc.; Santa Pedro Inc.; Santa Crown, Inc.; Sanana, Inc.; MAH, Inc.; Santa Culver, Inc.; Santa Central, Inc.; Santa Marina, Inc.; Santa Paseo, Inc.; Santa Escondido, Inc.; Santa Real, Inc.; Santa Northridge, Inc.; and Saint Park, Inc.; and related entities (collectively, "DEFENDANTS"). The purpose of this letter ("SECOND AMENDED NOTICE") is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege DEFENDANTS engaged in with respect to PLAINTIFFS and all other persons who worked for DEFENDANTS in California as non-exempt or hourly-paid employees at any time within the applicable statutory period ("Aggrieved Employees").

PLAINTIFFS wish to pursue this action on behalf of themselves as aggrieved employees, on behalf of the State of California, as well as on behalf of the Aggrieved Employees.

This SECOND AMENDED NOTICE further reserves any and all rights by PLAINTIFFS to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code — making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1 — PLAINTIFFS reserve any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of PLAINTIFFS' original

notices. For violations that are curable under § 2699.3(c) and that DEFENDANTS intend to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), DEFENDANTS shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, PLAINTIFFS will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which PLAINTIFFS will base their claims, PLAINTIFFS request that the LWDA regard this SECOND AMENDED NOTICE as written notice of PLAINTIFFS' intent to seek civil penalties against DEFENDANTS. Under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, a PAGA representative has authority to seek penalties for all known violations committed by the employer — regardless of whether the representative experienced all violations personally. *Id.* at 760–761. Moreover, under *Johnson v. Maxim Healthcare Servs., Inc.*, (2021) 66 Cal.App.5th 924, 929, an employee may pursue a claim under PAGA even when that employee's individual claim is time-barred.

PLAINTIFFS, on behalf of PLAINTIFFS, and on behalf of all current and former non-exempt employees employed by any one or more of DEFENDANTS at any location in California within one year of the date of the earliest of PLAINTIFFS' original notices ("NON-EXEMPT AGGRIEVED EMPLOYEES"), allege that the specific provisions of California law that DEFENDANTS have violated, requiring this SECOND AMENDED NOTICE, include but are not limited to: California Labor Code sections 201–203, 204, 208, 216, 221–223, 226, 226.7, 245–248.6, 351, 353, 432, 432.5, 432.6, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

Plaintiffs' Employment with Defendant

DEFENDANTS own/owned and operate/operated an industry, business, and establishment within the State of California, including San Bernardino County, Los Angeles County, Orange County, and other counties throughout California. As such, and based upon all the facts and circumstances incident to DEFENDANTS' business in California, DEFENDANTS are subject to the California Labor Code and Wage Orders issued by the Industrial Welfare Commission ("IWC").

DEFENDANTS own, operate, manage and/or staff employees to work at restaurants and/or other location(s) in California, including but not limited to restaurants operating under the name "Panini Kabob Grill."

PLAINTIFF ALEJANDRO is a resident of San Bernardino County, California, who worked for DEFENDANTS in Rancho Cucamonga, California as an hourly-paid, non-exempt employee from approximately January 2021 to approximately June 2021. Throughout PLAINTIFF ALEJANDRO's employment, DEFENDANTS failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide compliant meal periods, failed to

authorize and permit rest periods, failed to pay all earned wages twice per month, failed to keep and maintain records of hours worked and meal periods, failed to timely pay all final wages, failed to furnish accurate wage statements, and failed to indemnify for expenditures incurred in direct discharge of duties.

PLAINTIFF CEBALLOS was employed by DEFENDANTS in California from April of 2021 to August of 2021 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. DEFENDANTS failed to record and pay PLAINTIFF CEBALLOS and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock.

PLAINTIFF MOLINA was employed by DEFENDANTS as a non-exempt employee. PLAINTIFF MOLINA worked for DEFENDANTS as a food server and/or similar title. PLAINTIFF MOLINA worked at DEFENDANTS' Panini Kabob Grill restaurant located in Playa Vista, CA and at DEFENDANTS' Panini Kabob Grill restaurant located in Long Beach, CA. PLAINTIFF MOLINA worked for DEFENDANTS from in or around early 2013 through 2023. PLAINTIFF MOLINA regularly works at least 6–7 hours per day, at least 4 to 5 days per week. DEFENDANTS paid PLAINTIFF MOLINA an hourly rate for time counted by DEFENDANTS as hours worked.

PLAINTIFF ASCENCIO is a former employee of DEFENDANTS. PLAINTIFF ASCENCIO worked for DEFENDANTS as a non-exempt employee with a job title of server and/or a similar title(s) and/or position(s) from in or around October 2021 through on or around July 1, 2023. PLAINTIFF ASCENCIO worked for DEFENDANTS at DEFENDANTS' Long Beach, California location(s). PLAINTIFF ASCENCIO regularly worked at least six (6) to eight (8) hours per day, at least five (5) days per week. DEFENDANTS paid PLAINTIFF ASCENCIO an hourly rate for time counted by DEFENDANTS as hours worked.

PLAINTIFF APARICIO is a former employee of DEFENDANTS. PLAINTIFF APARICIO worked for DEFENDANTS as a non-exempt employee with a job title of busser and/or waiter and/or a similar title(s) and/or position(s) from in or around 2012 through on or around November 3, 2023. PLAINTIFF APARICIO worked for DEFENDANTS at DEFENDANTS' Santa Monica, Century City, and Los Angeles, California location(s). PLAINTIFF APARICIO regularly worked at least five and one-half (5½) hours per day. DEFENDANTS paid PLAINTIFF APARICIO an hourly rate for time counted by DEFENDANTS as hours worked.

As discussed below, PLAINTIFFS' experiences working for DEFENDANTS were typical and illustrative.

The Named Entities Are Joint Employers Of Plaintiffs And Aggrieved Employees

California courts have recognized that the definition of "employer" for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California's labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

PLAINTIFFS are informed and believe and thereon allege that at all relevant times DEFENDANTS and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources as set forth herein. Under California law, in determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/ABC, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal.4th 512).

PLAINTIFFS further allege there has existed a unity of interest and ownership between DEFENDANTS named above such that any individuality and separateness between the entities has ceased. On the California Secretary of State's website (<https://businesssearch.sos.ca.gov/>), the DEFENDANTS named above have the same owner, entity address and/or mailing address and/or Agent for Service of Process. On information and belief, the DEFENDANTS named above utilize the same standardized employment forms and issue the same employment policies. DEFENDANTS own and operate restaurants in California under the business name Panini Kabob Grill.

PLAINTIFFS believe and hereon assert that DEFENDANTS and unknown entities must be classified as joint employers of PLAINTIFFS for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFFS to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of PLAINTIFFS at all relevant times, so as to be considered the joint employers of PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES. For example, DEFENDANTS, and each of them, maintain the same principal place of business and/or agent for service of process as provided to the California Secretary of State and/or share some of the same attorneys and/or human resources personnel to oversee employment-related matters. By reason of their status as joint employers of PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES, they are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. DEFENDANTS, at all relevant times, were an employer or person acting on behalf of employer(s) who violated PLAINTIFFS' and other NON-EXEMPT AGGRIEVED EMPLOYEES' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563, 566–67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

LABOR CODE VIOLATIONS

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which allowed meal periods were provided each day.

Based on information and belief, DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, DEFENDANTS failed and continue to fail to keep accurate and complete records showing total hours worked by virtue of DEFENDANTS' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. DEFENDANTS further failed and continue to fail to record the true start and end times of PLAINTIFFS' and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods and work shifts. Additionally, DEFENDANTS failed and continue to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES.

Additionally, DEFENDANTS failed to comply with Industrial Wage Order 7(A)(3) in that DEFENDANTS failed to keep time records showing when PLAINTIFFS began and ended each shift and meal period.

DEFENDANTS' failure to keep "accurate and complete" payroll records violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699.

Violations of Labor Code Sections 226(b)–(c), 1198.5, and 432: Time and Pay Records / Personnel Records

Labor Code section 226 and all applicable IWC Wage Orders, section 7 require that employers keep the following information on file for each employee for a minimum of three years: the employee's dates of employment; the employee's hourly rates and the corresponding number of hours worked by the employee at each hourly rate; when the employee begins and ends each work period (including meal periods) and split intervals; total hours worked by the employee; all deductions; gross wages earned; and net wages earned. Section (b) of Labor Code section 226 further requires employers to "afford current and former employees the right to inspect or receive a copy of records pertaining to their employment upon reasonable request to the employer." Section (c) provides that compliance must occur "no later than 21 calendar days from the date of the request." An employer's failure to comply entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty. Lab. Code section 226(f).

In addition to their right to time and pay records, employees and their representatives have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5, which requires availability "not later than 30 calendar days from the date the employer receives a written request." An employer's failure to comply likewise entitles a current or former employee to recover a \$750 penalty. Lab. Code section 1198.5(k).

Based on information and belief, DEFENDANTS failed to timely produce or make available PLAINTIFFS' and other current or former employees' personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. For example, PLAINTIFF MOLINA sent a request for payroll and personnel records to DEFENDANTS on March 14, 2022, and again on April 18, 2022. Yet, DEFENDANTS failed to produce any records within the time periods delineated by California labor law.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. Labor Code §§ 1194 and 1198 also provide that employees shall not be employed more than eight hours in any workday unless they receive additional compensation. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, DEFENDANTS maintained a policy and practice of not paying PLAINTIFFS and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. DEFENDANTS required PLAINTIFFS and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring PLAINTIFFS and the Aggrieved Employees to work unpaid prior to clocking in for the workday and during legally required meal periods. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, DEFENDANTS also failed to maintain accurate records of the hours PLAINTIFFS and the Aggrieved Employees worked.

Based on information and belief, DEFENDANTS implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES were subject to DEFENDANTS' control during purported meal periods and/or were otherwise not afforded lawful meal periods, depriving PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES of all wages owed. DEFENDANTS, as a matter of established company policy and procedure, administer a uniform practice of rounding the actual time worked and recorded by PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANTS, so that during the course of their employment, PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not paid for all hours worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours worked instead of actual time worked, and/or mandated off-the-clock work policies and/or practices.

For example, at times, DEFENDANTS manipulated PLAINTIFFS' time records in order to reduce the total number of recorded hours. At times, PLAINTIFFS were scheduled to work shifts that lasted six (6) hours. On some of those shifts, PLAINTIFFS' actual work time was longer than six hours. On such occasions, DEFENDANTS required PLAINTIFFS to clock out at or prior to the

sixth hour but to continue working and/or would manipulate PLAINTIFFS' time records such that PLAINTIFFS' total hours worked were six (6) hours or less, thereby resulting in unpaid hours as well as meal period violations. At times, PLAINTIFFS were scheduled to work shifts that lasted eight (8) hours. On some of those shifts, PLAINTIFFS' actual work time was longer than eight (8) hours. On such occasions, DEFENDANTS required PLAINTIFFS to clock out by the end of the eighth hour but to continue performing work tasks and/or would manipulate PLAINTIFFS' time records such that PLAINTIFFS' total hours worked were eight (8) hours or less, resulting in DEFENDANTS' failure to pay PLAINTIFFS for all work time and the underpayment of minimum wages and overtime wages owed to PLAINTIFFS.

DEFENDANTS also failed to compensate PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES for time spent performing job duties before clocking in to work and/or after clocking out. For example, based on information and belief, the manager in charge of opening the restaurant was required to enable the alarm and/or unlock the restaurant prior to clocking in to work. Similarly, upon closing the restaurant, the manager or manager on duty was required to enable the alarm and lock the restaurant after clocking out for a shift. Based on further information and belief, when PLAINTIFFS or NON-EXEMPT AGGRIEVED EMPLOYEES were in charge of closing their location(s), they were required to first clock out before enabling the alarm, turning off all the lights in the facility, and/or locking the doors, resulting in additional off-the-clock post-shift work that was not compensated.

Moreover, DEFENDANTS required pre-shift off-the-clock temperature checks/screenings. DEFENDANTS required PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES to undergo pre-shift temperature screenings and fill out a form confirming that they were not experiencing any symptoms related to COVID-19. The form required the employee's name, date, position and a response to approximately five questions. This process resulted in at least three (3) to seven (7) minutes of off-the-clock work depending, in part, on the number of employees that were clocking in.

At times, DEFENDANTS' time-keeping system malfunctioned, and PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES were required to wait a few minutes for the system to work and/or for their manager to assist with the clock-in procedure, resulting in a few minutes of unpaid time.

Based on information and belief, DEFENDANTS failed to pay PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES for time they were required to spend completing orientation, policy questionnaires, and/or time spent completing the onboarding process including but not limited to reviewing various documents and policies provided by DEFENDANTS. Based on information and belief, this work time was completed off-the-clock and was not compensated.

Based on information and belief, DEFENDANTS did not compensate PLAINTIFFS and NON-

EXEMPT AGGRIEVED EMPLOYEES for time spent donning and doffing personal protective equipment and/or uniforms (e.g., rubber gloves, hairnets, aprons, hats, and/or face masks) during meal periods, before the start of a scheduled shift, and/or after completing a scheduled shift, resulting in the underpayment of wages owed to PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, at times, PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES were required to complete off-the-clock work outside of scheduled shifts due to work-related phone calls and/or messages they received to their personal phones/mobile devices and were required to respond to, including but not limited to, communications from supervisors regarding scheduling and/or other work tasks, resulting in the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, at times, DEFENDANTS required PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES to travel between DEFENDANTS' restaurants, facilities and/or locations and/or run business errands without compensating NON-EXEMPT AGGRIEVED EMPLOYEES for all travel time.

Based on further information and belief, DEFENDANTS implemented a time-rounding system that, as applied, systematically deprived PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES of compensable time because the time-rounding system would almost always, if not always, result in understating actual compensable work time.

Based on information and belief, DEFENDANTS failed to pay PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES the applicable minimum wage for the county and/or city within which PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES worked in California.

Moreover, based on information and belief, DEFENDANTS failed to pay PLAINTIFFS and/or other NON-EXEMPT AGGRIEVED EMPLOYEES split shift premium wages when they worked split shifts during the relevant period. For example, based on information and belief, at times, DEFENDANTS required PLAINTIFFS and/or other NON-EXEMPT AGGRIEVED EMPLOYEES to work two separate shifts in the same day. Based on information and belief, DEFENDANTS failed to pay split shift compensation whenever PLAINTIFFS' and/or NON-EXEMPT AGGRIEVED EMPLOYEES' work schedules were interrupted by non-paid non-working periods established by DEFENDANTS, which resulted in a violation of the applicable Wage Order (see section 4 of all applicable Wage Orders: "When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday."). See also Cal. Code Regs. tit. 8, § 11050. DEFENDANTS also failed to separately itemize these split shift premium wages on PLAINTIFFS' and/or other NON-EXEMPT AGGRIEVED EMPLOYEES' wage statements, in violation of Labor Code sections 510, 1194 and all applicable IWC Wage Orders.

Based on information and belief, DEFENDANTS failed to compensate PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES for all time spent completing DEFENDANTS' required trainings and/or courses (e.g., food safety and/or food handler courses) and/or testings and/or certifications (e.g., food handler certifications).

DEFENDANTS' failure to pay for all time worked by virtue of their time rounding, auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of minimum wages as well as unpaid overtime wages for those PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week. Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their time rounding policies/practices, auto-deduction policies and practices, failure to provide lawful meal periods, and/or other off-the-clock work resulted in the underpayment of minimum wages owed to PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's minimum and overtime wage laws.

As a result, DEFENDANTS are liable to PLAINTIFFS and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Overtime Violations

California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Lab. Code § 510. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week.

Based on information and belief, DEFENDANTS violated California's overtime laws by, among other things, failing to correctly calculate, or record, the total number of hours worked by PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES and not paying proper overtime rates for overtime worked by virtue of same.

Based on information and belief, DEFENDANTS failed and continue to fail to pay twice NON-EXEMPT AGGRIEVED EMPLOYEES' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

Based on information and belief, DEFENDANTS failed to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay, non-discretionary incentive pay, and/or other non-discretionary pay into the regular rate of pay used to calculate the

owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES. DEFENDANTS' non-discretionary incentive program provided all employees paid on an hourly basis with incentive compensation when the employees met the various performance goals set by DEFENDANTS. When calculating the regular rate of pay in order to pay overtime and meal and rest break premiums, DEFENDANTS failed to include the incentive compensation as part of the employees' "regular rate of pay." As a matter of law, such incentive compensation must be included in the "regular rate of pay."

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198–1199, and all applicable IWC Wage Orders. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, § 20.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal period by the end of their fifth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period by the end of their tenth hour of work. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with a required meal period(s).

Despite these legal requirements, DEFENDANTS wrongfully failed to provide PLAINTIFFS and the Aggrieved Employees with legally compliant meal periods. DEFENDANTS regularly, but not always, required PLAINTIFFS and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating PLAINTIFFS and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Further, DEFENDANTS from time to time failed to provide PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work. Instead, DEFENDANTS continued to assert control over PLAINTIFFS and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying PLAINTIFFS and the Aggrieved Employees permission to take a meal period. Accordingly, DEFENDANTS' policy and practice was not to provide meal periods to PLAINTIFFS and the Aggrieved Employees in compliance with California law.

PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES consistently worked shifts of five and a one-half (5½) hours or more, entitling them to at least one meal period.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take timely, off-duty, thirty-minute, uninterrupted meal periods, often being forced to

take late meal periods, interrupted meal periods, and/or work through part or all of their meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary from supervisors pressuring them to take non-compliant meal periods or skip meal periods completely. For example, at least twice a week, PLAINTIFF MOLINA experienced an interrupted, late or shortened meal period. At times, PLAINTIFFS were required to clock out for a purported meal period but were required to continue working while off-the-clock. On such days, PLAINTIFFS took a meal period at a later time when the restaurant was not as busy. Based on information and belief, PLAINTIFFS were not paid meal premiums for unlawful meal periods.

For example, PLAINTIFF ASCENCIO was frequently required to take interrupted meal periods and/or shortened meal periods and/or take meal periods late (i.e., after the fifth hour of work) due to the need to complete assigned job duties.

For example, at times, PLAINTIFF APARICIO was required to take shortened meal periods and/or interrupted meal periods and/or take meal periods after working more than five (5) hours due to the need to complete assigned job duties.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control during unpaid meal periods. DEFENDANTS also engaged in the practice of rounding the meal period times to avoid paying penalties to PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, per DEFENDANTS' uniform policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute meal period.

Based on information and belief, despite DEFENDANTS' failure to provide lawful meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end times of PLAINTIFFS' and other NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or constructive knowledge that PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES did not receive lawful meal periods. Moreover, based on information and belief, DEFENDANTS failed to keep accurate records of the true start and end times of PLAINTIFFS' and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods. To the extent meal periods were recorded, DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Based on information and belief, DEFENDANTS failed to instruct PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES as to the timing and duty-free nature of meal periods.

Based on further information and belief, DEFENDANTS did not have a compliant written meal period policy, nor did DEFENDANTS have any sort of compliant policy in practice. Liability for the NON-EXEMPT AGGRIEVED EMPLOYEES can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable Wage Order requirements. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004.

PLAINTIFFS and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with a required meal period(s). DEFENDANTS, however, regularly failed to pay PLAINTIFFS and the Aggrieved Employees the additional wages to which they were entitled for meal periods that were not provided. DEFENDANTS either failed to pay a meal period premium at all for each workday a lawful meal period was not provided and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed meal period premium.

As a result, DEFENDANTS are liable to PLAINTIFFS and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, DEFENDANTS have wrongfully failed to authorize and permit PLAINTIFFS and the Aggrieved Employees to take legally compliant rest periods. DEFENDANTS regularly required PLAINTIFFS and the Aggrieved Employees to work in excess of four consecutive hours a day without DEFENDANTS authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating PLAINTIFFS and the Aggrieved Employees for rest periods that were not authorized or permitted. These employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.

Further, DEFENDANTS failed to advise PLAINTIFFS and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. See *Vaquero*

v. Stoneledge Furniture, LLC, 9 Cal. App. 5th 98, 110 (2017).

Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 268. The employer must clearly communicate what "net" ten minutes means. *Id.*; see also *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal.App.4th 1193, 1199.

PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest periods per California law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to the taking of duty-free rest periods. Based on information and belief, DEFENDANTS did not have a compliant written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in practice.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES' rest periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of their job duties, and/or due to commentary from supervisors/managers pressuring NON-EXEMPT AGGRIEVED EMPLOYEES to skip rest periods completely or otherwise take non-compliant rest periods. For example, PLAINTIFF MOLINA was rarely afforded the opportunity to take a lawful rest period or any rest period at all. PLAINTIFF MOLINA was regularly denied the opportunity to take timely, duty-free rest periods. Additionally, DEFENDANTS' policy restricted PLAINTIFFS and the NON-EXEMPT AGGRIEVED EMPLOYEES from unconstrained walks based on DEFENDANTS' rule stating that PLAINTIFFS and the NON-EXEMPT AGGRIEVED EMPLOYEES cannot leave the work premises during their rest period.

Moreover, based on information and belief, DEFENDANTS failed to provide any form of a third rest period on shifts lasting longer than ten hours.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control during rest periods. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were pressured to complete their work duties according to a designated schedule such that rest periods were only taken once tasks were completed, and/or as time permitted.

PLAINTIFFS and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest periods. DEFENDANTS, however, regularly failed to pay PLAINTIFFS and the Aggrieved Employees the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take. DEFENDANTS either failed to pay a rest period premium at all for each workday a lawful rest period was not provided and/or failed to pay the proper rest period

premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

As a result, DEFENDANTS are liable to PLAINTIFFS and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Provide Suitable Resting Facilities

Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours."

DEFENDANTS' locations/facilities are generally similar in 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. DEFENDANTS could have provided NON-EXEMPT AGGRIEVED EMPLOYEES with a resting facility within DEFENDANTS' facilities/locations with reasonable or no modification, but instead denied and continue to deny employees with suitable areas to rest (e.g., a breakroom). As a result, NON-EXEMPT AGGRIEVED EMPLOYEES were forced to adjust to areas not conducive to resting, including but not limited to leaning up against the wall, or search for facilities outside of DEFENDANTS' premises which are not designated or reserved for rest, such as their personal vehicles.

DEFENDANTS did not provide NON-EXEMPT AGGRIEVED EMPLOYEES with suitable resting facilities during their hours of work, particularly during meal and/or rest periods. Moreover, DEFENDANTS did not inform PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES of their rights to suitable resting facilities under California law. DEFENDANTS' failure to provide suitable resting facilities violated and continues to violate the applicable Wage Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay PLAINTIFFS and the Aggrieved Employees for all wages as discussed above, DEFENDANTS also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Cal. Lab. Code § 204(d) provides the requirements of this section shall be 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. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a

month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, DEFENDANTS systematically failed and refused to pay PLAINTIFFS and the Aggrieved Employees all wages due, and failed to pay those wages twice a month, in that they were not paid all wages for all meal periods not provided by DEFENDANTS, all wages for all rest periods not authorized and permitted by DEFENDANTS, and all wages for all hours worked.

Based on information and belief, DEFENDANTS further failed to incorporate all non-discretionary compensation, including but not limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary compensation into the regular rate of pay used to calculate overtime, resulting in a miscalculation of the overtime wage rate and additional violations of Labor Code § 204.

Moreover, DEFENDANTS are liable to PLAINTIFFS and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

PLAINTIFFS seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

DEFENDANTS, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by PLAINTIFFS and the Aggrieved Employees.

DEFENDANTS' failure to provide and maintain records required by the California Labor Code and IWC Wage Orders deprived PLAINTIFFS and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in DEFENDANTS' records. Therefore, PLAINTIFFS and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to DEFENDANTS. As a direct result, PLAINTIFFS and the Aggrieved Employees have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective damage in amounts according to proof at trial.

Violation of California Labor Code §§ 245–248.5 — Sick Leave Violations

Throughout the relevant time period, DEFENDANTS failed to provide proper paid sick leave to

PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES. DEFENDANTS either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES. Specifically, Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt employees be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. DEFENDANTS violated Cal. Lab. Code Section 246 by failing to pay sick pay at the regular rate of pay — rather than pay sick pay at the regular rate of pay, DEFENDANTS underpaid sick pay to PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES at their base rates of pay. DEFENDANTS also failed to base accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work) and failed to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay, commission and/or piece-rate compensation and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, DEFENDANTS further failed to provide notice of the correct sick leave amount balance available to PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES on their wage statements or other written statements. Based on information and belief, DEFENDANTS failed to put NON-EXEMPT AGGRIEVED EMPLOYEES on notice of their paid sick leave rights or put their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used sick leave and the balance of paid sick leave throughout the relevant time period.

But for this failure, PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES would have used their paid sick leave at least prior to their respective separations. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records documenting the hours worked and paid sick days accrued and used by PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES, permitting the presumption that PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to the maximum number of hours accruable under this article.

Upon information and belief, DEFENDANTS further failed and continue to fail to comply with Labor Code section 246, by failing to provide PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages. PLAINTIFFS request all appropriate relief under the PAGA and these statutes, including but not limited to Labor Code sections 233 and 234.

Failure to Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, DEFENDANTS violated Labor Code section 248.2 by not providing PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES with required 2021 COVID-19 Supplemental Paid Sick Leave. Based on information and belief, DEFENDANTS failed to provide Supplemental Paid Sick Leave in 2022 in violation of Labor Code section 248.6.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

DEFENDANTS violated and continue to violate Labor Code section 216 by failing to pay PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked at the proper wage rate and by failing to pay PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154–1155. These violations subject DEFENDANTS to civil penalties under Labor Code section 225.5.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 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.

Within the applicable statute of limitations, the employment of PLAINTIFFS and many other Aggrieved Employees ended, and the employment of others will be terminated. However, during the relevant time period, DEFENDANTS failed, and continue to fail to pay PLAINTIFFS and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving DEFENDANTS' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. DEFENDANTS' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days. This 30-day waiting time penalty is recoverable under the PAGA via Labor Code Section 256. See,

Iskanian v. CLS Transportation Los Angeles, LLC, 59 Cal.4th 348 (2014); see also, Caliber Bodyworks, Inc. v. Superior Court, 134 Cal.App.4th 365 (2005).

Based on information and belief, DEFENDANTS failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. DEFENDANTS untimely provide final wages to NON-EXEMPT AGGRIEVED EMPLOYEES without regard to the timing requirements of Labor Code sections 201–202. Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES' final paychecks were not timely provided and/or were not timely provided with all owed vacation pay and/or paid time off. Moreover, NON-EXEMPT AGGRIEVED EMPLOYEES' final paychecks, once provided, did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, shift differentials). These violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.

For example, DEFENDANTS did not furnish PLAINTIFF APARICIO with any final paycheck for at least approximately two (2) days following PLAINTIFF APARICIO's termination, and PLAINTIFF APARICIO's late final paycheck was devoid of all wages owed, including without limitation, all owed minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates.

Based on further information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES experienced breaks in employment caused by DEFENDANTS whereby NON-EXEMPT AGGRIEVED EMPLOYEES would not be called in for work for longer than a single pay period due to DEFENDANTS' lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in violation of Labor Code sections 201–202.

Moreover, DEFENDANTS are liable to PLAINTIFFS and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Violation of Labor Code Section 208

Labor Code Section 208 provides: Every employee who is discharged shall be paid at the place of discharge, and every employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor. All payments shall be made in the

manner provided by law.

Based on information and belief, DEFENDANTS have a policy and practice of failing to provide NON-EXEMPT AGGRIEVED EMPLOYEES who are terminated with their final paychecks at the place of discharge and/or of failing to provide NON-EXEMPT AGGRIEVED EMPLOYEES with their final paychecks at the office or agency of DEFENDANTS in the county where the work was performed, in violation of Labor Code Section 208.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, 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. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, DEFENDANTS failed to furnish PLAINTIFFS and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANTS provided to PLAINTIFFS and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period.

DEFENDANTS issued wage statements to PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES that also failed to indicate the earned gross and net wages during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" (by virtue of rounded time entries, automatic deduction for meal periods/failure to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and employer control during unpaid meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or other off-the-clock work policies and practices), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement gives rise to an inference of injury under Labor Code Section 226. *Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337.

Based on information and belief, DEFENDANTS also failed to incorporate all forms of non-discretionary compensation earned during the pay period into the overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, wage statements issued by DEFENDANTS failed to list the inclusive dates of the pay period for which the NON-EXEMPT AGGRIEVED EMPLOYEE is being paid. For example, at times, DEFENDANTS issued wage statements containing retroactive pay without including the inclusive dates of the accurate pay period for that retroactive pay, further failing to list the total hours worked for the pay period the retroactive pay corresponds with, in violation of Labor Code sections 226(a)(2) and/or 226(a)(6).

Moreover, based on information and belief, DEFENDANTS issued wage statements to PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES that further violate Labor Code section 226(a), by among other things, failing to list the correct name and/or address of the legal entity that is the employer. These violations subject DEFENDANTS to civil penalties under Labor Code section 226. Each violation results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.

Because DEFENDANTS violated Labor Code § 226, PLAINTIFFS and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, PLAINTIFFS and similarly Aggrieved Employees are entitled to recover from DEFENDANTS the greater of their actual damages caused by DEFENDANTS' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, DEFENDANTS are liable to PLAINTIFFS and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Unlawful Deductions

Labor Code section 221 prohibits an employer from "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee." Based on information and belief, DEFENDANTS made unlawful deductions from PLAINTIFFS' and NON-EXEMPT AGGRIEVED EMPLOYEES' paychecks during the relevant period, including without limitation, deducting costs of uniforms and/or other business costs and/or deducting wages for purported overpayments from previous pay periods and/or unlawfully deducting wages for negligently damaged property and/or unlawfully deducting transaction fees/pay/money card fees and/or deducting costs advanced by DEFENDANTS. Such practices are in violation of including but not limited to Labor Code Sections 221–222, which subjects DEFENDANTS to civil penalties under Labor Code Section 2699. Each violation results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.

Reporting Time Pay Violations

Section 5 of all applicable IWC Wage Orders provides that each 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. Cal. Code Regs., tit. 8 § 11040, subd. 5(A). When an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the minimum wage. Cal. Code Regs., tit. 8, § 11040, subd. 5(B).

NON-EXEMPT AGGRIEVED EMPLOYEES were not paid reporting time wages in accordance with California law, including but not limited to the applicable IWC Wage Order. For example, based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES reported to work for a scheduled shift but were sent home and/or were not put to work and were not paid all owed reporting time pay wages in accordance with California law. Additionally, when DEFENDANTS required PLAINTIFFS and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and DEFENDANTS failed to pay these employees reporting time pay as required.

Based on information and belief, DEFENDANTS have a policy and practice of failing to pay all reporting time wages to NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California law, including but not limited to, the applicable IWC Wage Order, Section 5, and the California Labor Code, including but not limited to section 1198.

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders and California Code of Regulations, Title 8, Section 11070(14), employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in work duties that would not permit them to be seated. Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand.

Based on information and belief, DEFENDANTS failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations. Based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that NON-EXEMPT AGGRIEVED EMPLOYEES were working. DEFENDANTS failed to provide suitable seating in reasonable proximity to NON-EXEMPT AGGRIEVED EMPLOYEES' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting DEFENDANTS to civil penalties under Labor Code sections 1199 and 2699.

Violation of Labor Code §§ 351 and 353 — Gratuity Violations

Labor Code Section 351 prohibits employers and their agents from sharing in or keeping any portion of a gratuity left for or given to one or more employees by a patron. Furthermore, it is illegal for employers to make wage deductions from gratuities, or from using gratuities as direct or indirect credits against an employee's wages. Labor Code Section 353 mandates employers to keep accurate records of all gratuities received.

Based on information and belief, DEFENDANTS failed to ensure that NON-EXEMPT AGGRIEVED EMPLOYEES fully received the gratuities left for them by patrons, in that DEFENDANTS and their agents would collect and/or take a portion of the gratuities for themselves, in violation of Labor Code Section 351. Based on further information and belief, DEFENDANTS also failed/fail to keep accurate records of all tips received, in violation of Labor Code Section 353. Based on information and belief, DEFENDANTS failed to pay gratuities paid by customers using credit cards to NON-EXEMPT AGGRIEVED EMPLOYEES by the next regular payday following the credit card payment, in violation of Labor Code section 351.

Based on information and belief, DEFENDANTS charge an additional service charge to their

customers/patrons. Customers are led to believe that the service charge will be paid to DEFENDANTS' NON-EXEMPT AGGRIEVED EMPLOYEES. Instead, DEFENDANTS keep a majority (if not the entirety) of the service charge, thereby depriving NON-EXEMPT AGGRIEVED EMPLOYEES of the service charge/gratuity that is left by the patron/customer. See *O'Grady v. Merchant Exchanges Production, Inc.*, 41 Cal.App.5th 771, 790 (a mandatory service charge can constitute a gratuity that is intended for the employees providing the service).

Pursuant to PAGA, DEFENDANTS are liable for penalties of \$100 per pay period payable to each NON-EXEMPT AGGRIEVED EMPLOYEE for the first violation of Labor Code Sections 351 and 353 they experienced within the statutory period, and \$200 per pay period for each additional violation.

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, DEFENDANTS had and continue to have a uniform policy and practice of failing to allow NON-EXEMPT AGGRIEVED EMPLOYEES to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, shift differentials) to NON-EXEMPT AGGRIEVED EMPLOYEES upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Standard Conditions of Labor Violations and Statutory Wage Violations

Together, Labor Code sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS' violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses, reporting time pay, split shift premiums, suitable resting facilities, seating, and other violations described herein result in separate violations of sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections 1197.1 and 2699.

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than

required by statute while purporting to pay legal wages. As described above, DEFENDANTS willfully and systematically denied PLAINTIFFS and other NON-EXEMPT AGGRIEVED EMPLOYEES of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. As such, PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)–(g).

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, DEFENDANTS wrongfully required PLAINTIFFS and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for DEFENDANTS. PLAINTIFFS and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses in the form of work attire. PLAINTIFFS and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for DEFENDANTS, but DEFENDANTS failed to indemnify PLAINTIFFS and the Aggrieved Employees for these employment-related expenses.

Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. See *Cochran v. Schwan's Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles. See *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

Based on information and belief, DEFENDANTS shifted the costs of doing business onto PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for business expenses, including but not limited to, uniforms and/or the use of PLAINTIFFS' and NON-EXEMPT AGGRIEVED EMPLOYEES' personal mobile phones and data usage for work-related purposes including but not limited to receiving and responding to work-related messages and/or phone calls. For example, PLAINTIFFS regularly received work-related calls to their personal cell phones. At least once or twice per pay period, PLAINTIFFS received work-related calls regarding a work schedule change and/or the need to cover another employee's shift. Moreover, NON-EXEMPT AGGRIEVED EMPLOYEES are required to purchase and maintain work uniforms including but not limited to a white polo shirt with DEFENDANTS' logo, and a black apron which DEFENDANTS require them to wear during work hours. DEFENDANTS only provide one apron to each NON-EXEMPT AGGRIEVED EMPLOYEE. Due to regular use, and wear and tear, NON-EXEMPT AGGRIEVED EMPLOYEES are required to supply additional aprons.

For example, PLAINTIFF APARICIO was required to purchase and/or maintain a uniform shirt, apron, and slip-resistant shoes and/or other uniforms, work clothing/work shoes, protective equipment and/or safety gear and/or hand tools required for work; however, DEFENDANTS did not provide PLAINTIFF APARICIO with any and/or full reimbursement for the business expenses PLAINTIFF APARICIO incurred in connection therewith. Moreover, PLAINTIFF APARICIO was required to use his personal vehicle for work purposes, including but not limited to, to make deliveries for DEFENDANTS and/or otherwise use PLAINTIFF APARICIO's personal vehicle to carry out his assigned job duties; however, DEFENDANTS failed to provide PLAINTIFF APARICIO with any and/or full reimbursement for the business expenses incurred in connection therewith.

Based on information and belief, at times, DEFENDANTS required PLAINTIFFS and NON-EXEMPT AGGRIEVED EMPLOYEES to use their personal vehicles for work without reimbursing them for the personal vehicle expenses incurred in connection therewith, including but not limited to, travel between DEFENDANTS' facilities/restaurants to carry out assigned job duties.

As a pattern and practice, DEFENDANTS regularly failed to reimburse and indemnify NON-EXEMPT AGGRIEVED EMPLOYEES for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS. DEFENDANTS' failure to provide PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES with full reimbursement for all reasonable expenses associated with carrying out their duties required that PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

As a result, DEFENDANTS are liable to PLAINTIFFS and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify PLAINTIFFS and the Aggrieved Employees for necessary business expenditures.

Unlawful Agreements / Unlawful Criminal History Inquiries

Unlawful Agreements. Labor Code section 432.5 provides that "no employer . . . shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer . . . to be prohibited by law." Based on information and belief, DEFENDANTS required PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful conditions of employment including but not limited to unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful meal period waivers,

unlawful forum selection clauses and/or choice of law provisions/agreements, and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment, in violation of Labor Code section 432.5.

Labor Code section 432.6(a) provides that "a person shall not, as a condition of employment, continued employment, or the receipt of any employment-related benefit, require any applicant for employment or any employee to waive any right" Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to sign meal period waivers that were universally signed as a condition of employment, including but not limited to, during the onboarding process. By requiring NON-EXEMPT AGGRIEVED EMPLOYEES to sign unlawful meal period waivers as a condition of obtaining and/or maintaining employment, DEFENDANTS violated Labor Code sections 432.5 and 432.6.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions. Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA — CA Civil Code section 1786, et seq.) and the Fair Credit Reporting Act (FCRA — 15 U.S.C. section 1681, et seq.) mandate several requirements prior to and following an employee background check. Based on information and belief, DEFENDANTS ordered unlawful financial credit checks on NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of Labor Code section 1024.5, and required ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, resulting in a further violation of Labor Code section 432.5. Based on information and belief, DEFENDANTS also required NON-EXEMPT AGGRIEVED EMPLOYEES to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA, and required ongoing consent to conduct background checks throughout the duration of employment. Based on further information and belief, DEFENDANTS knew that requiring such agreement was unlawful. By requiring NON-EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful provisions as a condition of employment, DEFENDANTS violated Labor Code section 432.5.

Unlawful Inquiries into Criminal History. Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, DEFENDANTS asked PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES about arrests not resulting in convictions on their employment application, in violation of California law. Upon information and belief, DEFENDANTS, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act ("FEHA"), asked PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES about convictions prior to extending an offer of

employment and/or otherwise impermissibly inquired into criminal history on their employment application. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, DEFENDANTS violated California's Fair Chance Act, and thereby violated Labor Code section 432.5.

Unlawful PAGA Waiver

Additionally, DEFENDANTS violated Labor Code section 432.5 by requiring PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and/or representative actions as a condition of employment. For example, based on information and belief, DEFENDANTS required PLAINTIFFS to sign an arbitration agreement in writing that stated the following, "By signing this agreement, I am agreeing to waive any substantive or procedural rights that I may have to bring an action on a . . . private attorney general, representative or other similar basis." Such language is unlawful.

An action pursuant to PAGA ". . . is a representative action on behalf of the state." *Kim v. Reins Int'l California, Inc.*, (2020) 9 Cal.5th 73, 86–87. It is well settled that agreements purporting to waive an employee's right to a trial of PAGA claims is contrary to California law and unenforceable. See *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 384. Upon information and belief, DEFENDANTS required PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring PLAINTIFFS, NON-EXEMPT AGGRIEVED EMPLOYEES to agree, in writing, to an unlawful PAGA waiver, DEFENDANTS required written agreement to an unlawful provision as a condition of employment which is a violation of Labor Code section 432.5.

ACTION FOR CIVIL PENALTIES UNDER PAGA

In light of the above, PLAINTIFFS allege that DEFENDANTS violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum, straight time, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records

of hours worked and meal periods taken or missed;

6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures;
9. Labor Code §§ 245–248.6 by failing to provide and properly calculate sick leave;
10. Labor Code §§ 248.2 and 248.6 by failing to provide Supplemental Paid Sick Leave;
11. Labor Code § 216 by refusing to pay wages due and payable;
12. Labor Code §§ 221–222 by making unlawful deductions;
13. Labor Code § 208 by failing to pay wages at the place of discharge;
14. Applicable IWC Wage Order, Section 5 and Cal. Code Regs., tit. 8, § 11040, subd. 5(A)–(B) by failing to pay reporting time wages;
15. Applicable IWC Wage Order, Section 14(A-B), Cal. Code Regs., Title 8, Section 11070(14), and Labor Code §§ 1198–1199 by failing to provide suitable seating;
16. Applicable IWC Wage Order, Section 13(B) and Labor Code § 1198 by failing to provide suitable resting facilities;
17. Labor Code §§ 351 and 353 by failing to pay and maintain records of gratuities;
18. Labor Code § 227.3 by failing to pay vested vacation/paid time off upon separation;
19. Labor Code §§ 432.5, 432.6, and 432.7 by requiring unlawful agreements and making unlawful criminal history inquiries; and
20. Labor Code § 432.5 by requiring an unlawful PAGA waiver.

Therefore, on behalf of all Aggrieved Employees, PLAINTIFFS seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 225.5, 226.3, 1174.5, 1197.1, and 2699(f)(2). DEFENDANTS have violated the above-referenced California Labor Code provisions, the applicable IWC Wage Orders, as well as other laws, and are liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs.

The purpose of this Second Amended Notice is to satisfy the requirements created by Labor Code §§ 2699, 2699.3(a), 2699.3(b), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code.

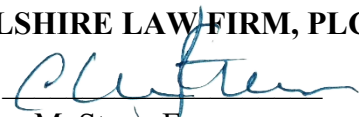
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Second Amended Notice of Labor Code Violations and
PAGA
May 29, 2026
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If the LWDA elects not to take any action with respect to any of the foregoing claims, PLAINTIFFS will seek these penalties in a civil action, on behalf of PLAINTIFFS and all NON-EXEMPT AGGRIEVED EMPLOYEES of DEFENDANTS within one year of the date of this letter as allowed by law.

PLAINTIFFS have placed DEFENDANTS on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact us.

Sincerely,

WILSHIRE LAW FIRM, PLC

By: 

Chase M. Stern, Esq.

CROSNER LEGAL, P.C.

By: 

Jamie K. Serb, Esq.

Matthew E. Crawford, Esq.

Exhibit 2



ELM Solutions

2025 Real Rate Report[®] powered by LegalVIEW[®] DynamicInsights

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analysis of law firm rates,
trends, and practices

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A Letter to Our Readers

Welcome to the latest edition of the Real Rate Report®, the legal industry's most trusted benchmark for legal billing rates.

Since 2010, the Real Rate Report has helped legal departments and law firms make smarter decisions about pricing, resourcing, and vendor management. That hasn't changed. What has changed is how we deliver those insights.

This year, the Real Rate Report is powered by LegalVIEW® DynamicInsights—our new digital-first platform that brings the same trusted LegalVIEW data to life in a more interactive, flexible, and timely way. Leveraging Wolters Kluwer's LegalVIEW database, with over \$200B in anonymized, approved, invoice data, LegalVIEW DynamicInsights offers dynamic filters, quarterly updates, and calendar-year alignment to help users tailor benchmarks to their unique needs, on demand.

The Real Rate Report remains a vital snapshot of the market, and we know many of you rely on it as a reference tool. But DynamicInsights goes further. It enables deeper exploration of rate trends by role, experience, geography, practice area, industry, and more. Whether you're negotiating rates, evaluating law firm performance, or planning budgets, DynamicInsights gives you the agility and precision today's legal environment demands.

As always, we welcome your feedback and thank our data contributors for making this work possible. We're proud to be your partner in legal analytics and look forward to continuing to deliver insights that drive better business outcomes.

Sincerely,



Brian Jorgenson

Vice President, Product Management
Wolters Kluwer ELM Solutions

Real Rate Report Overview

The Real Rate Report is powered by LegalVIEW DynamicInsights, a web-based solution that delivers dynamic, invoice-backed insights through approved legal billing rates. It enables legal professionals to analyze rate trends by role, experience, industry, geography, practice area, and more using the world's largest repository of legal spend data.

DynamicInsights leverages the same trusted LegalVIEW database that has powered the Real Rate Report for years, now encompassing over \$200B+ in anonymized, approved legal invoice data. As with previous Real Rate Reports, our data is sourced from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters. This level of granularity gives legal departments and law firms the precision they need to identify areas of opportunity.

What's different with DynamicInsights?

Same source, same methodology: DynamicInsights uses the same rigorous data validation and methodology as the Real Rate Report.

- **Enhanced flexibility:** With dynamic filters, DynamicInsights enables users to tailor benchmarks to their unique needs and on demand.
- **Full year data:** DynamicInsights now aligns to a calendar year view—January through December—replacing the previous July-to-June format used in the Real Rate Report, reducing confusion and improving consistency across reporting periods.
- **More up to date:** Unlike the annual and static Real Rate Report, DynamicInsights is refreshed quarterly, offering more timely insights.
- **Digital-first access:** Delivered via a secure online interface, users can interact with the data, bookmark views, and share insights in real time.

DynamicInsights provides the same level of credibility and analytical power long trusted in the Real Rate Report with more agility and transparency for today's legal environment.

2025 Real Rate Report use considerations

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in DynamicInsights and this report are derived from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Legal departments might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Examples of data to consider when reviewing rates:

- **Industry** – Compare spend and rate trends across various industries
- **Practice area** – Analyze cost variations in different legal practice areas
- **Detailed practice area** – Drill down into niche legal specialties for precise benchmarking
- **Am Law** – Benchmark against top-ranked law firms for competitive rate analysis
- **City** – Understand rate trends in specific metropolitan areas
- **Country** – Gain a global perspective on legal costs and spend management
- **Role** – Assess legal spend distribution across different law firm roles

Real Rate Report Overview

Understanding key statistical terms

To help interpret the legal rate data presented in DynamicInsights and this report, it's important to understand the statistical measures used. Below are definitions of the core metrics:

- **Mean (average):** The sum of all rate values divided by the total number of values added. It provides a general sense of the central tendency of the rates but can be influenced by extreme values (outliers).
- **Median:** The middle value when all rates are arranged in ascending order. If there is an even number of rates being analyzed, the median is the average of the two middle rates. It is a robust measure of central tendency of rates that is less affected by outliers.
- **First quartile (Q1):** The value below which 25% of the rates fall. It marks the lower boundary of the middle 50% of the rates and helps identify the lower range of typical values.
- **Third quartile (Q3):** The value below which 75% of the rates fall. It marks the upper boundary of the middle 50% of the rates and helps identify the upper range of typical values.
- **n:** The number of unique timekeepers contributing to the data.

These metrics are used to provide a more nuanced view of legal rates, helping users identify trends, outliers, and benchmarks across various dimensions.

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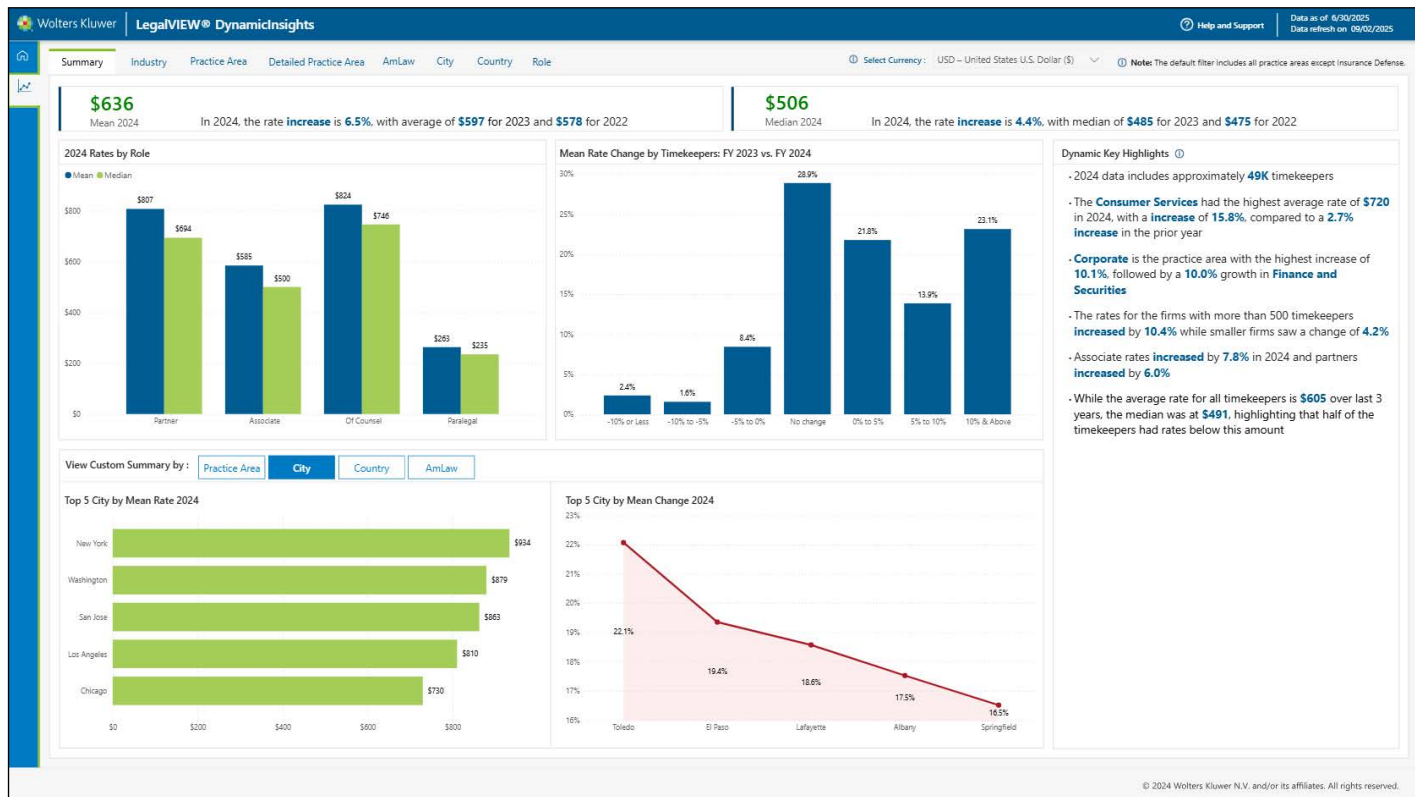
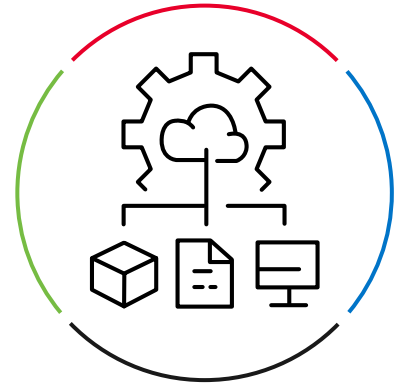


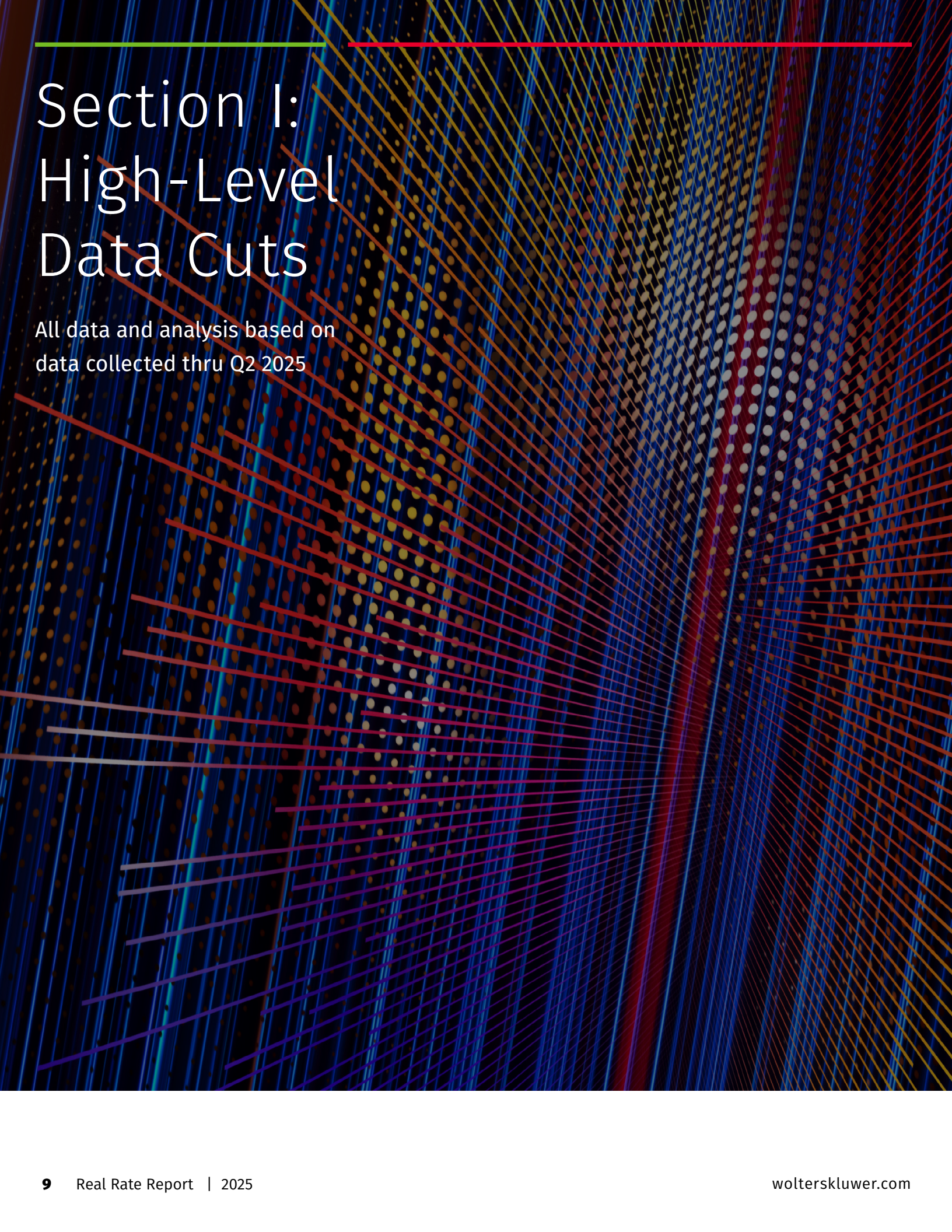
LegalVIEW® DynamicInsights

Legal rates keep climbing and 2026 will be no exception. Stay ahead with award-winning insights designed to give your team the edge in every negotiation.

Data that wins awards...and rate negotiations

- **Unmatched Data Power:** Leverages over **\$200B** in invoice-backed legal spend data to deliver deep, actionable insights.
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- **Insight-Driven Decision Making:** Enables analysis across key dimensions to support strategic negotiations and financial optimization.





Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2025

Section I: High-Level Data Cuts

Cities
By Role

2025 Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Los Angeles CA	Partner	565	\$517	\$925	\$1,365	\$993	\$979	\$913
	Associate	518	\$485	\$720	\$982	\$761	\$741	\$684
Louisville KY	Partner	32	\$291	\$395	\$500	\$411	\$395	\$380
	Associate	19	\$275	\$290	\$342	\$304	\$274	\$268
Madison WI	Partner	10	\$275	\$420	\$491	\$420	\$443	\$563
Memphis TN	Partner	22	\$325	\$394	\$470	\$404	\$428	\$387
Miami FL	Partner	191	\$250	\$525	\$733	\$547	\$570	\$575
	Associate	128	\$175	\$330	\$479	\$357	\$389	\$393
Milwaukee WI	Partner	32	\$364	\$459	\$649	\$524	\$581	\$525
	Associate	18	\$322	\$455	\$690	\$498	\$462	\$404
Minneapolis MN	Partner	138	\$475	\$694	\$918	\$692	\$673	\$637
	Associate	111	\$333	\$450	\$620	\$485	\$467	\$432

Section I: High-Level Data Cuts

Cities
By Years of Experience

2025 Real Rates for Partner						Trend Analysis - Mean		
City	Years of Experience	n	First Quartile	Median	Third Quartile	2025	2024	2023
Phoenix AZ	21 or More Years	25	\$350	\$490	\$674	\$559	\$499	\$540
Pittsburgh PA	Fewer Than 21 Years	41	\$501	\$600	\$810	\$669	\$658	\$599
	21 or More Years	72	\$480	\$691	\$860	\$705	\$733	\$669
Portland ME	21 or More Years	18	\$386	\$435	\$484	\$418	\$421	\$381
Portland OR	Fewer Than 21 Years	17	\$402	\$465	\$525	\$599	\$536	\$509
	21 or More Years	32	\$470	\$525	\$639	\$594	\$607	\$553
Raleigh NC	21 or More Years	12	\$396	\$475	\$510	\$489	\$477	\$477
Richmond VA	Fewer Than 21 Years	10	\$604	\$703	\$855	\$707	\$746	\$687
	21 or More Years	24	\$431	\$713	\$1,084	\$739	\$756	\$726
Salt Lake City UT	Fewer Than 21 Years	12	\$395	\$447	\$459	\$422	\$445	\$412
	21 or More Years	16	\$350	\$463	\$521	\$480	\$433	\$407
San Diego CA	21 or More Years	33	\$438	\$785	\$1,334	\$894	\$898	\$882



Section II: Industry Analysis

All data and analysis based on
data collected thru Q2 2025

Section II: Industry Analysis

Consumer Services

By Detailed Practice Area and
Matter Type

2025 - Real Rates for Associate and Partner

Trend Analysis - Mean

Practice Area	Matter Type	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Employment and Labor: Discrimination, Retaliation and Harassment / EEO	Litigation	Partner	27	\$393	\$495	\$613	\$509	\$463	\$436
		Associate	19	\$400	\$475	\$493	\$437	\$387	\$370
Employment and Labor: Other	Litigation	Partner	24	\$564	\$692	\$1,252	\$956	\$782	\$683
		Associate	14	\$384	\$469	\$564	\$553	\$484	\$458
	Non-Litigation	Partner	25	\$450	\$574	\$695	\$579	\$573	\$548
		Associate	25	\$397	\$450	\$525	\$465	\$472	\$456
Intellectual Property: Patents	Non-Litigation	Partner	41	\$350	\$595	\$691	\$605	\$652	\$634
		Associate	51	\$208	\$373	\$517	\$382	\$378	\$389
Real Estate: Leasing	Non-Litigation	Partner	17	\$410	\$539	\$865	\$616	\$664	\$667
		Associate	10	\$278	\$404	\$617	\$482	\$444	\$478
Real Estate: Other	Non-Litigation	Partner	58	\$480	\$626	\$940	\$694	\$612	\$540
		Associate	39	\$320	\$460	\$733	\$503	\$468	\$415

Exhibit 3

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
Mediation Fees						
	5/13/2024	(03/13/24)	Mediation Fee - Todd Smith, Esq., APC	25% Mediation Fee	\$3,000.00	\$3,000.00
	08/21/2023	50098	Mediation Fee - Signature Resolution, LLC	Mediation Fee	\$7,450.00	\$7,450.00
Total MEDIATION FEES					\$10,450.00	\$10,450.00
Consultant Fees						
	5/28/2024	10527-2	Consultant Fee - Berger Consulting Group, LLC	36.80 hours of work	\$5,520.00	\$5,520.00
	11/30/2023	INV99093-01-01	Consultant Fee - USA Express Legal & Investigati...	Stage I & II Asset Report	\$2,210.00	\$7,730.00
	12/8/2023	9491	Consultant Fee - Berger Consulting Group, LLC	16.50 Hrs of Work	\$8,250.00	\$15,980.00
Total CONSULTANT FEES					\$15,980.00	\$15,980.00
Filing Fees						
	11/23/2021		Filing Fee - Department of Industrial Relations	PAGA Letter	\$75.00	\$75.00
	03/10/2022	44375	Filing Fee - Valpro Attorney Services, LLC	New Case Filing	\$608.50	\$683.50
	03/24/2022	46044	Filing Fee - Valpro Attorney Services, LLC	Complex Fees	\$1,235.00	\$1,918.50
	03/28/2022	46097	Filing Fee - Valpro Attorney Services, LLC	Summons and Complaint	\$149.40	\$2,067.90
	03/31/2022	45249	Filing Fee - Valpro Attorney Services, LLC	New Case Filing	\$140.00	\$2,207.90
	06/01/2022	47981	Filing Fee - Valpro Attorney Services, LLC	Joint CMC	\$135.00	\$2,342.90
	06/07/2022	46213	Filing Fee - Valpro Attorney Services, LLC	POS	\$95.00	\$2,437.90
	06/10/2022	44722	Appearance Fee - CourtCall	CourtCall	\$94.00	\$2,531.90
	10/20/2022	51843	Filing Fee - Valpro Attorney Services, LLC	2 Opposition's	\$170.00	\$2,701.90
	11/02/2022	44867	Appearance Fee - CourtCall	CourtCall	\$94.00	\$2,795.90
	11/16/2022	44881	Appearance Fee - CourtCall	CourtCall	\$94.00	\$2,889.90
	11/17/2022	23712	California Deposition Reporters	Translation	\$2,495.14	\$5,385.04
	03/21/2024	22018658	Filing Fee - One Legal LLC	Notice	\$20.68	\$5,405.72
	04/18/2024	74619	Filing Fee - Valpro Attorney Services, LLC	Joint Status Report	\$135.00	\$5,540.72
	05/21/2024	22732567	Filing Fee - One Legal LLC	Notice	\$21.71	\$5,562.43
	06/06/2024	22018658(2)	Filing Fee - One Legal LLC		\$1.00	\$5,563.43
	08/15/2024	23529655	Filing Fee - One Legal LLC	Joint CMC	\$21.71	\$5,585.14
	12/12/2024	24310416	Filing Fee - One Legal LLC	CMC	\$20.86	\$5,606.00
	07/30/2025	CC073125TA-3372	Filing Fee - One Legal LLC	Change of Address	\$23.63	\$5,629.63
	07/27/2026	CC073126TA-2460	Filing Fee - One Legal LLC	Stipulation	\$46.46	\$5,676.09
	FUTURE		Filing Fee - One Legal LLC	Compliance Deecs.	\$60.00	\$5,736.09
Total FILING FEES					\$5,736.09	\$5,736.09
Other Costs						
	4/9/2024	E-3196040	DocuSign Envelope		\$1.89	\$1.89
Total OTHER COSTS					\$1.89	\$1.89
TOTAL					\$32,167.98	\$32,167.98

Exhibit 4

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-854152-21
Plaintiff for PAGA Case: Erika Lizbeth Merino Alejandro
Filer/Attorney for PAGA Case: Justin Marquez
Law Firm for PAGA Plaintiff: Wilshire Law Firm, PLC
Employer: Santa Eastvale, Inc. dba Panini Kabob Grill
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: San Bernardino County Superior Court
PAGA Court Case Number: CIV SB 2202254
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Amended Notice Submitted on 01/28/2022 10:37:03 AM by Justin Marquez	2022 01-28 Santa Eastvale, Inc. dba Panini Kabob Grill - Amended PAGA Letter (FINAL).pdf	01/28/2022 10:37 AM	Amended Notice
Amended Notice Submitted on 07/21/2026 04:32:42 PM by Chase Stern	2026-07-21 Santa Eastvale - Second Amended PAGA Ntc (FINAL).pdf	07/21/2026 04:34 PM	Amended Notice
Court Complaint Submitted on 11/10/2023 11:24:19 AM by Justin Marquez	2022 01-28 Santa Eastvale, Inc. dba Panini Kabob Grill - PAGA Complaint (CON.pdf	11/10/2023 11:24 AM	Court Complaint
PAGA Notice Submitted on 11/23/2021 10:54:09 AM by Justin Marquez	2021 11-23 - Santa Eastvale, Inc. dba Panini Kabob Grill - PAGA Letter (FINAL).pdf	11/23/2021 10:54 AM	PAGA Notice