

1 Robert Drexler (SBN 119119)  
2 Robert.Drexler@CapstoneLawyers.com  
3 Molly DeSario (SBN 230763)  
4 Molly.DeSario@CapstoneLawyers.com  
5 Jonathan Lee (SBN 267146)  
6 Jonathan.Lee@CapstoneLawyers.com  
7 Capstone Law APC  
8 1875 Century Park East, Suite 1000  
9 Los Angeles, California 90067  
10 Telephone: (310) 556-4811  
11 Facsimile: (310) 943-0396

12 Attorneys for Plaintiff Victoria Taguilas

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MARIN

12 VICTORIA TAGUILAS, as an  
13 aggrieved employee pursuant to the  
14 Private Attorneys General Act  
15 ("PAGA"), on behalf of the State of  
16 California and other aggrieved  
17 employees,

18 Plaintiff,

19 vs.

20 PIATTI RESTAURANT COMPANY, L.P.,  
21 a California limited partnership;  
22 MOANA RESTAURANT GROUP  
23 LLC, a California limited liability  
24 company; and DOES 1 through 10,  
25 inclusive,

26 Defendants.

Case No.:

CIV2200852

**COMPLAINT – PAGA ENFORCEMENT  
ACTION**

- (1) Claim for Civil Penalties for Violations  
of California Labor Code, Pursuant to  
PAGA, §§ 2698, *et seq.*

**Jury Trial Demanded**

**FILED**

MAR 28 2022

JAMES M. KIM, Court Executive Officer  
MARIN COUNTY SUPERIOR COURT  
By: N. Johnson, Deputy

1 Plaintiff Victoria Taguilas, as an aggrieved employee and on behalf of the State of  
2 California and all other aggrieved employees, alleges as follows:

### 3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General  
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties  
6 and any other available relief on behalf of Plaintiff, the State of California, and other current  
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid  
8 employee and received at least one wage statement and against whom one or more violations  
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating  
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage  
11 Order were committed, as set forth in this complaint, at any time between one year prior to the  
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency  
13 (“LWDA”) in this case on January 21, 2022, until judgment (“non-party Aggrieved  
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed  
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California  
17 Constitution, Article VI, section 10. The statute under which this action is brought does not  
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and  
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in  
21 California, or otherwise intentionally avail themselves of the California market so as to render  
22 the exercise of jurisdiction over them by the California courts consistent with traditional  
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction  
24 in this action given that the State of California, as the real party in interest in this action, is not  
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,  
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be  
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction  
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court, because Defendants filed Statement of  
3 Information forms with the California Secretary of State designating a principal place of  
4 business in San Rafael, County of Marin, in accordance with California Corporations Code  
5 section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because  
6 Defendants employ persons in this county, and thus a substantial portion of the transactions  
7 and occurrences related to this action occurred in this county.

8 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private  
9 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private  
10 attorneys general their current or former employers for various civil penalties for violations of  
11 various provisions in the California Labor Code.

## 12 THE PARTIES

13 6. Plaintiff Victoria Taguilas is a resident of San Diego, in San Diego County,  
14 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from  
15 approximately July 2017 to February 2021. Plaintiff worked for Defendants as a Server at  
16 their Piatti restaurant location in La Jolla, California. Plaintiff typically worked six (6) to  
17 eight (8) or more hours per day, five (5) to seven (7) days per week. Plaintiff typically  
18 worked from 4:30 p.m. to closing. At the time Plaintiff’s employment with Defendants ended,  
19 she was compensated approximately \$14.00 per hour. Plaintiff’s job duties included, without  
20 limitation, setting the tables, polishing silverware and glassware, preparing basic foods (such  
21 as olive oil) for the tables, greeting customers, serving guests food and drinks, and cleaning  
22 and maintaining her designated section of the restaurant.

23 7. On information and belief, Defendants required some employees, including  
24 Plaintiff, to execute an arbitration agreement at the time of their hire or during their  
25 employment. On further information and belief, Defendants’ arbitration agreement was and is  
26 both procedurally and substantively unconscionable. Specifically, Defendants presented new  
27 hires with an “Arbitration Agreement” during the onboarding process, which had to be  
28 reviewed and acknowledged immediately. In fact, upon information and belief, the

1 Arbitration Agreement was one of several documents presented to new employees for  
2 signature during the orientation process, including Employee Handbook Receipt  
3 Acknowledgement, Anti-Harassment Policy, Rest and Meal Break Policy Acknowledgement,  
4 and Tips Reporting Responsibilities Acknowledgement, among other documents. Also,  
5 employees did not have a meaningful opportunity to negotiate the terms of the Arbitration  
6 Agreement. Rather, it was provided to Defendants' employees for them to sign on a take-it or  
7 leave-it basis, along with all of the other on-boarding documents. Further, Defendants did not  
8 set forth in the agreement or otherwise provide employees with the rules which will govern  
9 the arbitration, instead forcing employees to seek this information out on their own: "If you  
10 want more information about arbitration, please contact the Human Resources Department or  
11 the American Arbitration Association in San Francisco."

12 8. PIATTI RESTAURANT COMPANY, L.P. was and is, upon information and  
13 belief, a California limited partnership, and at all times hereinafter mentioned, an employer  
14 whose employees are engaged throughout this county and the State of California.

15 9. MOANA RESTAURANT GROUP LLC was and is, upon information and  
16 belief, a California limited liability company, and at all times hereinafter mentioned, an  
17 employer whose employees are engaged throughout this county and the State of California.

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

22 11. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10  
23 were the partners, agents, owners, or managers of PIATTI RESTAURANT COMPANY, L.P.  
24 and MOANA RESTAURANT GROUP LLC at all relevant times.

25 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the  
26 acts and omissions alleged herein was performed by, or is attributable to, PIATTI  
27 RESTAURANT COMPANY, L.P.; MOANA RESTAURANT GROUP LLC.; and/or DOES 1  
28 through 10 (collectively, "Defendants" or "PIATTI"), each acting as the agent, employee,

1 alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants  
2 and was acting within the course and scope of such agency, employment, joint venture, or  
3 concerted activity with legal authority to act on the others' behalf. The acts of any and all  
4 Defendants were in accordance with, and represent, the official policy of Defendants.

5 13. At all relevant times, Defendants, and each of them, ratified each and every act  
6 or omission complained of herein. At all relevant times, Defendants, and each of them, aided  
7 and abetted the acts and omissions of each and all the other Defendants in proximately causing  
8 the damages herein alleged.

9 14. Plaintiff is informed and believes, and thereon alleges, that each of said  
10 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,  
11 omissions, occurrences, and transactions alleged herein.

12 15. Under California law, Defendants are jointly and severally liable as employers  
13 for the violations alleged herein because they have each exercised sufficient control over the  
14 wages, hours, working conditions, and employment status of Plaintiff and other non-party  
15 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-  
16 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions  
17 of employment, determined their rate of pay, and maintained their employment records.  
18 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work  
19 and/or "engaged" Plaintiff and other non-party Aggrieved Employees so as to create a  
20 common-law employment relationship. As joint employers of Plaintiff and other non-party  
21 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties  
22 available to Plaintiff and other non-party Aggrieved Employees under the law.

23 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,  
24 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other  
25 non-party Aggrieved Employees because Defendants have:

- 26 (a) jointly exercised meaningful control over the work performed by  
27 Plaintiff and other non-party Aggrieved Employees;
- 28 (b) jointly exercised meaningful control over Plaintiff's and other non-party  
Aggrieved Employees' wages, hours, and working conditions, including

1 the quantity, quality standards, speed, scheduling, and operative details  
2 of the tasks performed by Plaintiff and other non-party Aggrieved  
3 Employees;

4 (c) jointly required that Plaintiff and other non-party Aggrieved Employees  
5 perform work which is an integral part of Defendants' businesses; and

6 (d) jointly exercised control over Plaintiff and other non-party Aggrieved  
7 Employees as a matter of economic reality in that Plaintiff and other  
8 non-party Aggrieved Employees were dependent on Defendants, who  
9 shared the power to set the wages of Plaintiff and other non-party  
10 Aggrieved Employees and determined their working conditions, and  
11 who jointly reaped the benefits from the underpayment of their wages  
12 and noncompliance with other statutory provisions governing their  
13 employment.

14 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times  
15 there has existed a unity of interest and ownership between Defendants such that any  
16 individuality and separateness between the entities has ceased.

17 18. Furthermore, Defendants are jointly and severally liable as employers for the  
18 violations alleged herein because Defendants have acted as a single integrated enterprise.  
19 Courts consider four factors in determining whether two or more entities may be treated as a  
20 single employer for the purposes of determining liability for labor code violations:  
21 (1) centralized control of labor relations; (2) interrelation of operations; (3) common  
22 management; and (4) common ownership or financial control. No factor is controlling and all  
23 need not be present.

24 19. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,  
25 Defendants have acted as a single integrated enterprise because:

26 (a) Defendant MOANA RESTAURANT GROUP LLC made final  
27 decisions regarding employment matters related to Plaintiff and other  
28 non-party Aggrieved Employees in the same manner and through the

1 same entity, regardless of which entity was acting as Plaintiff's and  
2 other non-party Aggrieved Employees' immediate employer;

3 (b) Defendants MOANA RESTAURANT GROUP LLC controlled day-to-  
4 day employment decisions of Defendants PIATTI RESTAURANT  
5 COMPANY, L.P.;

6 (c) Defendants shared common officers, directors, and/or managers;

7 (d) Defendants utilized the same bank accounts, accounting records, lines of  
8 credit, payroll preparation, telephone lines, company websites, office  
9 space, facilities, employees and/or other facets of operation; and/or

10 (e) Defendants were subject to common ownership and financial control.

11 20. PIATTI RESTAURANT COMPANY, L.P.; MOANA RESTAURANT  
12 GROUP LLC; and DOES 1 through 10 are therefore alter egos of each other.

13 21. Adherence to the fiction of the separate existence of Defendants would permit  
14 an abuse of the corporate privilege, and would promote injustice by protecting Defendants  
15 from liability for the wrongful acts committed by them.

16 22. Plaintiff further alleges, upon information and belief, that Defendants PIATTI  
17 RESTAURANT COMPANY, L.P. and MOANA RESTAURANT GROUP LLC are alter egos  
18 of each other for the following reasons:

19 (a) On the California Secretary of State's website  
20 (<https://businesssearch.sos.ca.gov/>), PIATTI RESTAURANT  
21 COMPANY, L.P. and MOANA RESTAURANT GROUP LLC share  
22 the same entity address and mailing address, "835 Fifth Avenue, San  
23 Rafael, CA 94025";

24 (b) On the California Secretary of State's website PIATTI RESTAURANT  
25 COMPANY, L.P. and MOANA RESTAURANT GROUP LLC share  
26 the same agent for service of process "Grant S. Harmon, 1250 Cloud  
27 Avenue, Menlo Park, CA 94025;" and

28 (c) On information and belief, PIATTI RESTAURANT COMPANY, L.P.

1 and MOANA RESTAURANT GROUP LLC utilize the same  
2 standardized employment forms and issue the same employment  
3 policies.

4 **PAGA REPRESENTATIVE ALLEGATIONS**

5 23. Defendants own and operate at least 5 Piatti restaurant locations throughout  
6 California. Upon information and belief, Defendants maintain a single, centralized Human  
7 Resources (HR) department at their corporate headquarters in San Rafael, California, for all  
8 non-exempt, hourly paid employees working for Defendants in California, which is  
9 responsible for the recruiting and hiring of new employees, and communicating and  
10 implementing Defendants' company-wide policies, including timekeeping policies and meal  
11 and rest period policies, to employees throughout California.

12 24. In particular, Plaintiff and other non-party Aggrieved Employees, on  
13 information and belief, received the same standardized documents and/or written policies.  
14 Upon information and belief, the usage of standardized documents and/or written policies,  
15 including new-hire documents, indicate that Defendants dictated policies at the corporate level  
16 and implemented them company-wide, regardless of their employees' assigned locations or  
17 positions. Upon information and belief, Defendants set forth uniform policies and procedures  
18 in several documents provided at an employee's time of hire.

19 25. Upon information and belief, Defendants maintain a centralized Payroll  
20 department at their corporate headquarters in San Rafael, California, which processes payroll  
21 for all non-exempt, hourly paid employees working for Defendants at their various locations  
22 and jobsites in California, including Plaintiff and other non-party Aggrieved Employees.  
23 Based upon information and belief, Defendants issue the same formatted wage statements to  
24 all non-exempt, hourly paid employees in California, irrespective of their work locations.  
25 Upon information and belief, Defendants process payroll for departing employees in the same  
26 manner throughout the State of California, regardless of the manner in which each employee's  
27 employment ends.

28 26. Defendants continue to employ non-exempt or hourly paid employees in

1 California.

2 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
3 mentioned, Defendants were advised by skilled lawyers and other professionals, employees  
4 and advisors knowledgeable about California labor and wage law, employment and personnel  
5 practices, and about the requirements of California law.

6 28. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other  
7 non-party Aggrieved Employees were not paid for all hours worked because all hours worked  
8 were not recorded.

9 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
11 receive certain wages for overtime compensation and that they were not receiving certain  
12 wages for overtime compensation.

13 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
14 should have known that other non-party Aggrieved Employees were entitled to be paid at a  
15 regular rate of pay, and corresponding overtime rates of pay, that included as eligible income  
16 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of  
17 compensation, but failed to incorporate all forms of remuneration in calculating the regular  
18 rate of pay for other non-party Aggrieved Employees.

19 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
21 receive at least minimum wages for compensation and that they were not receiving at least  
22 minimum wages for work that was required to be done off-the-clock. In violation of the  
23 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at  
24 least minimum wages for work done off-the-clock.

25 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
27 meal periods in accordance with the California Labor Code and applicable IWC Wage Order  
28 or payment of one (1) additional hour of pay at their regular rates of pay when they were not

1 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and  
2 other non-party Aggrieved Employees were not provided with all meal periods or payment of  
3 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,  
4 uninterrupted, thirty (30) minute meal period.

5 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
7 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or  
8 payment of one (1) additional hour of pay at their regular rates of pay when they were not  
9 authorized and permitted to take a compliant rest period. In violation of the California Labor  
10 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted  
11 to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party  
12 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of  
13 pay when they were not authorized and permitted to take a compliant rest period.

14 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
16 receive complete and accurate wage statements in accordance with California law. In  
17 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees  
18 were not provided complete and accurate wage statements.

19 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
20 should have known that they had a duty to maintain accurate and complete payroll records in  
21 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,  
22 and intentionally failed to do so.

23 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
25 timely payment of wages during their employment. In violation of the California Labor Code,  
26 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,  
27 including, but not limited to, overtime wages, minimum wages, meal and rest period  
28 premiums, and/or reporting time pay, within permissible time periods.

1           37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
3 timely payment of all wages earned upon termination of employment. In violation of the  
4 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive  
5 payment of all wages due, including, but not limited to, overtime wages, minimum wages,  
6 meal and rest period premiums, and/or reporting time pay, within permissible time periods.

7           38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
9 one day's rest in seven. In violation of the California Labor Code, Defendants required  
10 Plaintiff and other non-party Aggrieved Employees to work more than six consecutive days  
11 without a day of rest, where the total hours worked exceeded 30 hours in any week or six  
12 hours in any one day thereof.

13           39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
15 be paid reporting time pay when they reported to work for their scheduled shift but were put to  
16 work for less than half of the regular schedule. In violation of the California Labor Code,  
17 Defendants did not pay Plaintiff and other non-party Aggrieved Employees all reporting time  
18 pay due.

19           40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
21 receive split shift premium pay when Defendants required Plaintiff and other non-party  
22 Aggrieved Employees to return to work for an additional shift in the same day, after having  
23 been clocked out for more than an hour. In violation of the California Labor Code,  
24 Defendants did not pay Plaintiff and other non-party Aggrieved Employees all split-shift  
25 premiums due.

26           41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to  
28 receive reimbursement for all business-related expenses and costs they incurred during the

1 course and scope of their employment and that they did not receive reimbursement of  
2 applicable business-related expenses and costs incurred.

3 42. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
4 mentioned, Defendants knew or should have known that they had a duty to provide Plaintiff  
5 and other non-party Aggrieved Employees with written notice of the material terms of their  
6 employment with Defendants as required by the California Wage Theft Prevention Act, but  
7 failed to do so.

8 43. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
9 mentioned, Defendants knew or should have known that they had a duty to compensate  
10 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants  
11 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally  
12 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees  
13 that they were properly denied wages, all in order to increase Defendants' profits.

14 44. At all times herein set forth, PAGA provides that any provision of law under  
15 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be  
16 assessed and collected by the LWDA for violations of the California Labor Code and  
17 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a  
18 civil action brought on behalf of themselves and other current or former employees pursuant  
19 to procedures outlined in California Labor Code section 2699.3.

20 45. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any  
21 person who was employed by the alleged violator and against whom one or more of the  
22 alleged violations was committed."

23 46. Plaintiff and other current and former employees of Defendants are "aggrieved  
24 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current  
25 or former employees and one or more of the alleged violations were committed against them.

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

- 1 (a) The aggrieved employee shall give written notice by online filing  
2 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail  
3 to the employer of the specific provisions of the California Labor Code  
4 alleged to have been violated, including the facts and theories to support  
5 the alleged violations.
- 6 (b) An aggrieved employee’s notice filed with the LWDA pursuant to  
7 2699.3(a) and any employer response to that notice shall be  
8 accompanied by a filing fee of seventy-five dollars (\$75).
- 9 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the  
10 employer and the aggrieved employee by certified mail that it does not  
11 intend to investigate the alleged violation within sixty (60) calendar  
12 days of the postmark date of the Employee’s Notice. Upon receipt of  
13 the LWDA Notice, or if the LWDA Notice is not provided within sixty-  
14 five (65) calendar days of the postmark date of the Employee’s Notice,  
15 the aggrieved employee may commence a civil action pursuant to  
16 California Labor Code section 2699 to recover civil penalties in addition  
17 to any other penalties to which the employee may be entitled.

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

- 22 (a) The aggrieved employee or representative shall give written notice by  
23 online filing to the LWDA and by certified mail to the employer of the  
24 specific provisions of the California Labor Code alleged to have been  
25 violated (other than those listed in Section 2699.5), including the facts  
26 and theories to support the alleged violation.
- 27 (b) An aggrieved employee’s notice filed with the LWDA pursuant to  
28 2699.3(c) and any employer response to that notice shall be

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

2 (c) The employer may cure the alleged violation within thirty-three (33)  
3 calendar days of the postmark date of the notice. The employer shall  
4 give written notice by certified mail within that period of time to the  
5 aggrieved employee or representative and the agency if the alleged  
6 violation is cured, including a description of actions taken, and no civil  
7 action pursuant to Section 2699 may commence. If the alleged violation  
8 is not cured within the 33-day period, the employee may commence a  
9 civil action pursuant to Section 2699.

10 49. On January 21, 2022, Plaintiff provided written notice by online filing to the  
11 LWDA and by certified mail to Defendants of the specific provisions of the California Labor  
12 Code alleged to have been violated, including facts and theories to support the alleged  
13 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written  
14 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The  
15 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned  
16 Plaintiff PAGA Case Number LWDA-CM-864025-22. A true and correct copy of Plaintiff's  
17 written notice to the LWDA and Defendants dated January 21, 2022, is attached hereto as  
18 "Exhibit 1."

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

22 51. Thus, Plaintiff has satisfied the administrative prerequisites under California  
23 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for  
24 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,  
25 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

26 52. Labor Code section 558(a) provides "[a]ny employer or other person acting on  
27 behalf of an employer who violates, or causes to be violated, a section of this chapter or any  
28 provision regulating hours and days of work in any order of the Industrial Welfare

Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties under Labor Code section 558 for herself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections 510, 512(a), 516, 551, 552, 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a), 516, 551, 552, 1198, and the applicable IWC Wage Order.

53. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved Employees’ rights by violating various sections of the California Labor Code as set forth above.

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

55. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

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1 **FIRST CAUSE OF ACTION**

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

3 **(Against all Defendants)**

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

6 57. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover  
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code  
8 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,  
9 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c)  
10 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of  
11 those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, and  
12 2810.5.

13 58. Defendants’ conduct, as alleged herein, violates numerous sections of the  
14 California Labor Code, including, but not limited to, the following:

- 15 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC  
16 Wage Order for Defendants’ failure to compensate Plaintiff and other  
17 non-party Aggrieved Employees with all required overtime pay and  
18 failure to properly calculate the overtime rates paid to other non-party  
19 Aggrieved Employees, as set forth below;
- 20 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and  
21 the applicable IWC Wage Order for Defendants’ failure to compensate  
22 Plaintiff and other non-party Aggrieved Employees with at least  
23 minimum wages for all hours worked, as set forth below;
- 24 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the  
25 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff  
26 and other non-party Aggrieved Employees with meal periods, as set  
27 forth below;
- 28 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the

1 applicable IWC Wage Order for Defendants' failure to authorize and  
2 permit Plaintiff and other non-party Aggrieved Employees to take rest  
3 periods, as set forth below;

4 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable  
5 IWC Wage Order for failure to provide accurate and complete wage  
6 statements to Plaintiff and other non-party Aggrieved Employees, as set  
7 forth below;

8 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable  
9 IWC Wage Order for failure to maintain payroll records, as set forth  
10 below;

11 (g) Violation of Labor Code section 204 for failure to pay all earned wages  
12 during employment, as set forth below;

13 (h) Violation of Labor Code sections 201 and 202 for failure to pay all  
14 earned wages upon termination, as set forth below;

15 (i) Violation of Labor Code sections 551 and 552 for failure to provide one  
16 day's rest in seven to Plaintiff and other non-party Aggrieved  
17 Employees, as set forth below;

18 (j) Violation of Labor Code section 1198 and the applicable IWC Wage  
19 Order for failure to pay reporting time pay when Plaintiff and other non-  
20 party Aggrieved Employees were put to work for less than half of their  
21 regular scheduled shifts, as set forth below;

22 (k) Violation of Labor Code section 1198 and the applicable IWC Wage  
23 Order for failure to pay split-shift premiums when Plaintiff and other  
24 non-party Aggrieved Employees returned to work for an additional shift  
25 in the same day, after having been clocked out for more than an hour, as  
26 set forth below;

27 (l) Violation of Labor Code section 2802 for failure to reimburse Plaintiff  
28 and other non-party Aggrieved Employees for all business expenses

necessarily incurred, as set forth below; and

- (m) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and other non-party Aggrieved Employees' employment with Defendants, as set forth below.

## **FAILURE TO PAY OVERTIME**

### **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

59. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

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

61. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved Employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

62. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

63. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)

1 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the  
2 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate  
3 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours  
4 in a day on the seventh (7th) day of work.

5 64. First, during the relevant period, Defendants had, and continue to have, a  
6 company-wide policy of discouraging and impeding Plaintiff and other non-party Aggrieved  
7 Employees from recording hours worked that were outside of their scheduled shifts in order to  
8 limit the amount of overtime employees could accrue. This policy of limiting overtime,  
9 coupled with Defendants' understaffing and assignment of heavy workloads (*see infra*), led  
10 Plaintiff and other non-party Aggrieved Employees to work off-the-clock before and after  
11 their scheduled shift times. For example, for every shift, Plaintiff was required to arrive to  
12 work fifteen (15) minutes before her scheduled shift start time to put her personal items away,  
13 put on an apron, and start setting up silverware in her designated section of the restaurant, but  
14 was not permitted to clock in until her scheduled shift start-time. As another example, about  
15 4-5 times per year, Plaintiff was required to spend three (3) hours studying the updated menu  
16 that was emailed to her as she was expected to know it prior to working the next scheduled  
17 shift. This off-the-clock work could have been recorded by Defendants, but they refused to do  
18 so to avoid payment of additional wages to Plaintiff and other non-party Aggrieved  
19 Employees.

20 65. Further, during the relevant period, Defendants implemented, on a company-  
21 wide basis, an employer-imposed requirement that Plaintiff and other non-party Aggrieved  
22 Employees undergo mandatory COVID-19 temperature checks and health screenings before  
23 clocking in for their scheduled shifts. Prior to her shift, Plaintiff was required to spend up to  
24 ten (10) minutes per instance filling out a health screening form and searching for a manager  
25 to check her temperature, before being permitted to clock in for her shift. Even though  
26 Defendants required these health screenings, Defendants did not provide Plaintiff and other  
27 non-party Aggrieved Employees a mechanism to record this time worked so they could be  
28 compensated for the time spent undergoing mandatory temperature checks and/or health

1 screenings.

2       66.     Second, Defendants had, and continue to have, a uniform practice and/or policy  
3 of understaffing their restaurant locations which resulted in a lack of adequate meal period  
4 coverage, because there were too few employees on duty to handle the heavy workload and  
5 Defendants' productivity expectations. Moreover, Defendants had a practice of failing to  
6 schedule or provide meal periods at all, which further caused Plaintiff and other non-party  
7 Aggrieved Employees to not be relieved of their duties for compliant meal periods. As a  
8 result of this inadequate meal period coverage, Plaintiff and other non-party Aggrieved  
9 Employees were not always afforded uninterrupted 30-minute meal periods during shifts when  
10 they were entitled to receive a meal period. Consequently, Plaintiff and other non-party  
11 Aggrieved Employees were required to work through and/or had their unpaid meal periods  
12 interrupted in order to complete their assigned duties, time for which they were not paid.

13       67.     Third, on information and belief, because Defendants frowned upon employees  
14 accruing meal period penalties, Defendants pressured Plaintiff and other non-party Aggrieved  
15 Employees to clock out for meal periods, on threat of discipline, and/or adjusted their time  
16 records to reflect compliant meal periods, even when they did not receive a compliant meal  
17 period, in order to strictly limit meal penalties that Defendants would otherwise owe. In  
18 conjunction with this policy, Defendants also pressured Plaintiff and other non-party  
19 Aggrieved Employees who had signed invalid meal period waivers (*see infra*) to clock out  
20 before they had worked six (6) hours in a day, in order to limit their eligibility for meal  
21 periods they otherwise would have received. For example, several times per week,  
22 Defendants required Plaintiff to clock out just before she had worked six (6) hours and  
23 continue working for 30 minutes and up to one (1) hour off-the-clock, either preparing for the  
24 next day, cleaning up, or continuing to serve tables, tasks she was required by Defendants to  
25 complete before she could leave for the day. Thus, Plaintiff and other non-party Aggrieved  
26 Employees were required to perform their assigned tasks off-the-clock because Defendants  
27 wanted to avoid paying penalties for missed meal periods.

28       68.     Furthermore, on information and belief, Defendants' company-wide

1 timekeeping system prevented Plaintiff and other non-party Aggrieved Employees from  
2 recording all hours worked when their meal periods were shortened or interrupted, because the  
3 system locked out Plaintiff and other non-party Aggrieved Employees once they clocked out  
4 for a meal period, and would not permit them to clock back in from a meal period before 30  
5 minutes had elapsed.

6 69. Defendants knew or should have known that as a result of these company-wide  
7 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing  
8 assigned duties off-the-clock during meal periods and before and after their shifts, and were  
9 suffered or permitted to perform work for which they were not paid. Because Plaintiff and  
10 other non-party Aggrieved Employees sometimes worked shifts of eight (8) hours a day or  
11 more, or forty (40) hours a week or more, some of this off-the-clock work qualified for  
12 overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were  
13 not paid overtime wages for all of the overtime hours they actually worked.

14 70. Furthermore, Defendants did not pay other non-party Aggrieved Employees the  
15 correct overtime rate for the recorded overtime hours that they generated. In addition to an  
16 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,  
17 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the  
18 California Labor Code, Defendants failed to incorporate all compensation, including incentive  
19 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the  
20 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during  
21 times when other non-party Aggrieved Employees worked overtime and received these other  
22 forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate  
23 than required.

24 71. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees  
25 the balance of overtime compensation as required by California law, violates the provisions of  
26 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved  
27 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections  
28 558 and/or 2699(a), (f), and (g).

1 **FAILURE TO PAY MINIMUM WAGES**

2 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

3 72. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and  
4 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage  
5 to be paid to employees, and the payment of a wage less than the minimum so fixed is  
6 unlawful. Compensable work time is defined by the applicable wage order, IWC Wage Order  
7 No. 5-2001, as “the time during which an employee is subject to the control of an employer,  
8 and includes all the time the employee is suffered or permitted to work, whether or not  
9 required to do so.” Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

10 73. First, as set forth above, as a result of Defendants’ policy of limiting the  
11 amount of overtime employees could accrue, Defendants required Plaintiff and other non-  
12 party Aggrieved Employees to perform work off-the-clock before and after their scheduled  
13 shift start and end times to complete their tasks, such as, arriving to work early for opening  
14 duties, submit to mandated pre-shift COVID-19 temperature checks and health screenings,  
15 remaining on the job for closing duties, and studying updated menus. However, Defendants  
16 failed to track this time Plaintiff and other non-party Aggrieved Employees spent working off-  
17 the-clock, and thus, Plaintiff and other non-party Aggrieved Employees received no  
18 compensation for this time.

19 74. Second, as stated above, due to Defendants’ uniform practices of understaffing,  
20 assignment of heavy workloads, failure to schedule or provide meal periods, and subsequent  
21 lack of meal period coverage, Plaintiff and other non-party Aggrieved Employees were forced  
22 to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved  
23 of all duties during meal periods. Moreover, as stated above, on information and belief, in  
24 order to limit meal penalties that Defendants would otherwise owe, Defendants pressured  
25 Plaintiff and other non-party Aggrieved Employees to clock out for meal periods, on threat of  
26 discipline, and/or adjusted employee time records to reflect compliant meal periods. In  
27 conjunction with this policy, Defendants also pressured Plaintiff and other non-party  
28 Aggrieved Employees to clock out before they worked six (6) hours in day to limit their

1 eligibility for meal periods, but required them to continue working, time for which they were  
2 not paid. Furthermore, as set forth above, on information and belief, Defendants  
3 systematically failed to pay Plaintiff and other non-party Aggrieved Employees for actual  
4 hours worked during unpaid meal periods, because Defendants' timekeeping system locked  
5 out Plaintiff and other non-party Aggrieved Employees for 30 minutes when they clocked out  
6 for a meal period.

7 75. Thus, Defendants did not pay at least minimum wages for all hours worked by  
8 Plaintiff and non-party Aggrieved Employees. Also, to the extent that these off-the-clock  
9 hours did not qualify for overtime premium payment, Defendants did not pay at least  
10 minimum wages for those hours worked off-the-clock in violation of California Labor Code  
11 sections 1182.12, 1194, 1197, and 1198.

12 76. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees  
13 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.  
14 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil  
15 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

16 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**  
17 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

18 77. At all relevant times herein set forth, the applicable IWC Wage Order and  
19 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and  
20 non-party Aggrieved Employees' employment by Defendants.

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

28 79. At all relevant times herein set forth, California Labor Code sections 226.7,

1 512(a), 516, and 1198 provide that no employer shall require an employee to work during any  
2 meal period mandated by an applicable order of the IWC.

3 80. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,  
4 and the applicable IWC Wage Order also require employers to provide a second meal period  
5 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay  
6 an employee one (1) additional hour of pay at the employee's regular rate, except that if the  
7 total hours worked is no more than twelve (12) hours, the second meal period may be waived  
8 by mutual consent of the employer and the employee only if the first meal period was not  
9 waived.

10 81. First, as stated, Defendants had, and continue to have, company-wide policies  
11 and/or practices of understaffing while simultaneously assigning heavy workloads, and failing  
12 to schedule or provide meal periods at all, which resulted in a lack of meal period coverage  
13 and prevented Plaintiff and other non-party Aggrieved Employees from taking all timely,  
14 uninterrupted meal periods to which they were entitled. As a result, Plaintiff and other non-  
15 party Aggrieved Employees had to work through all or part of their meal periods, had their  
16 meal periods interrupted, and/or had to wait extended periods of time before taking meal  
17 periods. For example, Defendants' management pressured Plaintiff and other non-party  
18 Aggrieved Employees to keep table-turnover time (the time customers spend dining at their  
19 table) under two (2) hours in order to maximize revenue. Plaintiff was often required to work  
20 through her meal periods to attend to her tables and/or assist other servers to meet  
21 managements' expectations and to keep customers happy to ensure she received tips.

22 82. Second, as stated, on information and belief, because Defendants frowned upon  
23 employees accruing meal period penalties, Defendants' management pressured Plaintiff and  
24 other non-party Aggrieved Employees to clock out for meal periods, upon threat of discipline,  
25 and/or would adjust Plaintiff's and other non-party Aggrieved Employees' time records to  
26 reflect compliant meal periods, regardless of whether they had received a compliant meal  
27 period or not, in order to strictly limit meal penalties that would need to be paid by  
28 Defendants. For example, Plaintiff was sometimes required to clock out for her meal period

1 to record that she had received compliant meal periods on shifts when she had not, in fact,  
2 received these timely meal periods. In conjunction with this policy, as stated, on information  
3 and belief, Defendants' management would also pressure Plaintiff and other non-party  
4 Aggrieved Employees who had signed invalid meal period waivers (*see infra*) to clock out  
5 before they had worked six (6) hours in day and continue working to limit their eligibility for  
6 meal periods, in order to strictly limit meal penalties that would need to be paid by  
7 Defendants.

8 83. Moreover, as stated, Defendants' company-wide timekeeping system prevented  
9 Plaintiff and other non-party Aggrieved Employees from recording all hours worked when  
10 their meal periods were shortened or interrupted, because the system locked out Plaintiff and  
11 other non-party Aggrieved Employees once they clocked out for a meal period, and would not  
12 permit them to clock back in from a meal period before 30 minutes had elapsed.

13 84. Also, Defendants did not provide other non-party Aggrieved Employees with  
14 second 30-minute meal periods on days that they worked in excess of ten (10) hours in one  
15 day. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period  
16 waivers on days that they were entitled to meal periods and were not relieved of all duties.

17 85. Moreover, on information and belief, Defendants had a company-wide policy  
18 of requiring all newly hired employees to sign blanket meal period waivers at or near their  
19 time of hire. Defendants took the position that non-exempt, hourly paid employees had  
20 waived their rights to first and/or second meal periods for the entirety of their employment  
21 and, on that basis, did not provide them with all meal periods to which they were entitled.  
22 Defendants' presumption that meal periods would not be provided for shifts in excess of five  
23 (5) hours but less than six (6) hours and/or that second meal periods would not be provided for  
24 shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period  
25 waivers signed at or near the time of hire, discouraged and impeded Plaintiff and other non-  
26 party Aggrieved Employees from taking all meal periods to which they were entitled.

27 86. Furthermore, an employer's obligation to provide a meal period is only  
28 "triggered" when the employer "employs an employee for a work period of more than five

1 hours per day.” *Brinker*, 53 Cal. 4th at 1039 (“If an employer engages, suffers, or permits  
2 anyone to work for a full five hours, its meal break obligation is triggered.”).

3 [A]fter the meal break obligation is triggered . . . an employer is put to a  
4 choice: it must (1) afford an off-duty meal period; (2) consent to a  
5 mutually agreed-upon waiver if one hour or less will end the shift; or (3)  
6 obtain written agreement to an on-duty meal period if circumstances  
7 permit. Failure to do one of these will render the employer liable for  
8 premium pay.

9 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants  
10 required Plaintiff and other non-party Aggrieved Employees to sign meal period waivers  
11 simultaneously at or near their time of hire (as opposed to on a specific work day) renders  
12 them invalid and unenforceable, because Defendants’ obligation to provide Plaintiff and other  
13 non-party Aggrieved Employees with meal periods did not arise until they had employed them  
14 for a full five (5) hours.

15 87. At all times mentioned herein, Defendants knew or should have known that as a  
16 result of their policies, Plaintiff and other non-party Aggrieved Employees were not actually  
17 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or  
18 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees  
19 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

20 88. Furthermore, Defendants engaged in a company-wide practice and/or policy of  
21 not paying all meal period premiums owed when compliant meal periods are not provided.  
22 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees  
23 have not received premium pay for missed, late, and interrupted meal periods. Alternatively,  
24 to the extent that Defendants did pay other non-party Aggrieved Employees for missed, late,  
25 and interrupted meal periods, Defendants did not pay other non-party Aggrieved Employees at  
26 the correct rate of pay for premiums because Defendants systematically failed to include all  
27 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms  
28 of remuneration, in the regular rate of pay.

89. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved  
Employees compliant meal periods and failed to pay the full meal period premiums due.

Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

#### **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

#### **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

90. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

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

92. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

93. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

94. During the relevant time period, Defendants regularly failed to authorize and

1 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest  
2 period per each four (4) hour period worked or major fraction thereof. As with meal periods,  
3 Defendants' company-wide policies of understaffing and assigning heavy workloads and  
4 productivity expectations, resulted in a lack of rest period coverage and prevented Plaintiff  
5 and other non-party Aggrieved Employees from being relieved of all duty in order to take  
6 compliant rest periods. Defendants also failed to schedule rest periods, which, coupled with  
7 Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and other  
8 non-party Aggrieved Employees not being authorized and permitted to take rest periods.

9 95. Moreover, Defendants maintained a company-wide on-premises rest period  
10 policy, which mandated that Plaintiff and/or other non-party Aggrieved Employees remain on  
11 Defendants' premises during their rest periods. Because Plaintiff and/or other non-party  
12 Aggrieved Employees were restricted from leaving the premises during rest periods, they were  
13 denied the ability to use their rest periods freely for their own purposes, such as running  
14 personal errands. Thus, Defendants effectively maintained control over Plaintiff and/or other  
15 non-party Aggrieved Employees during rest periods.

16 96. As a result of Defendants' practices and policies, Plaintiff and other non-party  
17 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in  
18 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they  
19 were entitled. For example, Plaintiff had to forego at least of half of her rest periods entirely  
20 each week because the restaurant was busy, did not have coverage, and, as a result,  
21 management would not release her to receive a rest period.

22 97. Defendants also have engaged in a company-wide practice and/or policy of not  
23 paying all rest period premiums owed when compliant rest periods are not authorized and  
24 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved  
25 Employees have not received premium pay for all missed rest periods. Alternatively, to the  
26 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour  
27 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved  
28 Employees at the correct rate of pay for premiums because Defendants failed to include all

1 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms  
2 of remuneration, in the regular rate of pay.

3 98. Accordingly, Defendants failed to authorize and permit all compliant rest  
4 periods and failed to pay the full rest period premiums due. Defendants' conduct violates the  
5 applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198.  
6 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil  
7 penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

8 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**  
9 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

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

15 100. During the relevant time period, Defendants have knowingly and intentionally  
16 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and  
17 inaccurate wage statements. For example, Defendants issued uniform wage statements to  
18 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages  
19 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during  
20 the pay period, including rates of pay for overtime wages and/or meal and rest period  
21 premiums, and the corresponding number of hours worked at each hourly rate. Specifically,  
22 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

23 101. Because Defendants did not record the time Plaintiff other non-party Aggrieved  
24 Employees spent working off-the-clock and deducted time from their records for meal periods  
25 that were interrupted and/or missed (and therefore time for which they should have been paid),  
26 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff  
27 and other non-party Aggrieved Employees in compliance with section 226(a)(1) and section  
28 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the total

1 number of hours worked by Plaintiff and other non-party Aggrieved Employees, in violation  
2 of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the  
3 pay period and the corresponding accurate number of hours worked at each hourly rate, in  
4 violation of section 226(a)(9).

5 102. Additionally, because Defendants did not calculate other non-party Aggrieved  
6 Employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal  
7 and rest period premiums, Defendants did not list the correct amount of gross wages earned by  
8 other non-party Aggrieved Employees in compliance with section 226(a)(1) and did not list  
9 the correct amount of net wages earned by other non-party Aggrieved Employees in violation  
10 of section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in  
11 effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and  
12 rest period premiums, in violation of section 226(a)(9).

13 103. The wage statement deficiencies also include, among other things, failing to list  
14 the number of piece-rate units earned and any applicable piece rate if the employee is paid on  
15 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period  
16 for which aggrieved employees were paid; failing to list the name of the employee and only  
17 the last four digits of his or her social security number or an employee identification number  
18 other than a social security number; failing to list the name and address of the legal entity that  
19 is the employer; and/or failing to state all hours worked as a result of not recording or stating  
20 the hours they worked off-the-clock.

21 104. California Labor Code section 1174(d) provides that "[e]very person employing  
22 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees  
23 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the  
24 plants or establishments at which employees are employed, payroll records showing the hours  
25 worked daily by and the wages paid to, and the number of piece-rate units earned by and any  
26 applicable piece rate paid to, employees employed at the respective plants or  
27 establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500  
28 civil penalty if they fail to maintain accurate and complete records as required by section

1 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),  
2 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-  
3 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto  
4 as a result of failing to record the off-the-clock hours that they worked.

5 105. California Labor Code section 1198 provides that the maximum hours of work  
6 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as  
7 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he  
8 employment of any employees for longer hours than those fixed by the order or under  
9 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC  
10 Wage Order, employers are required to keep accurate time records showing when the  
11 employee begins and ends each work period and meal period. During the relevant time  
12 period, Defendants failed, on a company-wide basis, to keep accurate records of work period  
13 and meal period start and stop times for Plaintiff and other non-party Aggrieved Employees,  
14 in violation of section 1198. As stated, Defendants engaged in a company-wide practice  
15 and/or policy of falsifying Plaintiff’s and other non-party Aggrieved Employees’ time records  
16 by recording that compliant meal periods were taken regardless of if or when meal periods  
17 were actually taken, and thereby failed to keep accurate records of meal start and end times for  
18 Plaintiff and other non-party Aggrieved Employees. Furthermore, in light of Defendants’  
19 failure to provide other non-party Aggrieved Employees with second 30-minute meal periods  
20 to which they were entitled, Defendants kept no records of meal start and end times for second  
21 meal periods.

22 106. Defendants’ conduct violates California Labor Code 226(a), 1174(d), and 1198.  
23 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil  
24 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

## 25 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

### 26 **VIOLATION OF LABOR CODE SECTION 204**

27 107. At all relevant times herein set forth, California Labor Code section 204  
28 requires that all wages earned by any person in any employment between the 1st and the 15th

1 days, inclusive, of any calendar month, other than those wages due upon termination of an  
2 employee, are due and payable between the 16th and the 26th day of the month during which  
3 the labor was performed. Labor Code section 204 further provides that all wages earned by  
4 any person in any employment between the 16th and the last day, inclusive, of any calendar  
5 month, other than those wages due upon termination of an employee, are due and payable  
6 between the 1st and the 10th day of the following month.

7 108. At all relevant times herein, California Labor Code section 204 also requires  
8 that all wages earned for labor in excess of the normal work period shall be paid no later than  
9 the payday for the next regular payroll period. Alternatively, at all relevant times herein,  
10 Labor Code section 204 provides that the requirements of this section are deemed satisfied by  
11 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not  
12 more than seven (7) calendar days following the close of the payroll period.

13 109. During the relevant time period, Defendants willfully failed to pay Plaintiff and  
14 other non-party Aggrieved Employees all wages due to them within any time period specified  
15 by California Labor Code section 204 including, but not limited to, overtime wages, minimum  
16 wages, and/or meal and rest period premiums.

17 110. Plaintiff and other non-party Aggrieved Employees are therefore entitled to  
18 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

19 **FAILURE TO PAY WAGES UPON TERMINATION**

20 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

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

28 112. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved

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

5 113. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees  
6 who are no longer employed by Defendants their wages earned and unpaid at the time of  
7 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates  
8 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are  
9 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or  
10 2699(a), (f), and (g).

11 **FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN**  
12 **VIOLATION OF LABOR CODE SECTIONS 551 AND 552**

13 114. At all relevant times herein, California Labor Code section 551 provides that  
14 every person employed in any occupation of labor is entitled to one day's rest in seven.  
15 Additionally, California Labor Code section 552 prohibits employers from requiring  
16 employees to work more than six consecutive days without a day of rest.

17 115. At all relevant times herein set forth, California Labor Code section 556  
18 exempts an employer from the day-of-rest requirement when the total hours worked by an  
19 employee do not exceed 30 hours in any week or six hours in any one day thereof.

20 116. During the relevant time period, Defendants scheduled Plaintiff and other non-  
21 party Aggrieved Employees to work six (6) or more hours per day and more than seven (7)  
22 consecutive days in a workweek. Because Plaintiff and other non-party Aggrieved Employees  
23 worked over 30 hours per week and over six (6) hours per day in a workweek, they were not  
24 exempt from the day-of-rest requirement. To the extent that Plaintiff and other non-party  
25 Aggrieved Employees may have signed purported waivers of their right to a day's rest in  
26 seven, such waivers are invalid.

27 117. Thus, during the relevant time period, and in violation of Labor Code sections  
28 551 and 552, Defendants caused Plaintiff and other non-party Aggrieved Employees to work

1 more than six days in seven. Plaintiff and other non-party Aggrieved Employees are therefore  
2 entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and  
3 (g).

4 **FAILURE TO PAY REPORTING TIME PAY**  
5 **VIOLATION OF LABOR CODE SECTION 1198**

6 118. California Labor Code section 1198 makes it illegal to employ an employee  
7 under conditions of labor that are prohibited by the applicable wage order. California Labor  
8 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission  
9 shall be the . . . standard conditions of labor for employees. The employment of any employee  
10 . . . under conditions of labor prohibited by the order is unlawful.”

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

21 120. During the relevant time period, Defendants violated California Labor Code  
22 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because  
23 Defendants failed to pay Plaintiff and other non-party Aggrieved Employees reporting time  
24 pay when they reported to work for their scheduled shift but were put to work for less than  
25 half of the regularly scheduled day’s work.

26 121. Defendants had a company-wide practice of sending Plaintiff and other non-  
27 party Aggrieved Employees home early from their shifts, including before they had worked at  
28 least half of their regular shift, but would not pay Plaintiff and other non-party Aggrieved

1 Employees for half of their scheduled shift. For example, when scheduled to work a six (6)  
2 hour shift, Plaintiff was sent home after two (2) hours because business was slow, but was  
3 only paid for the time that she had worked. Although Plaintiff and other non-party Aggrieved  
4 Employees would report to work based on the schedule that Defendants provided to them,  
5 Defendants would send them home before they had worked at least half of their scheduled  
6 shifts without giving them reporting time pay. Accordingly, Plaintiff and other non-party  
7 Aggrieved Employees were not properly compensated with reporting time pay in violation of  
8 California Labor Code section 1198 and California Code of Regulations, Title 8, section  
9 11050(5)(A).

10 122. Accordingly, Plaintiff and other non-party Aggrieved Employees were not  
11 properly compensated with reporting time pay in violation of California Labor Code section  
12 1198 and California Code of Regulations, Title 8, section 11050(5). Plaintiff and other non-  
13 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor  
14 Code sections 2699(a), (f), and (g).

#### 15 **FAILURE TO PAY SPLIT-SHIFT PAY**

#### 16 **VIOLATION OF LABOR CODE SECTION 1198**

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

23 124. California Code of Regulations, Title 8, section 11050(4)(C) provides that,  
24 “When an employee works a split shift, one (1) hour’s pay at the minimum wage shall be paid  
25 in addition to the minimum wage for that workday, except when the employee resides at the  
26 place of employment.” California Code of Regulations, Title 8, defines a split shift as “a  
27 work schedule, which is interrupted by non-paid non-working periods established by the  
28 employer, other than bona fide rest or meal periods.”

125. Defendants willfully violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(4)(C), because Defendants failed to pay Plaintiff and other non-party Aggrieved Employees a split-shift premium when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour. For example, about once a month, Plaintiff was required to work an earlier shift, and then told to clock out for more than an hour, before returning to work in early evening for the dinner shift. When this occurred, Defendants did not pay Plaintiff and other non-party Aggrieved Employees an additional hour at minimum wage.

126. Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour, violates California Labor Code section 1198 and California Code of Regulations Title 8, Section 11050(4)(C). Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

#### **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

##### **VIOLATION OF LABOR CODE SECTION 2802**

127. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen the employer requires the use of tools or equipment or they are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage may provide and maintain hand tools and equipment customarily required by the particular trade or craft."

128. During the relevant time period, Defendants required Plaintiff and other non-party Aggrieved Employees to wear uniforms bearing the Defendants' company logo,

1 including uniform aprons. However, Defendants did not provide their employees with  
2 sufficient uniforms to wear for their shifts throughout the week. For example, Defendants  
3 only provided Plaintiff and other non-party Aggrieved Employees with two aprons at the time  
4 of hire. Because Defendants failed to provide Plaintiff and other non-party Aggrieved  
5 Employees with an adequate number of uniform items in relation to their scheduled shifts and  
6 for the tasks they were required to perform, Plaintiff and other non-party Aggrieved  
7 Employees had to wash their uniforms more frequently than they otherwise do laundry, and  
8 incur expenses in doing so. Thus, Defendants failed to maintain uniforms they required  
9 Plaintiff and other non-party Aggrieved Employees to wear during their shifts and forced them  
10 to incur the cost of maintaining employee uniforms.

11 129. Defendants could have provided Plaintiff and other non-party Aggrieved  
12 Employees with the actual tools for use on the job, such as an adequate number of uniform  
13 items or access to laundering services. Or, Defendants could have reimbursed employees for  
14 the costs of their laundering expenses or provided a uniform maintenance allowance. Instead,  
15 Defendants passed these operating costs off onto Plaintiff and other non-party Aggrieved  
16 Employees. At all relevant times, Plaintiff did not earn at least two (2) times the minimum  
17 wage.

18 130. Defendants' company-wide policy and/or practice of not reimbursing  
19 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff  
20 and other non-party Aggrieved Employees violates California Labor Code section 2802.  
21 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil  
22 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

23 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**  
24 **EMPLOYMENT**

25 **VIOLATION OF LABOR CODE SECTION 2810.5**

26 131. California's Wage Theft Prevention Act was enacted to ensure that employers  
27 provide employees with basic information material to their employment relationship at the  
28 time of hiring, and to ensure that employees are given written and timely notice of any

changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

132. During the relevant time period, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

133. Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with written notice of basic information regarding their employment with Defendants is in violation of Labor Code section 2810.5. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code section 2699(a), (f), and (g).

### **REQUEST FOR JURY TRIAL**

Plaintiff requests a trial by jury.

### **PRAYER FOR RELIEF**

Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

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

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,

1 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,  
2 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and  
3 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage  
4 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all  
5 earned wages upon termination); 204 (by failing to timely pay all earned wages during  
6 employment); 551 and 552 (by failing to provide one day's rest in seven); 1198 and the  
7 applicable IWC Wage Order (by failing to provide reporting time pay); 1198 and the  
8 applicable IWC Wage Order (by failing to provide split-shift pay); 2802 (by failing to  
9 reimburse business expenses); and 2810.5 (by failing to provide written notice of information  
10 material to employment).

11 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,  
12 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202,  
13 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198,  
14 2802, and 2810.5;

15 4. For attorneys' fees and costs pursuant to California Labor Code section  
16 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California  
17 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12,  
18 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

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

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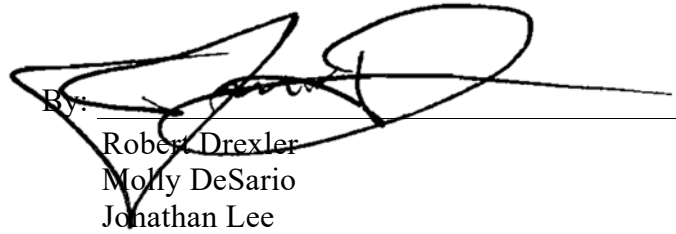
28 //

1           6.     For such other and further relief as the Court may deem equitable and  
2 appropriate.

3  
4 Dated: March 28, 2022

Respectfully submitted,

Capstone Law APC

6  
7  By: \_\_\_\_\_  
8 Robert Drexler  
9 Molly DeSario  
Jonathan Lee

10 Attorneys for Plaintiff Victoria Taguilas  
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# Exhibit 1

NINEL KOCHARYAN  
310.712.8146 Direct  
Ninel.Kocharyan@capstonelawyers.com

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January 21, 2022

VIA ONLINE SUBMISSION

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

Subject: *Victoria Taguilas v. Piatti Restaurant Company, L.P., et al.*

Dear PAGA Administrator:

This office represents Victoria Taguilas in connection with her claims under the California Labor Code. Ms. Taguilas was an employee of PIATTI RESTAURANT COMPANY, L.P., and/or MOANA RESTAURANT GROUP LLC. For the purpose of this letter, Ms. Taguilas collectively refers to these entities as “PIATTI.”

The employers may be contacted directly at the addresses below:

|                                 |                            |
|---------------------------------|----------------------------|
| PIATTI RESTAURANT COMPANY, L.P. | MOANA RESTAURANT GROUP LLC |
| 835 FIFTH AVE                   | 835 FIFTH AVE              |
| SAN RAFAEL CA 94901             | SAN RAFAEL, CA 94901       |

Ms. Taguilas intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. Taguilas seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PIATTI as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PIATTI employed Ms. Taguilas as an hourly paid, non-exempt employee from approximately July 2017 to February 2021. Ms. Taguilas worked for PIATTI as a Server at its restaurant location in La Jolla, California. During her employment, Ms. Taguilas typically worked six (6) to eight (8) or more hours per day, five (5) to seven (7) days per week. Ms. Taguilas typically worked from 4:30 p.m. to closing. Ms. Taguilas was compensated approximately \$14.00 per hour at the time her employment ended with PIATTI. Her job duties included, without limitation, setting the tables, polishing silverware and glassware, preparing basic foods (such as olive oil) for the tables, greeting customers, serving guests food and drinks, and cleaning and maintaining her designated section of the restaurant.

PIATTI committed one or more of the following Labor Code violations against Ms. Taguilas the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):<sup>1</sup>

### **PIATTI’s Company-Wide and Uniform Payroll and HR Practices**

PIATTI RESTAURANT COMPANY, L.P. is a California limited partnership; MOANA RESTAURANT GROUP LLC is a California limited liability company. Together, they operate five (5) Piatti restaurant locations throughout California. Upon information and belief, PIATTI maintains a single, centralized Human Resources (HR) department at its corporate headquarters in San Rafael, California, for all non-exempt, hourly paid employees working for PIATTI in California, including Ms. Taguilas and other aggrieved employees. At all relevant times, PIATTI issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Taguilas and other aggrieved employees, regardless of its location or position.

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

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

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

PIATTI willfully failed to pay all overtime wages owed to Ms. Taguilas and other aggrieved employees. During the relevant time period, Ms. Taguilas and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in

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<sup>1</sup> These facts, theories, and claims are based on Ms. Taguilas’s experience and counsel’s review of those records currently available relating to Ms. Taguilas’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Taguilas reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, PIATTI had, and continues to have, a company-wide policy of discouraging and impeding Ms. Taguilas and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled with PIATTI's understaffing and assignment of heavy workloads (*see infra*), led Ms. Taguilas and other aggrieved employees to work off-the-clock before and after their scheduled shift times. For example, for every shift, Ms. Taguilas was required to arrive to work fifteen (15) minutes before her scheduled shift start time to put her personal items away, put on an apron, and start setting up silverware in her designated section of the restaurant, but was not permitted to clock in until her scheduled shift start-time. As another example, about 4-5 times per year, Ms. Taguilas was required to spend three (3) hours studying the updated menu that was emailed to her as she was expected to know it prior to working the next scheduled shift. This off-the-clock work could have been recorded by PIATTI, but it refused to do so to avoid payment of additional wages to Ms. Taguilas and other aggrieved employees.

Further, during the relevant period, PIATTI implemented, on a company-wide basis, an employer-imposed requirement that Ms. Taguilas and other aggrieved employees undergo mandatory COVID-19 temperature checks and health screenings before clocking in for their scheduled shifts. Prior to her shift, Ms. Taguilas was required to spend up to ten (10) minutes per instance filling out a health screening form and searching for a manager to check her temperature, before being permitted to clock in for her shift. Even though PIATTI required these health screenings, PIATTI did not provide Ms. Taguilas and other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent undergoing mandatory temperature checks and/or health screenings.

Second, PIATTI had, and continues to have, a uniform practice and/or policy of understaffing its restaurant locations which resulted in a lack of adequate meal period coverage, because there were too few employees on duty to handle the heavy workload and PIATTI's productivity expectations. Moreover, PIATTI had a practice of failing to schedule or provide meal periods at all, which further caused Ms. Taguilas and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this inadequate meal period coverage, Ms. Taguilas and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Consequently, Ms. Taguilas and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

Third, on information and belief, because PIATTI frowned upon employees accruing meal period penalties, PIATTI pressured Ms. Taguilas and other aggrieved employees to clock out for meal periods, on threat of discipline, and/or adjusted their time records to reflect compliant meal periods, even when they did not receive a compliant meal period, in order to strictly limit meal penalties that PIATTI would otherwise owe. In conjunction with this policy, PIATTI also pressured Ms. Taguilas and other aggrieved employees who had signed invalid meal period waivers (*see infra*) to clock out before they had worked six (6) hours in a day, in order to limit their eligibility for meal periods they otherwise would have received. For example, several times per week, PIATTI required Ms. Taguilas to clock out just before she had worked six (6) hours and continue working for 30 minutes and up to one (1) hour off-the-clock, either preparing for the next day, cleaning up, or continuing to serve tables, tasks she was required by PIATTI to complete before she could leave for the day. Thus, Ms.

Taguilas and other aggrieved employees were required to perform their assigned tasks off-the-clock because PIATTI wanted to avoid paying penalties for missed meal periods.

PIATTI knew or should have known that as a result of these company-wide practices and/or policies, Ms. Taguilas and other aggrieved employees were performing assigned duties off-the-clock during meal periods and before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Ms. Taguilas and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Taguilas and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, PIATTI did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, PIATTI paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, PIATTI failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, PIATTI failed to pay all overtime wages by paying a lower overtime rate than required.

PIATTI's failure to pay Ms. Taguilas and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Taguilas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

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

As stated above, as a result of PIATTI's policy of limiting the amount of overtime employees could accrue, PIATTI required Ms. Taguilas and other aggrieved employees to perform work off-the-clock before and after their scheduled shift start and end times to complete their tasks, such as, arriving to work early for opening duties, submit to mandated pre-shift COVID-19 temperature checks and health screenings, remaining on the job for closing duties, and studying updated menus. However, PIATTI failed to track this time Ms. Taguilas and other aggrieved employees spent working off-the-clock, and thus, Ms. Taguilas and other aggrieved employees received no compensation for this time.

Additionally, as set forth above, due to PIATTI's uniform practices of understaffing, assignment of heavy workloads, failure to schedule or provide meal periods, and subsequent lack of meal period coverage, Ms. Taguilas and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Moreover, as stated above, on information and belief, in order to limit meal penalties that PIATTI

would otherwise owe, PIATTI pressured Ms. Taguilas and other aggrieved employees to clock out for meal periods, on threat of discipline, and/or adjusted employee time records to reflect compliant meal periods. In conjunction with this policy, PIATTI also pressured Ms. Taguilas and other aggrieved employees to clock out before they worked six (6) hours in day to limit their eligibility for meal periods, but required them to continue working, time for which they were not paid. Furthermore, as set forth above, on information and belief, PIATTI systematically failed to pay Ms. Taguilas and other aggrieved employees for actual hours worked during unpaid meal periods, because PIATTI's timekeeping system locked out Ms. Taguilas and other aggrieved employees for 30 minutes when they clocked out for a meal period.

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

Accordingly, PIATTI regularly failed to pay at least minimum wages to Ms. Taguilas and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198. Ms. Taguilas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods**

California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, as stated, PIATTI had, and continues to have, company-wide policies and/or practices of understaffing while simultaneously assigning heavy workloads, and failing to schedule or provide meal periods at all, which resulted in a lack of meal period coverage and prevented Ms. Taguilas and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. Taguilas and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, PIATTI's management pressured Ms. Taguilas and other aggrieved employees to keep table-turnover time (the time customers spend dining at their table) under two (2) hours in order to maximize revenue. Ms. Taguilas was often required to work through

her meal periods to attend to her tables and/or assist other servers to meet managements' expectations and to keep customers happy to ensure she received tips.

Second, as stated, on information and belief, because PIATTI frowned upon employees accruing meal period penalties, PIATTI's management pressured Ms. Taguilas and other aggrieved employees to clock out for meal periods, upon threat of discipline, and/or would adjust Ms. Taguilas's and other aggrieved employees' time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that would need to be paid by PIATTI. For example, Ms. Taguilas was sometimes required to clock out for her meal period to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely meal periods. In conjunction with this policy, as stated, on information and belief, PIATTI's management would also pressure Ms. Taguilas and other aggrieved employees who had signed invalid meal period waivers (*see infra*) to clock out before they had worked six (6) hours in day and continue working to limit their eligibility for meal periods, in order to strictly limit meal penalties that would need to be paid by PIATTI.

Moreover, as stated, PIATTI's company-wide timekeeping system prevented Ms. Taguilas and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Taguilas and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Also, PIATTI did not provide Ms. Taguilas and/or other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Taguilas and/or other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, on information and belief, PIATTI had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. PIATTI took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. PIATTI's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or that second meal periods would not be provided for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, discouraged and impeded Ms. Taguilas and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

*Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That PIATTI required Ms. Taguilas and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because PIATTI's obligation to provide Ms. Taguilas and aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

At all times mentioned herein, PIATTI knew or should have known that as a result of its policies, Ms. Taguilas and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. PIATTI further knew or should have known that it did not pay Ms. Taguilas and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, PIATTI engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Taguilas and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that PIATTI did pay other aggrieved employees for missed, late, and interrupted meal periods, PIATTI did not pay other aggrieved employees at the correct rate of pay for premiums because PIATTI systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, PIATTI failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Taguilas and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

### **Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods**

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, PIATTI regularly failed to authorize and permit Ms. Taguilas and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, PIATTI's company-wide policies of understaffing

and assigning heavy workloads and productivity expectations, resulted in a lack of rest period coverage and prevented Ms. Taguilas and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. PIATTI also failed to schedule rest periods, which, coupled with PIATTI's failure to provide adequate rest period coverage, further led to Ms. Taguilas and other aggrieved employees not being authorized and permitted to take rest periods.

Moreover, PIATTI maintained a company-wide on-premises rest period policy, which mandated that Ms. Taguilas and/or other aggrieved employees remain on PIATTI's premises during their rest periods. Because Ms. Taguilas and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, PIATTI effectively maintained control over Ms. Taguilas and/or other aggrieved employees during rest periods.

As a result of PIATTI's practices and policies, Ms. Taguilas and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Taguilas had to forego at least half of her rest periods entirely each week because the restaurant was busy, did not have coverage, and, as a result, management would not release her to receive a rest period.

PIATTI also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Taguilas and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that PIATTI did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, PIATTI did not pay other aggrieved employees at the correct rate of pay for premiums because PIATTI failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, PIATTI failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Taguilas and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records**

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. PIATTI has not provided Ms. Taguilas and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

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

Because PIATTI did not record the time Ms. Taguilas and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), PIATTI did not list the correct amount of gross wages and net wages earned by Ms. Taguilas and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, PIATTI failed to accurately list the total number of hours worked by Ms. Taguilas and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

In addition, because PIATTI did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, PIATTI did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). PIATTI also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), PIATTI willfully failed to maintain accurate payroll records for Ms. Taguilas and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for

longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, PIATTI failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Ms. Taguilas and other aggrieved employees, in violation of section 1198. As stated, PIATTI engaged in a company-wide practice and/or policy of falsifying Ms. Taguilas’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Ms. Taguilas and other aggrieved employees. Furthermore, in light of PIATTI’s failure to provide Ms. Taguilas and/or other aggrieved employees with second 30-minute meal periods to which they were entitled, PIATTI kept no records of meal start and end times for second meal periods.

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

Ms. Taguilas and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

#### **Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, PIATTI failed to pay Ms. Taguilas and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Ms. Taguilas and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

**Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination**

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

Ms. Taguilas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

**Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A) – Failure to Pay Reporting Time Pay**

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

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

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

PIATTI had a company-wide practice of sending Ms. Taguilas and other aggrieved employees home early from their shifts, including before they had worked at least half of their regular shift, but would not pay Ms. Taguilas and other aggrieved employees for half of their scheduled shift. For example, when scheduled to work a six (6) hour shift, Ms. Taguilas was sent home after two (2) hours because business was slow, but was only paid for the time that she had worked. Although Ms. Taguilas and other aggrieved employees would report to work based on the schedule that PIATTI provided to them, PIATTI would send them home before they had worked at least half of their scheduled shifts

without giving them reporting time pay. Accordingly, Ms. Taguilas and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A).

Ms. Taguilas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

**Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 4(C) – Failure to Pay Split-Shift Premiums**

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

California Code of Regulations, Title 8, section 11050(4)(C) provides that, “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, except when the employee resides at the place of employment.” California Code of Regulations, Title 8, defines a split shift as “a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.”

PIATTI willfully violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(4)(C), because PIATTI failed to pay Ms. Taguilas and other aggrieved employees a split-shift premium when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour. For example, about once a month, Ms. Taguilas was required to work an earlier shift, and then told to clock out for more than an hour, before returning to work in early evening for the dinner shift. When this occurred, PIATTI did not pay Ms. Taguilas and other aggrieved employees an additional hour at minimum wage.

PIATTI's failure to provide Ms. Taguilas and other aggrieved employees with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour, violates California Labor Code section 1198 and California Code of Regulations Title 8, Section 11050(4)(C). Ms. Taguilas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

**Violation of California Labor Code §§ 551 and 552 – Failure to Provide One Day's Rest in Seven**

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six hours in any one day thereof.

During the relevant time period, PIATTI scheduled Ms. Taguilas and other aggrieved employees to work six (6) or more hours per day and more than seven (7) consecutive days in a workweek. Because Ms. Taguilas and other aggrieved employees worked over 30 hours per week and over six

(6) hours per day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Ms. Taguilas and other aggrieved employees may have signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

Thus, PIATTI caused Ms. Taguilas and other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Ms. Taguilas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

### **Violation of California Labor Code § 2802 – Unreimbursed Business Expenses**

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, PIATTI required Ms. Taguilas and other aggrieved employees to wear uniforms bearing the PIATTI's company logo, including uniform aprons. However, PIATTI did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, PIATTI only provided Ms. Taguilas and other aggrieved employees with two aprons at the time of hire. Because PIATTI failed to provide Ms. Taguilas and other aggrieved employees with an adequate number of uniform items in relation to their scheduled shifts and for the tasks they were required to perform, Ms. Taguilas and other aggrieved employees had to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. Thus, PIATTI failed to maintain uniforms they required Ms. Taguilas and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

PIATTI could have provided Ms. Taguilas and other aggrieved employees with the actual tools for use on the job, such as an adequate number of uniform items or access to laundering services. Or, PIATTI could have reimbursed employees for the costs of their laundering expenses or provided a uniform maintenance allowance. Instead, PIATTI passed these operating costs off onto Ms. Taguilas and other aggrieved employees. At all relevant times, Ms. Taguilas did not earn at least two (2) times the minimum wage.

Thus, PIATTI had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Taguilas and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

### **Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment**

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure

that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

PIATTI failed to provide Ms. Taguilas and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). PIATTI's failure to provide Ms. Taguilas and other aggrieved employees with written notice of basic information regarding their employment with PIATTI is in violation of Labor Code section 2810.5.

Ms. Taguilas and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

### **California Labor Code § 558(a)**

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." PIATTI, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Taguilas's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Taguilas seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Taguilas, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against PIATTI for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Taguilas seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

### **Pre-Litigation Demand**

This notice shall further serve as Ms. Taguilas's reasonable attempt to settle her dispute with PIATTI prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice

serves to inform PIATTI of Ms. Taguilas's aforementioned grievances and the proposed remedies as detailed below, while affording PIATTI a reasonable opportunity to satisfy Ms. Taguilas's demands.

Demand is hereby made that PIATTI shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. PIATTI shall pay Ms. Taguilas and all other aggrieved employees employed by PIATTI at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. PIATTI shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, and provided lawful meal and rest periods.
3. PIATTI shall conduct a survey or interview all current and former aggrieved employees in California who worked for PIATTI in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for uniform maintenance or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. PIATTI shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. PIATTI also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. PIATTI shall provide Ms. Taguilas and all aggrieved employees who worked over thirty (30) hours per week and over six (6) hours per day in a workweek with one day's rest in seven, as required by Labor Code sections 551 and 552.
6. PIATTI shall provide aggrieved employees who are required to report for work and do report but are not put to work or are furnished less than half their usual or scheduled day's work, with pay 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 aggrieved employee's regular rate of pay.
7. PIATTI shall pay Ms. Taguilas and each other aggrieved employee with split-shift pay when they returned to work for an additional shift in the same day, after having been clocked out for more than an hour, as required by California Labor Code section 1198 and California Code of Regulations Title 8, Section 11050(4)(C).
8. PIATTI shall reimburse Ms. Taguilas and those aggrieved employees who were required to pay for any business expenses incurred for PIATTI's benefit, including, but not limited to, uniform laundering expenses incurred, and other expenditures, as required by Labor Code section 2802.

9. PIATTI shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
10. PIATTI shall pay accrued legal interest to Ms. Taguilas and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
11. PIATTI shall provide Ms. Taguilas and all aggrieved employees employed by PIATTI at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
12. PIATTI shall pay waiting time penalties, equal to 30 days of pay, to Ms. Taguilas and each former aggrieved employee who was not paid all wages due as described herein.
13. PIATTI shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 5-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

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

Best Regards,



Ninel Kocharyan

Copy: PIATTI RESTAURANT COMPANY, L.P. (via U.S. Certified Mail); MOANA RESTAURANT GROUP LLC (via U.S. Certified Mail).

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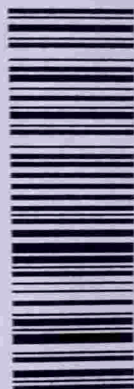
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SAN RAFAEL, CA 94901

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835 FIFTH AVE  
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- Complete items 1, 2, and 3.
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835 FIFTH AVENUE  
SAN RAFAEL, CA 94901

9590 9402 7269 1284 8873 54

2. Article Number (Transfer from service label)

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A. Signature

**X**☐ Agent☐ Addressee

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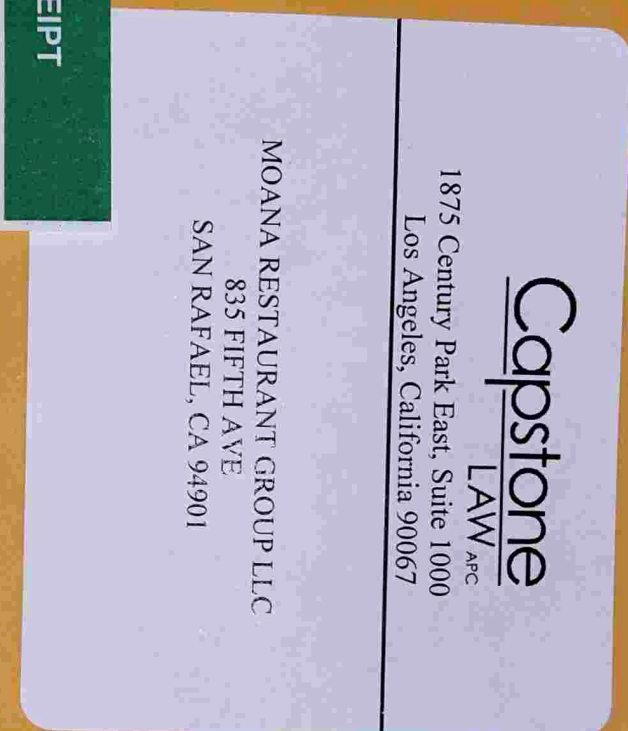
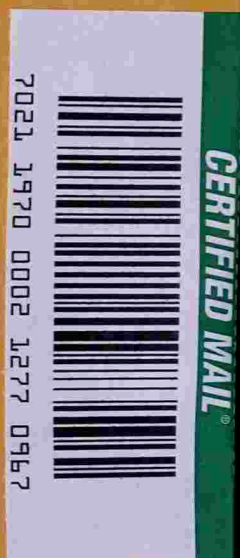
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| 1. Article Addressed to:<br><b>MOANA RESTAURANT GROUP LLC<br/>835 FIFTH AVENUE<br/>SAN RAFAEL, CA 94901</b>                                                                                                                                                                                                                                                                                                                                                                                          | B. Received by (Printed Name)<br>C. Date of Delivery                                                                                                                                                                                                                                                                          |
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☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.76

\$  
 Total Postage and Fees \$8.56

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