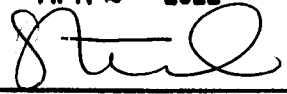


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Attorneys for Plaintiff Kayla Vitela, a proxy for the State of California
as an aggrieved employee pursuant to the Private Attorneys General Act

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

KAYLA VITELA, a proxy for the State of
California as an aggrieved employee
pursuant to the Private Attorneys General
Act ("PAGA"),

Plaintiff,

vs.

SIZZLING PLATTER, LLC, SIZZLING
WINGS, LLC DBA WINGSTOP, SPLAT
HOLDCO, LLC, and DOES 1 through 10,
inclusive,

Defendants.

Case No.:

CIV SB 2208216

ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 *ET*
SEQ.

**COMPLAINT FOR CIVIL PENALTIES
FOR VIOLATIONS OF CALIFORNIA
LABOR CODE, PURSUANT TO PAGA, §§
2698, ET SEQ.**

Jury Trial Demanded

1 Plaintiff Kayla Vitela ("Plaintiff"), a proxy for the State of California as an aggrieved
2 employee, alleges, on behalf the State of California and all aggrieved employees, as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a law enforcement action under the Labor Code Private Attorneys
5 General Act of 2004, California Labor Code sections 2698 *et seq.* ("PAGA") to recover civil
6 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
7 current and former employees who worked for Sizzling Platter, LLC, Sizzling Wings, LLC dba
8 Wingstop, SPLAT HoldCo, LLC, and DOES 1 through 10, inclusive (collectively
9 "Defendants") in California as non-exempt, hourly-paid employees, and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 ("IWC") Wage Order were committed, as set forth in this complaint ("Aggrieved Employees"),
13 at any time between one year before Plaintiff's submission of the LWDA Notice (defined
14 below) in advance of Plaintiff's filing of this complaint (in addition to all days the period was
15 stayed or tolled) until judgment. Plaintiff's pro-rata share of civil penalties sought in this action
16 does not exceed \$75,000.

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

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

1 Plaintiff Kayla Vitela (“Plaintiff”), a proxy for the State of California as an aggrieved
2 employee, alleges, on behalf the State of California and all aggrieved employees, as follows:

3 JURISDICTION AND VENUE

4 1. This is a law enforcement action under the Labor Code Private Attorneys
5 General Act of 2004, California Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil
6 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
7 current and former employees who worked for Sizzling Platter, LLC, Sizzling Wings, LLC dba
8 Wingstop, SPLAT HoldCo, LLC, and DOES 1 through 10, inclusive (collectively
9 “Defendants”) in California as non-exempt, hourly-paid employees, and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint (“Aggrieved Employees”),
13 at any time between one year before Plaintiff’s submission of the LWDA Notice (defined
14 below) in advance of Plaintiff’s filing of this complaint (in addition to all days the period was
15 stayed or tolled) until judgment. Plaintiff’s pro-rata share of civil penalties sought in this action
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25 real party in interest, is not a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v.*
26 *Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013) (holding when the real party in
27 interest is a state, it cannot be a “citizen” for purposes of diversity jurisdiction). *Urbino* also
28 holds that civil penalties cannot be aggregated to satisfy the amount in controversy requirement

1 for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be
2 established when Plaintiff's share of the civil penalties attributable to violations personally
3 suffered are less than \$75,000. *Id.* at 1122.

4 4. Venue is proper in this Court because Defendants employ Aggrieved
5 Employees in this county and Labor Code violations occurred throughout California,
6 including in this county. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda*
7 *County*, 60 Cal.App.5th 1069, 1075 (2021) ("Venue is proper in any county in which an
8 aggrieved employee worked and Labor Code violations allegedly occurred.")

9 5. PAGA authorizes aggrieved employees to sue as private attorneys general their
10 current or former employers for civil penalties for violations of various provisions in the
11 California Labor Code.

12 6. The State of California is the real party in interest under PAGA.

13 THE PARTIES

14 7. Plaintiff is a resident of California. Defendants employed Plaintiff from
15 approximately March 6, 2021, to approximately July 1, 2021, as a non-exempt hourly-paid
16 cashier, whose job duties included, but were not limited to, order taking, food preparation,
17 cooking, and cleaning at Defendants' location in Hemet, California. Plaintiff typically worked
18 eight to twelve hours or more per workday, five to seven days per week, and up to forty or more
19 hours per week.

20 8. Plaintiff is informed and believes, and thereon alleges, that Defendants are
21 corporations authorized to do, and doing business in California, and at all times hereinafter
22 mentioned, an employer whose employees are engaged throughout this county and the State of
23 California.

24 9. Plaintiff is informed and believes, and thereon alleges, that Defendants numerous
25 restaurants throughout North America. According to Defendants' website, they represent eight
26 food brands across seventeen U.S. states and two countries. (*See Sizzling Platter, LLC*,
27 <https://sizzlingplatter.com/our-story> (last visited April 7, 2022).)

28 10. Plaintiff is unaware of the true names or capacities of the Defendants sued herein

1 under the fictitious names DOES 1 through 10 and will seek leave of this Court to amend the
2 complaint and serve such fictitiously named defendants once their names and capacities become
3 known. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 are the
4 partners, agents, owners, shareholders, managers, or employees of the other named Defendants,
5 and that each and all of the acts and omissions alleged herein were performed by, or are
6 attributable to, Defendants each acting as the agent, employee, alter ego, joint employer, and/or
7 joint venturer of, or working in concert with, each of the other co-defendants and were acting
8 within the course and scope of such agency, employment, joint venture, or concerted activity
9 with legal authority to act on the others' behalf. The acts of any and all Defendants were in
10 accordance with, and represent, the official policy of Defendants.

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

15 12. Plaintiff is informed and believes, and thereon alleges, that each Defendant is in
16 some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
17 occurrences, and transactions alleged herein.

18 **PAGA REPRESENTATIVE ALLEGATIONS**

19 13. Plaintiff is informed and believes that Defendants maintain a centralized Human
20 Resources department for all non-exempt, hourly-paid employees working for Defendants in
21 California, including Plaintiff and Aggrieved Employees. At all relevant times, Defendants
22 issued and maintained uniform, standardized practices and procedures for all non-exempt,
23 hourly-paid employees in California, including Plaintiff and Aggrieved Employees, regardless
24 of their location or position.

25 14. Upon information and belief, Defendants process payroll for all non-exempt,
26 hourly-paid employees working for Defendants in California, including Plaintiff and Aggrieved
27 Employees. Further, Defendants issue the same uniform and formatted wage statements to all
28 non-exempt, hourly-paid employees in California, irrespective of their work location, position,

1 or manner in which each employee's employment ended. Defendants' payroll department
2 processed payroll for non-exempt, hourly-paid employees in the same manner throughout
3 California. In other words, Defendants utilized the same methods and formulas when calculating
4 wages and any other remunerations due to Plaintiff and Aggrieved Employees in California.

5 15. Defendants continue to employ non-exempt, hourly-paid employees in
6 California.

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

11 17. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and
12 Aggrieved Employees were not fully compensated because, among other reasons, all hours
13 worked may not have been recorded and because Defendants did not always pay for all hours
14 worked.

15 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and Aggrieved Employees were entitled to receive certain
17 wages for overtime compensation and that they were not receiving overtime wages at the correct
18 overtime rate and/or for work that was required to be performed.

19 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and Aggrieved Employees were entitled to receive at least
21 minimum wages for all hours worked. In violation of the California Labor Code, Plaintiff and
22 Aggrieved Employees were not paid at least minimum wages for all work performed.

23 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and Aggrieved Employees were entitled to meal periods in
25 accordance with the Labor Code; that Plaintiff and Aggrieved Employees were entitled to
26 payment of one additional hour of pay at their regular rates of compensation when they were not
27 provided with timely, uninterrupted, thirty-minute meal periods; and that Plaintiff and
28 Aggrieved Employees were not provided with all meal periods nor payment of one additional

1 hour of pay at their regular rates of compensation when they did not receive a timely,
2 uninterrupted, thirty-minute meal period.

3 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and Aggrieved Employees were entitled to rest periods in
5 accordance with the Labor Code and applicable IWC Wage Order, that Defendants knew or
6 should have known that Plaintiff and Aggrieved Employees were entitled to payment of one
7 additional hour of pay at their regular rates of compensation when they were not provided with a
8 compliant rest period, and that Plaintiff and Aggrieved Employees were not provided compliant
9 rest periods nor payment of one additional hour of pay at their regular rates of compensation
10 when they were not provided a compliant rest period.

11 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and Aggrieved Employees were entitled to receive complete
13 and accurate wage statements in accordance with California law. In violation of the California
14 Labor Code, Plaintiff and Aggrieved Employees were not provided complete and accurate wage
15 statements.

16 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that they had a duty to maintain accurate and complete payroll records in
18 accordance with the Labor Code and applicable IWC Wage Order but failed to do so.

19 24. 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 time records in
21 accordance with the Labor Code and applicable IWC Wage Order, but failed to do so.

22 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and Aggrieved Employees were entitled to timely payment of
24 all wages earned upon termination of employment. In violation of the California Labor Code,
25 Plaintiff and Aggrieved Employees did not receive payment of all wages due, including, but not
26 limited to, overtime wages, minimum wages, vacation pay, meal period and rest period premium
27 wages, within permissible time periods. Plaintiff's final pay was provided on a pre-paid debit
28 card and Plaintiff was made to pay a fee to access the wages paid on the card.

1 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that they had a duty to provide Plaintiff and Aggrieved Employees with
3 written notice setting forth the amount of paid sick leave available, or paid time off leave an
4 employer provides in lieu of sick leave, for use on either the employee's itemized wage
5 statement or in a separate writing provided on the designated pay day with the employees'
6 payment of wages, but failed to do so in violation of the California Labor Code. Further,
7 Defendants knew or should have known that they had a duty to provide Plaintiff and Aggrieved
8 Employees with no less than 24 hours of accrued sick leave by the 120th calendar day of
9 employment.

10 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that they had a duty to pay Plaintiff and Aggrieved Employees with a
12 negotiable instrument, but failed to do so in violation of the California Labor Code.

13 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that they had a duty to provide Plaintiff and Aggrieved Employees with
15 written notice of the material terms of their employment with Defendants as required by the
16 California Wage Theft Prevention Act but failed to do so.

17 29. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
19 and Aggrieved Employees for all hours worked, and that Defendants had the financial ability to
20 pay such compensation, but failed to do so, and falsely represented to Plaintiff and Aggrieved
21 Employees that they were properly denied wages, all in order to increase Defendants' profits.

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

28 31. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any

1 person who was employed by the alleged violator and against whom one or more of the alleged
2 violations was committed.”

3 32. Plaintiff and other current and former employees of Defendants are “aggrieved
4 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or
5 former employees and one or more of the alleged violations were committed against them.

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

- 9 (a) The aggrieved employee or representative shall give written notice by
10 online filing with the LWDA and by certified mail to the employer of the
11 specific provisions of the California Labor Code alleged to have been
12 violated, including the facts and theories to support the alleged violation.
- 13 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
14 Section 2699.3(a) and any employer response to that notice shall be
15 accompanied by a filing fee of seventy-five dollars (\$75).
- 16 (c) The LWDA shall notify the employer and the aggrieved employee or
17 representative by certified mail that it does not intend to investigate the
18 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
19 postmark date of the aggrieved employee’s notice. Upon receipt of the
20 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
21 calendar days of the postmark date of the aggrieved employee’s notice,
22 the aggrieved employee may commence a civil action pursuant to
23 California Labor Code section 2699 to recover civil penalties.

24 34. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
25 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
26 other than those listed in Section 2699.5 after the following requirements have been met:

- 27 (a) The aggrieved employee or representative shall give (a) written notice by
28 online filing with the LWDA and by certified mail to the employer of the

specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to Section 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).

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

35. On or about February 15, 2022, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, accompanied by the applicable filing fee of seventy-five dollars (\$75). A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated February 15, 2022, is attached as Exhibit 1.

36. As of the filing of this complaint, 65 days have passed since Plaintiff sent the LWDA Notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

37. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 223, 225.5, 226(a), 226.7, 246, 248.5, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198,

1 and 1199, as well as all applicable IWC Wage Orders.

2 38. Defendants, at all times relevant to this complaint, were employers or persons
3 acting on behalf of an employer(s) who violated Plaintiff's and Aggrieved Employees' rights by
4 violating various sections of the California Labor Code as set forth herein.

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

8 40. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
9 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public interest as a private attorney
10 general, seeks assessment and collection of civil penalties for herself, all Aggrieved Employees,
11 and the State of California against Defendants, in addition to other remedies, for violations of
12 California Labor Code sections 201, 202, 203, 204, 223, 225.5, 226(a), 226.7, 246, 248.5, 510,
13 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 1199, as well as all applicable IWC
14 Wage Orders.

15 **FIRST CAUSE OF ACTION**

16 **For Civil Penalties Pursuant to California Labor Code sections 2698, *et seq.***

17 **(Against all Defendants)**

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

20 42. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover various
21 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
22 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
23 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198.

24 43. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff,
25 to recover civil penalties for violations of those Labor Code sections not found in section
26 2699.5, including sections 225.5, 226(c), 1182.12, and 1198.5.

27 44. Defendants' conduct, as alleged herein, violates numerous sections of the
28 California Labor Code, including, but not limited to, the following:

- 1 (a) Violations of Labor Code sections 510 and 1198, and the applicable IWC
2 Wage Order for Defendants' failure to compensate Plaintiff and
3 Aggrieved Employees with all required overtime pay, as set forth below;
- 4 (b) Violations of Labor Code sections 223, 1182.12, 1194, 1197, and 1197.1,
5 and the applicable IWC Wage Order for Defendants' failure to
6 compensate Plaintiff and Aggrieved Employees with at least minimum
7 wages for all hours worked, as set forth below;
- 8 (c) Violations of Labor Code sections 226.7, 512(a), and 1198, and the
9 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
10 and Aggrieved Employees with meal periods and/or pay meal period
11 premiums, as set forth below;
- 12 (d) Violations of Labor Code sections 226.7 and 1198, and the applicable
13 IWC Wage Order for Defendants' failure to provide Plaintiff and
14 Aggrieved Employees with rest periods and/or pay rest period premiums,
15 as set forth below;
- 16 (e) Violations of Labor Code sections 226(a) and 1198, and the applicable
17 IWC Wage Order for failure to provide accurate and complete wage
18 statements to Plaintiff and Aggrieved Employees, as set forth below;
- 19 (f) Violations of Labor Code sections 1174(d) and 1198, and the applicable
20 IWC Wage Order for failure to maintain accurate payroll records, as set
21 forth below;
- 22 (g) Violations of Labor Code section 1198 and the applicable IWC Wage
23 Order for failure to maintain accurate time records, as set forth below;
- 24 (h) Violations of Labor Code section 204 for failure to timely pay all wages
25 during employment, as set forth below;
- 26 (i) Violations of Labor Code sections 201, 202, and 203, for failure to timely
27 pay all earned wages upon termination, as set forth below;
- 28 (j) Violations of Labor Code sections 246 and 248.5 for failure to provide

compliant sick leave, as set forth more fully below; and

- (k) Violation of Labor Code section 1198 and section 14 of the applicable IWC Wage Order for failing to provide suitable seating to Plaintiff and Aggrieved Employees, as set forth more fully below.

**FAILURE TO PAY OVERTIME WAGES IN
VIOLATION OF LABOR CODE SECTIONS 510 AND 1198 AND
CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11050 SUBD. 3**

45. 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.”

46. 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.

47. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and Aggrieved Employees working more than eight hours in a day or more than forty hours in a workweek, at the rate of time and one-half for all hours worked in excess of eight hours in a day or more than forty hours in a workweek.

48. The applicable Wage Order further provides that Defendants are and were required to pay Plaintiff and Aggrieved Employees working more than twelve hours in a day, overtime compensation at a rate of two times their regular rate of pay and required to pay Plaintiff and Aggrieved Employees at a rate of two times their regular rate of pay for hours worked in excess of eight hours on the seventh consecutive day of a work in a workweek.

49. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay.

50. California Labor Code section 510 codifies the right to overtime compensation at

1 one and one-half times the regular rate of pay for hours worked in excess of eight hours in a day
2 or forty hours in a week or for the first eight hours worked on the seventh day of work, and to
3 overtime compensation at twice the employee's regular rate of pay for hours worked in excess
4 of twelve hours in a day or in excess of eight hours in a day on the seventh day of work.

5 51. At all relevant times, Defendants failed to pay all overtime wages owed to
6 Plaintiff and Aggrieved Employees. During the relevant time period, Plaintiff and other
7 Aggrieved Employees were not paid overtime premiums for all of the hours they worked in
8 excess of eight hours in a day, in excess of twelve hours in a day, in excess of forty hours in a
9 week, and/or for the seventh consecutive day of work, sometimes because all hours that they
10 worked were not recorded, and other times because they were simply not paid for all hours that
11 were recorded and/or worked. For example, Defendants required Plaintiff and Aggrieved
12 Employees to clock-out for rest periods and did not pay employees for time spent off-the-clock
13 during rest periods. As a result, Plaintiff believes the hours she and other Aggrieved Employees
14 worked may not have been properly recorded and/or paid, and therefore, Plaintiff and other
15 Aggrieved Employees may not have been properly compensated for all hours that were recorded
16 and/or worked.

17 52. Additionally, Plaintiff and Aggrieved Employees have been subject to
18 Defendants' control during pre-shift and post-shift times, as well as during unpaid meal
19 periods resulting in unpaid overtime where they are not getting paid, which, when working
20 overtime eligible shifts results in underpaid overtime compensation. Based on information and
21 belief, not all recorded work hours were paid because of inaccurate timekeeping policies and
22 practices. As a result, Plaintiff believes the hours she and other Aggrieved Employees worked
23 may not have been properly recorded and/or paid, and therefore, Plaintiff and other Aggrieved
24 Employees may not have been properly compensated for all hours that were recorded and/or
25 worked.

26 53. Defendants knew or should have known that, as a result of their policies,
27 practices and/or procedures, Plaintiff and other Aggrieved Employees were at times performing
28 their assigned duties off-the-clock, were subject to control of Defendants, and/or were suffered

1 or permitted to perform work for which they were not paid. Defendants also knew, or should
2 have known, that they did not compensate Plaintiff and other Aggrieved Employees for off-the-
3 clock work or all hours worked. Because Plaintiff and other Aggrieved Employees sometimes
4 worked shifts longer than eight hours a day, more than forty hours a week, and/or seven
5 consecutive days, some of the off-the-clock work qualified for overtime premium pay. At other
6 times, Defendants simply did not pay for all the hours that were recorded. Therefore, Plaintiff
7 and other Aggrieved Employees were not paid overtime wages for all of the overtime hours they
8 actually worked. Defendants' failure to pay Plaintiff and other Aggrieved Employees the
9 balance of overtime compensation, as required by California law, violates the provisions of
10 California Labor Code sections 510 and 1198 and Wage Order No. 5.

11 54. Based on the foregoing, Plaintiff and other Aggrieved Employees are entitled to
12 recover civil penalties, attorneys' fees, costs, and interest for violations of Labor Code sections
13 510 and 1198 and Wage Order No. 5, pursuant to Labor Code sections 558, 1194, and/or
14 2699(a), (f), and (g).

15 **FAILURE TO PAY MINIMUM WAGES IN**
16 **VIOLATION OF LABOR CODE SECTIONS 223, 1182.12, 1194, 1197, 1197.1 AND 1198**
17 **AND CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11050, SUBD. 4**

18 55. At all relevant times, California Labor Code sections 223, 1182.12, 1194, 1197,
19 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
20 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
21 fixed is unlawful. Compensable work time defined in Wage Order No. 5 as "the time during
22 which an employee is subject to the control of an employer and includes all the time the
23 employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs.
24 tit. 8, § 11050(2)(K) (defining "Hours Worked").

25 56. Defendants have not paid for all the time Plaintiff and Aggrieved Employees
26 have worked throughout the day including all time spent working through meal periods and/or
27 any other time in the day when the employees were performing work tasks subject to the
28 control of Defendants. Defendants further failed to pay for all the time Plaintiff and Aggrieved

1 Employees for rest periods during which they were required to clock-out. Plaintiff and other
2 Aggrieved Employees are subjected to Defendants' control pre-shift, post-shift, and
3 throughout the workday, even during unpaid periods of the workday such as unpaid meal
4 periods.

5 57. Defendants also have had a continuous policy of not paying Plaintiff and
6 Aggrieved Employees for all hours worked throughout the day, including, but not limited to,
7 before shifts start, after shifts end, and/or any other time in the day when the employees were
8 performing work tasks, subject to the control of Defendants.

9 58. To the extent that the off-the-clock work and/or recorded hours did not qualify
10 for overtime premium payment, Defendants did not pay at least minimum wages for those hours
11 worked off-the-clock or that were recorded but not paid in violation of Labor Code sections 223,
12 1182.12, 1194, 1197, 1197.1, and 1198 and Wage Order No. 5. Plaintiff and other Aggrieved
13 Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest,
14 pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (g).

15 **FAILURE TO PROVIDE MEAL PERIODS IN**
16 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), AND 1198 AND**
17 **CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11050 SUBD. 11**

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

21 60. 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 of
23 more than five hours per day without providing the employee with a meal period of not less than
24 thirty minutes, except that if the total work period per day of the employee is not more than six
25 hours, the meal period may be waived by mutual consent of both the employer and the
26 employee. Under California law, first meal periods must start after no more than five hours.
27 *Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1041-1042 (2012).

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

1 512(a), and 1198 provide that no employer shall require an employee to work during any meal
2 period mandated by an applicable order of the IWC. The wage order's meal period requirement
3 is satisfied if "the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the
4 premises, and (3) is relieved of all duty for the entire period." *Brinker Rest. Corp.*, 53 Cal. 4th at
5 1036.

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

13 63. Plaintiff is informed and believes, and thereon alleges, that Defendants prevented
14 Plaintiff and other Aggrieved Employees from taking all timely, uninterrupted meal periods,
15 including second meal periods, to which they were entitled. As a result of these policies and/or
16 practices, Plaintiff and other Aggrieved Employees continued to perform their assigned duties
17 without being able to take timely, compliant meal periods. Plaintiff and other Aggrieved
18 Employees had to work through part or all of their meal periods, had their meal periods
19 interrupted, and/or had to wait extended periods of time before taking meal periods. Moreover,
20 Defendants' policies and/or practices of communicating with employees regarding work-related
21 matters as well as directing employees to continue working and/or return to work during meal
22 periods resulted in employees not receiving timely, uninterrupted thirty-minute meal periods.

23 64. Defendants knew or should have known that as a result of these policies and/or
24 practices, Plaintiff and other Aggrieved Employees were prevented from being relieved of all
25 duties and required to perform some of their assigned duties during meal periods and that they
26 did not receive timely meal periods. As a result, Plaintiff and other Aggrieved Employees had to
27 work through all or part of their meal periods, have their meal periods interrupted, and/or wait
28 extended periods of time before taking meal periods.

1 65. Defendants have failed to provide meal periods to Plaintiff and other Aggrieved
2 Employees. As a matter of policy and practice, Defendants have not provided Plaintiff and
3 other Aggrieved Employees with full thirty-minute meal periods for each day worked where
4 they are free from Defendants' required duties and control. Defendants have subjected
5 Plaintiff and other Aggrieved Employees to control and demanding duties throughout their
6 workday, even during times which should constitute uninterrupted duty-free meal periods.
7 Defendants encourage employees to stay working and/or under employer control, as opposed
8 to encouraging the rest and nourishment meal periods are designed to provide.

9 66. Defendants also engaged in a systematic, company-wide policy and/or practice of
10 not properly training Plaintiff and other Aggrieved Employees on their entitlement to meal
11 period premium payments resulting from meal period violations. As such, Plaintiff was unaware
12 of when meal period premiums were owed to her. Accordingly, Plaintiff and other Aggrieved
13 Employees did not receive all meal period premium wages owed when compliant meal periods
14 were not provided. To the extent that Defendants did pay meal period premium wages to
15 Aggrieved Employees, such payments were admissions of their failure to provide meal periods.

16 67. Accordingly, Defendants failed to provide all meal periods and/or pay all meal
17 period premiums in violation of Labor Code sections 226.7, 512, and 1198 and Wage Order No.
18 5. Plaintiff and other Aggrieved Employees are therefore entitled to civil penalties, attorneys'
19 fees, costs, and interest, pursuant to Labor Code sections 226.7, 512, 558, 1198, and 2699(a),
20 (f), and (g).

21 **FAILURE TO PROVIDE REST PERIODS IN**
22 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 1198 AND**
23 **CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11050 SUBD. 12**

24 68. At all relevant times herein set forth, California Labor Code sections 226.7 and
25 1198, and the applicable IWC Wage Order were applicable to Plaintiff and Aggrieved
26 Employees' employment by Defendants.

27 69. At all relevant times, the applicable IWC Wage Order provides that "[e]very
28 employer shall authorize and permit all employees to take rest periods, which insofar as

1 practicable shall be in the middle of each work period” and that the “rest period time shall be
2 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
3 hours or major fraction thereof” unless the total daily work time is less than three and one - half
4 hours.

5 70. At all relevant times, California Labor Code section 226.7 provides that no
6 employer shall require an employee to work during any rest period mandated by an applicable
7 order of the California IWC. To comply with its obligation to provide rest periods under
8 California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must
9 “relinquish any control over how employees spend their break time, and relieve their employees
10 of all duties — including the obligation that an employee remain on call. A rest period, in short,
11 must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270
12 (2016). Pursuant to Labor Code section 226.7(c) and the applicable IWC Wage Order, Plaintiff
13 and Aggrieved Employees are entitled to recover from Defendants one additional hour of pay at
14 their regular rates of compensation for each workday that a required rest period was not
15 provided.

16 71. Upon information and belief, Defendants have engaged in a systematic,
17 company-wide practice and/or policy of requiring employees to clock-out during rest periods
18 and of failing to pay employees for rest periods during which they were clocked-out.

19 72. Plaintiff is further informed and believes that Defendants have also engaged in a
20 systematic, company-wide practice and/or policy of not paying rest period premiums owed
21 when rest periods are not provided. Additionally, Defendants paid rest period premiums at the
22 incorrect rates. Thus, Defendants denied Plaintiff and Aggrieved Employees rest periods and
23 failed to pay them rest period premium wages due, in violation of Labor Code section 226.7 and
24 the applicable IWC Wage Order.

25 73. As with meal periods, Defendants’ policies and/or practices prevented Plaintiff
26 and other Aggrieved Employees from being relieved of all duties and to take compliant rest
27 periods. As a result, Plaintiff and other Aggrieved Employees would frequently work shifts in
28 excess of three and one-half hours, in excess of six hours, and/or in excess of ten hours without

1 receiving all uninterrupted ten-minute rest periods to which they were entitled.

2 74. Defendants have failed to authorize and permit rest periods to Plaintiff and
3 other Aggrieved Employees. As a matter of policy and practice, Defendants have not provided
4 Plaintiff and other Aggrieved Employees with net ten-minute rest periods for each day worked
5 where they are free from Defendants' required duties and control. Defendants have subjected
6 Plaintiff and other Aggrieved Employees to control and demanding duties throughout their
7 workday, even during times which should constitute uninterrupted duty-free rest periods.
8 Defendants encourage employees to stay working and/or under employer control, as opposed
9 to encouraging the rest and nourishment rest periods are designed to provide. Moreover, when
10 Plaintiff and Aggrieved Employees were permitted to take rest periods such rest periods were
11 taken off-the-clock and were unpaid.

12 75. Defendants also engaged in a systematic, company-wide policy and/or practice of
13 not properly training Plaintiff and other Aggrieved Employees on their entitlement to rest period
14 premium payments resulting from rest period violations. As such, Plaintiff was unaware of
15 when rest period premiums were owed to her. Accordingly, Plaintiff and other Aggrieved
16 Employees did not receive all rest period premium wages owed when compliant rest periods
17 were not provided. To the extent that Defendants did pay rest period premium wages to
18 Aggrieved Employees, such payments were admissions of their failure to provide rest periods.

19 76. Accordingly, Defendants failed to provide all rest periods, pay wages for time
20 spent during rest periods, and/or pay all rest period premiums in violation of Labor Code
21 sections 226.7, and 1198 and Wage Order No. 5. Plaintiff and other Aggrieved Employees are
22 therefore entitled to civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code
23 sections 226.7, 1198, and 2699(a), (f), and (g).

24 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS IN**
25 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 226(a) AND 1198**

26 77. Labor Code section 226(a) requires employers to make, keep and furnish true,
27 accurate, and complete employment records. Defendants have not provided Plaintiff and other
28 Aggrieved Employees with properly itemized wage statements. Moreover, an aggrieved

1 employee may seek civil penalties under Labor Code section 2699 for violations of wage
2 statement requirements without the need to establish injury. *Lopez v. Friant & Associates, LLC*,
3 15 Cal.App.5th 773, 788 (2017) (“a plaintiff seeking civil penalties under PAGA for a violation
4 of section 226(a) does not have to satisfy the ‘injury’ and ‘knowing and intentional’
5 requirements of section 226(e)(1).”). Rather, Labor Code section 226.3 provides that any
6 employer who violates Section 226(a) shall be subject to a civil penalty in the amount of \$250
7 per employee per violation in an initial citation and \$1,000 per employee for each violation in a
8 subsequent citation, for which the employer fails to provide the employee a wage statement or
9 fails to keep the required records pursuant to Section 226(a).

10 78. Defendants have provided Plaintiff and other Aggrieved Employees with
11 incomplete and inaccurate wage statements. Specifically, Defendants violated, among others,
12 Sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Defendants did not record all
13 the hours Plaintiff and other Aggrieved Employees worked while off-the-clock, failed to pay
14 wages during rest periods, and did not pay all hours recorded, Defendants did not list the correct
15 amount of gross wages earned by Plaintiff and other Aggrieved Employees in compliance with
16 Section 226(a)(1). Similarly, Defendants failed to list the correct amount of net wages earned by
17 Plaintiff and other Aggrieved Employees in violation of Section 226(a)(5). Defendants have also
18 failed to accurately list the total hours worked by Plaintiff and other Aggrieved Employees for
19 rest periods, work performed while off-the-clock in violation of Section 226(a)(2), and the
20 applicable hourly rates in effect during the pay period and the corresponding number of hours
21 worked in violation of Section 226(a)(9). In addition, the total regular and overtime hours
22 listed in Defendants’ wage statements, when added together, do not sum up to the total hours
23 worked by the employee during the pertinent time period. Likewise, Defendants provide wage
24 statements which do not properly itemize the total hours worked because Defendants itemize
25 the incorrect total number of hours worked. Without additional information regarding the
26 wage statement, an employee cannot simply ‘arrive at the sum of hours worked.’ As such,
27 Defendants’ wage statements do not comply with Labor Code section 226(a)(2). Additionally,
28 because Defendants did not calculate other Aggrieved Employees’ regular rate of pay correctly

1 for purposes of paying overtime and/or premium wages, they did not list the correct amount of
2 gross wages and net wages earned by other Aggrieved Employees in compliance with Sections
3 226(a)(1) and (5). Defendants also failed to correctly list all applicable hourly rates in effect
4 during the pay period, namely, correct overtime rates of pay and correct rates of pay for meal
5 period and rest period premium wages, in violation of Section 226(a)(9). Furthermore, because
6 Defendants failed to pay all meal period and rest period premiums to Plaintiff and other
7 Aggrieved Employees, Defendants did not list the correct amount of gross wages earned by
8 Plaintiff and other Aggrieved Employees in compliance with Section 226(a)(1). For the same
9 reasons, Defendants failed to list the correct amount of net wages earned by Plaintiff and other
10 Aggrieved Employees in violation of Section 226(a)(5).

11 79. Defendants further violated Section 226(a) by failing to furnish a wage statement
12 with final pay as was the case with Plaintiff.

13 80. Plaintiff and other Aggrieved Employees are therefore entitled to recover civil
14 penalties, attorneys' fees, costs, and interest pursuant to Labor Code sections 226(a), 226.3,
15 1198.5, and/or 2699(a), (f), and (g).

16 **FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS IN**
17 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 1174(d) AND 1198 AND**
18 **CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11050 SUBD. 7**

19 81. At all relevant times herein set forth, Labor Code section 1174(d) provides that
20 “[e]very person employing labor in this state shall ... [k]eep a record showing the names and
21 addresses of all employees employed and the ages of all minors” and “[k]eep, at a central
22 location in the state or at the plants or establishments at which employees are employed, payroll
23 records showing the hours worked daily by and the wages paid to, and the number of piece-rate
24 units earned by and any applicable piece rate paid to, employees employed at the respective
25 plants or establishments...” Labor Code section 1174.5 provides that employers are subject to a
26 \$500 civil penalty if they fail to maintain accurate and complete records as required by Section
27 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
28 Defendants wilfully failed to maintain accurate payroll records for Plaintiff and other Aggrieved

1 Employees showing the daily hours they worked and the wages paid as a result of failing to
2 record all hours worked and/or failing to correctly list the gross wages and/or net wages earned
3 by them in violation of Labor Code section 1174(d).

4 82. Labor Code section 1198 provides that the maximum hours of work and the
5 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in
6 the applicable IWC Wage Order(s). Section 1198 further provides that “[t]he employment of
7 any employees for longer hours than those fixed by the order or under conditions of labor
8 prohibited by the order is unlawful.” Pursuant to the applicable Wage Order, employers are
9 required to keep accurate time records showing when the employee begins and ends each work
10 period and meal period. Cal. Code Regs. tit. 8, § 11050, subd. 7. During the relevant time
11 period, Defendants failed, on a company-wide basis, to keep accurate records of shift start and
12 stop times for Plaintiff and other Aggrieved Employees, in violation of Section 1198 and Wage
13 Order No. 5.

14 83. Because Defendants failed to provide, among other things, the accurate number
15 of total hours worked, gross wages earned, net wages earned, the applicable hourly rates in
16 effect during the pay period and the corresponding number of hours worked on wage statements,
17 Plaintiff and other Aggrieved Employees have been prevented from verifying, solely from
18 information on the wage statements themselves, that they were paid correctly and in full and
19 were given confusing and/or incomplete information about their employer. Instead, Plaintiff and
20 other Aggrieved Employees have had to look to sources outside of the wage statements
21 themselves and reconstruct time records to determine whether in fact they were paid correctly
22 and the extent of underpayment, thereby causing them injury.

23 84. Plaintiff and other Aggrieved Employees are therefore entitled to recover civil
24 penalties, attorneys’ fees, costs, and interest pursuant to Labor Code sections 1174.5 and/or
25 2699(a), (f), and (g).

**FAILURE TO MAINTAIN ACCURATE TIME RECORDS IN
VIOLATION OF CALIFORNIA LABOR CODE SECTION 1198 AND CALIFORNIA
CODE OF REGULATIONS TITLE 8, SECTION 11050 SUBD. 7**

85. At all relevant times herein set forth, 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 Orders. 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. Cal. Code Regs. tit. 8, § 11050(7)(A).

86. During the relevant time period, Defendants failed, on a company-wide basis, to keep accurate records of shift start and stop times for Plaintiff and other Aggrieved Employees, in violation of Section 1198 and Wage Order No. 5.

87. Because Defendants failed to provide, among other things, the accurate number of total hours worked, gross wages earned, net wages earned, the applicable hourly rates in effect during the pay period and the corresponding number of hours worked on wage statements, Plaintiff 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 and were given confusing and/or incomplete information about their employer. Instead, Plaintiff 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.

88. Plaintiff and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys’ fees, costs, and interest pursuant to Labor Code sections 1174.5 and/or 2699(a), (f), and (g).

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**FAILURE TO PAY WAGES DURING EMPLOYMENT IN
VIOLATION OF LABOR CODE SECTION 204**

89. At all times relevant herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the first and the fifteenth days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth and the twenty-sixth day of the month during which the labor was performed.

90. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth 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 first and the tenth day of the following month.

91. At all times relevant herein, Labor Code section 204 provides 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, at all times relevant herein, 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 calendar days following the close of the payroll period.

92. At all relevant times herein, Defendants failed to pay Plaintiff and other Aggrieved Employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal period and/or rest period premium wages, within any time period specified by Labor Code section 204.

93. Plaintiff and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

**FAILURE TO PAY WAGES UPON TERMINATION IN
VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 201, 202 AND 203**

94. At all relevant times herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of

1 discharge are due and payable immediately, and that if an employee voluntarily leaves his or her
2 employment, his or her wages shall become due and payable not later than seventy-two hours
3 thereafter, unless the employee has given seventy-two hours previous notice of his or her
4 intention to quit, in which case the employee is entitled to his or her wages at the time of
5 quitting.

6 95. Defendants wilfully failed to pay Plaintiff and other Aggrieved Employees who
7 are no longer employed by Defendants all their earned wages at the time of discharge, or within
8 seventy-two hours of their leaving Defendants' employ in violation of California Labor Code
9 sections 201-203. For example, Plaintiff was untimely paid her final wages after giving notice
10 and resigning her position. Plaintiff gave notice of her resignation more than 72 hours prior to
11 her last day of work, which was July 1, 2021. Despite Plaintiff's advanced notice, Defendants
12 did not issue Plaintiff's final wages until July 6, 2021, and paid such wages through a pre-paid
13 debit card rather than the direct deposit account previously used for Plaintiff wage payments.

14 96. Furthermore, Defendants did not pay Plaintiff and other Aggrieved Employees
15 who are no longer employed by Defendants all their earned wages, at the time of discharge, or
16 within seventy-two hours of their leaving Defendants' employ including, but not limited to,
17 overtime wages, minimum wages, and/or meal period and rest period premium wages.

18 97. Defendants' failure to pay Plaintiff and Aggrieved Employees who are no longer
19 employed by Defendants their wages earned and unpaid at the time of discharge, or within 72
20 hours of their leaving Defendants' employment, violates Labor Code sections 201 and 202.
21 Plaintiff and Aggrieved Employees are therefore entitled to recover civil penalties, attorneys'
22 fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

23 **FAILURE TO PROVIDE PAID SICK LEAVE OR PAID TIME OFF IN VIOLATION**
24 **OF LABOR CODE SECTION 246**

25 98. At all relevant times herein, Labor Code section 246 requires employers to
26 provide employees with paid sick leave to be paid at a specified rate of pay which includes
27 additional earnings during the pay period in which such leave is used. Labor Code section
28 246(b)(1) further provides that employees shall accrue paid sick days at the rate of not less than

1 one hour per every 30 hours worked, beginning at the commencement of employment. Labor
2 Code section 246(b)(4) requires an employer to provide no less than 24 hours or three days of
3 paid sick leave that is available to the employee to use by the completion of the employee's
4 120th calendar day of employment.

5 99. During the relevant time period, Defendants' written Sick Leave Policy stated
6 that "[s]ick leave benefits will be calculated based on the employee's base pay rate at the time of
7 absence and will not include any special forms of compensation, such as incentives or bonuses,"
8 in violation of Labor Code sections 246 and 248.5.

9 100. Additionally, upon information and belief, Defendants' sick leave accrual
10 method places a cap on accrued sick leave at 24 hours per year and Defendants have failed to
11 provide Plaintiff and Aggrieved Employees with "no less than" 24 hours of accrued sick leave
12 or paid time off by the 120th calendar day of employment in violation of Labor Code section
13 246(b)(4).

14 101. Plaintiff and Aggrieved Employees are therefore entitled to recover civil
15 penalties, attorneys' fees, costs, and interest pursuant to Labor Code sections 248.5, 2699(a), (f),
16 and (g).

17 **FAILURE TO PROVIDE SEATING IN**
18 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA**
19 **CODE OF REGULATIONS TITLE 8, SECTION 11050 SUBD. 14**

20 102. California Labor Code section 1198 provides that no employer may employ an
21 employee under conditions of labor that are prohibited by the applicable IWC Wage Order.
22 California Labor Code section 1198 further requires that ". . . the standard conditions of labor
23 fixed by the commission shall be the . . . standard conditions of labor for employees. The
24 employment of any employee . . . under conditions of labor prohibited by the order is
25 unlawful." The suitable seating requirement is a standard condition of labor for employees.
26 *Bright v. 99¢ Only Stores*, 189 Cal. App. 4th 1472 (2010).

27 103. The applicable IWC Wage Order provides that "[a]ll working employees shall
28 be provided with suitable seats when the nature of the work reasonably permits the use of

1 seats. When employees are not engaged in the active duties of their employment and the
2 nature of the work requires standing, an adequate number of suitable seats shall be placed in
3 reasonable proximity to the work area and employees shall be permitted to use such seats
4 when it does not interfere with the performance of their duties.” Cal. Code Regs. tit. 8 §
5 11050, subd. 14.

6 104. Plaintiff and Aggrieved Employees were routinely denied suitable seating
7 within the meaning of the California Labor Code. Although Plaintiff and Aggrieved
8 Employees work at the sales registers and front desks and perform tasks that reasonably
9 permit the use of seats, such as performing register transactions, greeting customers, and
10 taking orders, Defendants refuse to provide seats. On some occasions, Defendants failed to
11 provide suitable seating for workers who could have performed their duties while seated.

12 105. Defendants violated California Labor Code section 1198 and the applicable
13 IWC Wage Order because Plaintiff and Aggrieved Employees were not permitted to sit, even
14 if they were not engaged in active duties. They were not permitted to sit, even when it would
15 not interfere with the performance of their duties, nor were they provided with suitable seats.

16 106. Plaintiff and Aggrieved Employees are therefore entitled to recover civil
17 penalties, attorneys’ fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and
18 (g).

19 **REQUEST FOR JURY TRIAL**

20 Plaintiff requests a trial by jury.

21 **PRAYER FOR RELIEF**

22 Plaintiff, on behalf of the State of California and all Aggrieved Employees, prays for
23 relief and judgment against Defendants, jointly and severally, as follows:

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

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

28 2. That the Court declare, adjudge and decree that Defendants violated the

1 following California Labor Code provisions as to Plaintiff and/or Aggrieved Employees: 510
2 and 1198 (by failing to pay all overtime compensation); 223, 1182.12, 1194, 1197, 1197.1 and
3 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), and 1198
4 (by failing to provide all meal periods and/or meal premiums); 226.7 and 1198 (by failing to
5 provide all rest periods and/or rest premiums); 226(a) and 1198 (by failing to provide accurate
6 wage statements); 1174(d), 1198 and California Code of Regulations, Title 8, section 11050(7)
7 (by failing to maintain accurate and complete payroll records); 1198 and California Code of
8 Regulations, Title 8, section 11050(7) (by failing to maintain accurate and complete time
9 records); 204 (by failing timely to pay all earned wages during employment); 201, 202, and 203
10 (by failing timely to pay all earned wages upon termination); 246 and 248.5 (by failing to
11 provide compliant paid sick leave); and 1198 and California Code of Regulations, Title 8,
12 section 11050(14) (by failing to provide suitable seating).

13 3. For civil penalties pursuant to California Labor Code sections 226.3, 558,
14 1174.5, 1197.1, 2699(a) and/or 2699(f) and (g), for violations of California Labor Code
15 sections 201, 202, 203, 204, 223, 225.5, 226(a), 226.7, 246, 248.5, 510, 512(a), 1174(d),
16 1182.12, 1194, 1197, 1197.1, 1198, and 1199, as well as all applicable IWC Wage Orders;

17 4. For attorneys' fees and costs pursuant to California Labor Code sections 1194(a),
18 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
19 Labor Code sections 201, 202, 203, 223, 225.5, 226(a), 226.7, 246, 248.5, 510, 512(a),
20 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 1199;

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

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

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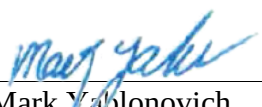
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Dated: April 21, 2022

Respectfully submitted,
Law Offices of Mark Yablonovich

By: 

Mark Yablonovich
Lisa J. Hartlep
Tony Roberts
Attorneys for Plaintiff Kayla Vitela, a proxy for
the State of California as an aggrieved employee
pursuant to the Private Attorneys General Act

Exhibit 1

Kayla Vitela v. Sizzling Platter, LLC et al.

LAW OFFICES OF
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BEVERLY HILLS, CALIFORNIA 90212-2511
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FACSIMILE: (310) 407-5391

February 15, 2022

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/266>)

Subject: *Kayla Vitela v. Sizzling Platter, LLC et al.*

Dear PAGA Administrator:

This law firm represents Kayla Vitela (“Ms. Vitela”) in connection with her claims under the California Labor Code against her former employer Sizzling Platter, LLC which Ms. Vitela is informed and believes also operates under the company name Sizzling Wings, LLC, as well as SPLAT HoldCo, LLC, and manages a portfolio of restaurants, each entity operating out of the same address and all doing business under the same name: “Sizzling Platter.”¹

The employer(s) may be contacted directly:

Sizzling Platter, LLC
348 East Winchester Street
Murray, UT 84107

Sizzling Wings, LLC dba Wingstop
348 East Winchester Street
Murray, UT 84107

SPLAT HoldCo, LLC
348 East Winchester Street
Murray, UT 84107

Ms. Vitela intends to seek civil penalties, attorneys’ fees, costs, and all other available relief for Sizzling Platter’s 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. Vitela seeks relief on behalf of herself, the State of California, and all other persons who are or were employed by Sizzling Platter in California as non-exempt, hourly-paid employees and who received or should have received at least one wage statement during the relevant time period which beings one year prior to the date of this notice and following any tolled statute of

¹ The three entities Sizzling Platter, LLC, Sizzling Wings, LLC, and SPLAT HoldCo, LLC are together referred to as “Sizzling Platter.”

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limitations (“Aggrieved Employees”). Ms. Vitela sends this letter in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

Sizzling Platter employed Ms. Vitela from approximately April 1, 2021 to approximately July 1, 2021. During that time, Ms. Vitela worked as a cashier, as well as in food preparation, cooking, and cleaning for Sizzling Platter. Ms. Vitela ultimately left her position after providing notice to Sizzling Platter. Sizzling Platter then failed to timely provide Ms. Vitela with her final pay in violation of California law. When Sizzling Platter finally did manage to provide Ms. Vitela with her last paycheck, Sizzling Platter provided this payment on a card that required Ms. Vitela to pay money in order for her to gain access to the funds associated with the card. Sizzling Platter also failed to provide compliant wage statement information to Ms. Vitela for this final payment, as well as for all other payments that she received while she worked for the company.

Upon information and belief, Sizzling Platter typically fails to provide workers with proper wage statements in violation of California law. Sizzling Platter also typically fails to timely provide workers with timely and complete payments for their last paycheck in violation of California law. Sizzling Platter also requires its employees to perform off-the-clock work, as well as to respond to work-related matters during unpaid meal periods as well as during rest periods, without compensation. Sizzling Platter also utilizes inadequate timekeeping machines that do not function properly when employees clock in and out of work. As a result, employees are not properly compensated for all of their time worked.

Upon information and belief, Sizzling Platter typically requires workers to perform off-the-clock work without receiving compensation, as well as to forfeit uninterrupted meal and rest periods due to Sizzling Platter’s understaffing at the company restaurants/stores.

Sizzling Platter committed one or more of the following Labor Code violations against Ms. Vitela and/or the Aggrieved Employees, the facts and theories of which follow, making Ms. Vitela an “aggrieved employee” pursuant to California Labor Code section 2699(c):²

Sizzling Platter’s Company-Wide and Uniform Payroll and Human Resources Practices

Upon information and belief, Sizzling Platter is a Delaware corporation that operates multiple franchises in California. SPLAT HoldCo, LLC is a Nevada corporation operating under the name

² These facts, theories, and claims are based on Ms. Vitela’s experience and counsel’s review of those records currently available relating to Mr. Vitela’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, typically because the aggrieved employee was not aware of the law’s requirements and/or the employer’s obligations, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations. Thus, Ms. Vitela 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.

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Sizzling Wings, LLC, which also is an entity that operates franchises in California. Upon information and belief, each of these entities influence and control California workers, such as Ms. Vitela, at business locations in California under the name of “Sizzling Platter.” At all relevant times, upon information and belief, Sizzling Platter issued and maintained uniform, standardized policies, practices, and procedures for all non-exempt, hourly-paid employees in California, including Ms. Vitela and other Aggrieved Employees, regardless of their location, position, or job duties.

Upon information and belief, Sizzling Platter maintains a centralized payroll department which processes payroll for all non-exempt, hourly-paid employees working for Sizzling Platter in California, including Ms. Vitela and other Aggrieved Employees. Further, Sizzling Platter issues the same uniform and formatted wage statements to all non-exempt, hourly-paid employees in California, irrespective of their location, position, or manner in which each employee’s employment ended. Sizzling Platter’s centralized payroll department processes payroll for all non-exempt, hourly-paid employees in the same manner throughout California. In other words, Sizzling Platter has utilized the same methods and formulas when calculating wages and any other remunerations owed to Ms. Vitela and other Aggrieved Employees in California.

Violations of California Labor Code Sections 510 and 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 3

California Labor Code sections 510 and 1198 and California Code of Regulations Title 8, section 11050 (“Wage Order No. 5”), require employers to pay employees working more than eight hours in a day, more than forty hours in a workweek, or for the first eight hours on the seventh consecutive day of work at the rate of time-and-one-half times the regular rate of pay for all hours worked in excess of eight hours in a day, in excess of forty hours in a workweek, and during the first eight hours on the seventh consecutive day of work. Wage Order No. 5 further provides that employers are required to pay employees working more than twelve hours in a day or in excess of eight hours on the seventh consecutive day overtime compensation at a rate of two 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 non-discretionary bonuses and incentive pay.

Sizzling Platter failed to pay all overtime wages owed to Ms. Vitela and other Aggrieved Employees. During the relevant time period, Ms. Vitela and other Aggrieved Employees were not paid overtime premiums for all of the hours they worked in excess of eight hours (or twelve hours) in a day, in excess of forty hours in a week, and/or for the seventh consecutive day of work (or in excess of eight hours on the seventh consecutive day of work), sometimes because all hours that they worked were not recorded, and other times because they were simply not paid for all hours that were recorded and/or worked. Ms. Vitela and Aggrieved Employees have been subject to Sizzling Platter’s control during pre-shift and post-shift times, as well as during unpaid meal periods resulting in unpaid overtime where they are not getting paid, which, when working overtime-eligible shifts, results in underpaid overtime compensation. Based on information and

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belief, not all recorded work hours were paid because of inaccurate timekeeping policies and practices. As a result, Ms. Vitela believes the hours she and other Aggrieved Employees worked may not have been properly recorded and/or paid, and therefore, Ms. Vitela and other Aggrieved Employees may not have been properly compensated for all hours that were recorded and/or worked.

On information and belief, Sizzling Platter has a company-wide policy and/or practice of staffing its stores based upon labor budgets set by the corporate office and/or upper management. The labor budgets included maximum number of labor hours to be used based on revenue generated by the store. Sizzling Platter's use of labor budgets resulted in chronic understaffing, such that there were too few employees on duty to handle the workload and provide uninterrupted meal periods. As a result of Sizzling Platter's systemic utilization of labor budgets and preference for profitability over compliance with labor laws, Ms. Vitela and other Aggrieved Employees were not provided adequate meal period coverage to allow them to be relieved of their duties for compliant meal periods and/or were required to perform pre-shift and/or post-shift work while off-the-clock. Thus, Ms. Vitela and other Aggrieved Employees would have to continue with their duties after clocking out for meal periods and after the end of their shifts. This would result in Ms. Vitela and other Aggrieved Employees working while off-the-clock during and/or after their scheduled shifts for up to twenty minutes or longer, on a regular basis.

Additionally, Sizzling Platter has a company-wide policy and/or practice of directing employees to continue working and/or return to work during the employees' meal periods and when those employees are otherwise clocked out. As a result of this policy and/or practice, Ms. Vitela and other Aggrieved Employees performed work while off-the-clock. Sizzling Platter would not always permit Ms. Vitela and other Aggrieved Employees to adjust their punch-in or punch-out times so that they could account for and be compensated for this off-the-clock work. Also, the machines used to punch-in and punch-out did not always operate properly, which would result in employees working without compensation.

Sizzling Platter knew or should have known that, as a result of its policies, practices and/or procedures, Ms. Vitela and other Aggrieved Employees were at times performing their assigned duties off-the-clock (and/or were unrecorded), were subject to control of Sizzling Platter, and/or were suffered or permitted to perform work for which they were not paid. Sizzling Platter also knew, or should have known, that it did not compensate Ms. Vitela and other Aggrieved Employees for off-the-clock work, or all hours worked. Because Ms. Vitela and other Aggrieved Employees sometimes worked shifts longer than eight hours a day, more than forty hours a week, and/or seven consecutive days, some of the off-the-clock work qualified for overtime premium pay. At other times, Sizzling Platter simply did not pay for all the hours that were recorded. Therefore, Ms. Vitela and other Aggrieved Employees were not paid overtime wages for all of the overtime hours they actually worked. Sizzling Platter's failure to pay Ms. Vitela 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 and Wage Order No. 5.

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Sizzling Platter has had a company-wide policy and/or practice of failing to pay Ms. Vitela and other Aggrieved Employees for all hours they have worked. For example, the hours Ms. Vitela and other Aggrieved Employees have recorded have been altered, changed, and/or edited by Sizzling Platter, and Sizzling Platter has subsequently paid Ms. Vitela and the other Aggrieved Employees for less time (or a different amount of time) than they have recorded and/or worked.

Additionally, “[a]uthorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages.” Cal. Code Regs. tit. 8, § 11050, subd. 12. On information and belief, Sizzling Platter has engaged in a systematic, company-wide policy and/or practice that has forced Ms. Vitela and the Aggrieved Employees to clock out for rest periods and/or Sizzling Platter has clocked Ms. Vitela and the Aggrieved Employees out for rest periods. When Ms. Vitela and other Aggrieved Employees have been clocked-out for rest periods, Sizzling Platter has failed to pay them during their rest periods and/or deducted their rest period time, which should be paid, from their wages.

Furthermore, based upon information and belief, Sizzling Platter’s regular rate of pay for calculating overtime wages did not include all required remunerations, including non-discretionary bonuses and incentive pay, or the correct calculation. Therefore, during times when some Aggrieved Employees worked overtime and received non-discretionary bonuses and/or incentive pay, Sizzling Platter failed to pay all overtime wages by paying a lower overtime rate than required by California law.

Based on the foregoing, Ms. Vitela and other Aggrieved Employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest for violations of Labor Code sections 510 and 1198 and Wage Order No. 5, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 223, 1182.12, 1194, 1197, 1197.1, 1198, and 1199 and California Code of Regulations Title 8, Section 11050 Subdivision 4

Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, 1198, and 1199 and Wage Order No. 5 require employers to pay employees the minimum wage fixed by the Industrial Welfare Commission (“IWC”). The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined by Wage Order No. 5 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, subd. 2(K) (defining “Hours Worked”).

As set forth above, on information and belief, Sizzling Platter’s policy and/or practice of staffing its locations based on labor budgets set by the corporate office resulted in chronic understaffing, causing a lack of meal period coverage and leading employees to perform off-the-clock work pre-shift, post-shift and/or during their meal periods. Moreover, Sizzling Platter’s policy or practice of communicating with employees regarding work-related matters as well as directing employees to continue working and/or return to work during meal periods and when those

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employees are otherwise clocked out resulted in employees performing unpaid work. Sizzling Platter did not pay minimum wages for these off-the-clock hours that Ms. Vitela and other Aggrieved Employees worked, including but not limited to before and after shifts as well as during meal periods.

Sizzling Platter has not paid for all the time Ms. Vitela and Aggrieved Employees have worked throughout the day including all time in the workday when the employees were performing work tasks subject to the control of Sizzling Platter. Ms. Vitela and other Aggrieved Employees are subjected to Sizzling Platter's control pre-shift, post-shift, and throughout the workday. For example, Sizzling Platter's closing shift policies and/or practices of requiring its employees wait off-the-clock for the manager or supervisor to eventually release them from the premises as well as requiring its employees clock out at the end of the scheduled shift regardless of whether they were still working resulted in off-the-clock time in which Ms. Vitela and other Aggrieved Employees remained subject to the control of Sizzling Platter.

To the extent that the off-the-clock work and/or recorded hours did not qualify for overtime premium payment, Sizzling Platter did not pay at least minimum wages for those hours worked off-the-clock or that were recorded but not paid in violation of Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, 1198, and 1199 and Wage Order No. 5. Ms. Vitela and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 225.5,³ 1194, 1197.1 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 226.7, 512(a), and 1198 and California Code of Regulations Title 8, Section 11050 Subdivisions 11 and 12

Labor Code sections 226.7, 512(a) and 1198 and Wage Order No. 5 require employers to provide meal periods and rest periods and to pay employees one additional hour of pay at the employee's regular rate of compensation for each workday that a meal period or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and Wage Order No. 5, an employer may not require, cause or permit an employee to work for a period of more than five hours per day without providing the employee with an uninterrupted duty-free and control-free meal period of not less than thirty minutes, except that if the total work period per day of the employee is not more than six 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 later than the end of the employee's fifth hour of work. *See Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1041-1042 (2012); *see also* Cal. Code Regs. tit. 8, § 11050, subd. 11. Labor Code sections 226.7 and 512(a) and the applicable Wage Order also require employers to provide a second meal period of not less than

³ Labor Code section 2699.3(c) permits aggrieved employees such as Ms. Vitela to recover civil penalties for violations of those Labor Code sections not found in Section 2699.5, including Section 225.5.

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thirty minutes if an employee works over ten hours in a day, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period taken.

Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable IWC Wage Order. Wage Order No. 5 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 (3½) hours. Cal. Code Regs. tit. 8, § 11050, subd. 12. To comply with its obligation to provide rest periods under Labor Code section 226.7 and Wage Order No. 5, 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).

Furthermore, “[a]uthorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages.” Cal. Code Regs. tit. 8, § 11050, subd. 12. On information and belief, Sizzling Platter has engaged in a systematic, company-wide policy and/or practice that has forced Ms. Vitela and the Aggrieved Employees to clock out for rest periods and/or Sizzling Platter has clocked Ms. Vitela and the Aggrieved Employees out for rest periods. When Ms. Vitela and other Aggrieved Employees have been clocked-out for rest periods, Sizzling Platter has failed to pay them during their rest periods and/or deducted their rest period time, which should be paid, from their wages. When Ms. Vitela and other Aggrieved Employees have not been clocked-out for rest periods, it is because Sizzling Platter has not provided them with rest periods.

On information and belief, Sizzling Platter has a company-wide policy or practice of understaffing its facilities which resulted in a lack of break coverage and prevented Ms. Vitela and other Aggrieved Employees from taking all timely, uninterrupted meal periods, including second meal periods, to which they were entitled. As a result of these policies and/or practices, Ms. Vitela and other Aggrieved Employees continued to perform their assigned duties without being able to take timely, compliant meal periods. Ms. Vitela and other Aggrieved Employees had to work through part or all of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. Moreover, Sizzling Platter’s policies and/or practices of communicating with employees regarding work-related matters as well as directing employees to continue working and/or return to work during meal periods resulted in employees not receiving timely, uninterrupted thirty-minute meal periods.

Sizzling Platter has failed to provide meal periods and authorize and permit rest periods to Ms. Vitela and other Aggrieved Employees. As a matter of policy and practice, Sizzling Platter has not provided Ms. Vitela and other Aggrieved Employees with full 30-minute meal periods and

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net 10-minute rest periods for each day worked where they are free from Sizzling Platter's required duties and control. Sizzling Platter's companywide policy has been that due to the nature of Ms. Vitela's and the Aggrieved Employees' job duties meal periods and rest periods must be taken on duty and paid at the hourly rate. Sizzling Platter has subjected Ms. Vitela and other Aggrieved Employees to control and demanding duties throughout their workday, even during times which should constitute uninterrupted duty-free rest periods and meal periods.

Sizzling Platter knew or should have known that as a result of companywide policies and/or practices, Ms. Vitela and other Aggrieved Employees were prevented from being relieved of all duties and employer control and required to perform some of their assigned duties during meal periods and rest periods and that they did not receive timely meal periods and rest periods. As a result, Ms. Vitela and other Aggrieved Employees have had to work through all or part of their meal periods and rest periods, have their meal periods and rest periods interrupted, and/or have wait extended periods of time before taking meal periods and rest periods.

Sizzling Platter has also engaged in a systematic, company-wide policy and/or practice of not properly training Ms. Vitela and other Aggrieved Employees on their entitlement to meal period and rest period premium payments resulting from meal period and rest period violations. As such, Ms. Vitela and other Aggrieved Employees have been unaware of when meal period and/or rest period premiums were owed to them. Based on information and belief, Ms. Vitela and other Aggrieved Employees did not receive all meal period and/or rest period premium wages owed when compliant meal periods and rest periods have not been provided. To the extent that Sizzling Platter did pay meal period and/or rest period premium wages to Ms. Vitela and other Aggrieved Employees, such payments were admissions of its failure to provide meal periods and rest periods.⁴

Accordingly, Sizzling Platter failed to provide all meal periods and rest periods and/or pay all meal period and rest period premiums in violation of Labor Code sections 226.7, 512, and 1198 and Wage Order No. 5. Ms. Vitela and other Aggrieved Employees are therefore entitled to penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 226.7, 558, and/or 2699(a), (f), and (g).

Violations of California Labor Code Section 226(a)

Labor Code section 226(a) requires employers to keep and furnish accurate and complete employment records. Sizzling Platter has not provided Ms. Vitela and other Aggrieved Employees with properly itemized wage statements. Moreover, an aggrieved employee may seek civil penalties under Labor Code section 2699 for violations of wage statement requirements

⁴ Furthermore, based upon information and belief, to the extent employees should or were paid bonuses or incentives, those payments have not been included in Sizzling Platter's regular rate of compensation for calculating meal period and/or rest period premiums and has resulted in an underpayment of meal period and/or rest period premium wages.

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without the need to establish injury. *Lopez v. Friant & Associates, LLC*, 15 Cal.App.5th 773, 788 (2017) (“[A] plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the ‘injury’ and ‘knowing and intentional’ requirements of section 226(e)(1).”). Rather, 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).

Sizzling Platter has provided Ms. Vitela and other Aggrieved Employees with incomplete and inaccurate wage statements. Specifically, Sizzling Platter has violated, among others, Sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9). Because Sizzling Platter has not recorded all the hours Ms. Vitela and other Aggrieved Employees worked and/or paid all hours recorded, Sizzling Platter has not listed the correct amount of gross wages and net wages earned by Ms. Vitela and other Aggrieved Employees in compliance with Sections 226(a)(1) and (5), respectively. Similarly, Sizzling Platter has not listed the correct amount of net wages earned by Ms. Vitela and other Aggrieved Employees in violation of Section 226(a)(5). Sizzling Platter also failed to accurately list the total hours worked by Ms. Vitela and other Aggrieved Employees for work performed while off-the-clock in violation of Section 226(a)(2) and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked in violation of Section 226(a)(9).

In addition, the total regular, overtime, and other hours worked listed in Sizzling Platter’s wage statements, when added together, do not add up to the total hours worked by the employee during the pertinent time period. Likewise, Sizzling Platter provides wage statements which do not properly itemize the total hours worked because Sizzling Platter itemizes the incorrect number of hours work or an undecipherable number of hours worked or both or does not even itemize total hours worked. Without additional information regarding the wage statement and undecipherable codes, an employee cannot simply ‘arrive at the sum of hours worked.’ Thus, Sizzling Platter’s wage statement do not comply with Labor Code section 226(a)(2).

Sizzling Platter has knowingly and intentionally failed to properly itemize the regular, overtime rates in effect during each pay period and the corresponding number of hours worked, making it impossible to determine the correct pay rate promptly and easily with the corresponding hours and pay. Ms. Vitela’s and the Aggrieved Employees’ wage statements incorrectly show the regular rate, overtime rate and other rates of pay and incorrectly show regular rate, overtime rate, at a different number of hours than worked by the employee during the pay period. Thus, if the employee were to add together the hours listed in the line items for regular, overtime, and shift differential, the total is incorrect because it is different than the total number of hours actually worked by the employee during the pay period. As such, Sizzling Platter’s wage statements do not comply with Labor Code section 226(a)(9) which requires an itemized statement to show “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” The coding on Sizzling Platter’s wage statements

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cannot be said to clearly engage the employee's use of simple math to understand the rates of pay and total hours worked itemized on the wage statements. Sizzling Platter's wage statements have confused and misled Ms. Vitela and the Aggrieved Employees as to what the rates of pay and total hours worked are, a confusion that is compounded by the fact that Sizzling Platter does not correctly itemize the total hours worked on the wage statements (and if Sizzling Platter does provide a "total hours worked" category, the number is incorrect).

Furthermore, because Sizzling Platter has failed to pay all meal period and rest period premiums to Ms. Vitela and other Aggrieved Employees, as well as for all their recorded hours worked, Sizzling Platter has not listed the correct amount of gross wages and net wages earned by Ms. Vitela and other Aggrieved Employees in violation of Sections 226(a)(1) and (5).

Because Sizzling Platter has failed to provide, among other things, the accurate number of total hours worked, gross wages earned, net wages earned, and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked on wage statements, Ms. Vitela 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, and were given confusing and/or incomplete information about their employer. Instead, Ms. Vitela 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.

Ms. Vitela and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest for violations of Labor Code section 226(a) pursuant to Labor Code sections 226.3 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 1174(d) and 1198, and California Code of Regulations Title 8, Section 11050 Subdivision 7

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 Sizzling Platter has willfully failed to maintain accurate payroll records for Ms. Vitela and other Aggrieved Employees showing the daily hours they have worked and the wages paid as a result of failing to record all hours worked and/or failing to correctly list the gross wages and/or net wages earned by them in violation of Labor Code section 1174(d).

Labor Code section 1198 provides that the maximum hours of work and the standard conditions

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of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. 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 Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period, as well as total daily hours. Cal. Code Regs. tit. 8, § 11050, subd. 7. During the relevant time period, Sizzling Platter failed, on a company-wide basis, to keep accurate records of shift and meal period start and stop times and total daily hours for Ms. Vitela and other Aggrieved Employees, in violation of Labor Code sections 1174(d) and 1198, as well as Wage Order No. 5.

Due to Sizzling Platter’s failure to maintain accurate payroll and time records, Ms. Vitela and other Aggrieved Employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest pursuant to Labor Code sections 1174.5 and/or 2699(a), (f), and (g).

Violations of California Labor Code Section 204

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. 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, 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 calendar days following the close of the payroll period.

During the relevant time period, Sizzling Platter did not pay Ms. Vitela and other Aggrieved Employees all wages due to them, including, but not limited to, overtime wages, minimum wages, sick pay, and/or meal period and rest period premium wages, within the time periods specified by Labor Code section 204.

Ms. Vitela and other Aggrieved Employees are entitled to recover penalties, attorneys’ fees, costs, and interest, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 201, 202, and 203

Labor Code sections 201-202⁵ provide that if an employer discharges an employee, the wages

⁵ Ms. Vitela also asserts Section 203, which is enumerated in Section 2699.5, to the extent applicable.

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earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves their employment, their wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours previous notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

Sizzling Platter has not paid Ms. Vitela and other Aggrieved Employees who are no longer employed by Sizzling Platter all their earned wages at the time of discharge, or within seventy-two hours of their leaving Sizzling Platter's employment, including, but not limited to, overtime wages, minimum wages, unpaid sick pay wages, and/or meal period and rest period premium wages in violation of Labor Code sections 201-202.

As a result of Sizzling Platter's violations of Labor Code sections 201-203, Ms. Vitela and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 203 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 246 and 248.5

Under Labor Code section 246, employers in California must provide employees with paid sick leave to be paid at a specified rate of pay which must factor in additional earnings during the pay period in which such leave is used. Upon information and belief, Sizzling Platter has failed to provide Ms. Vitela and other Aggrieved Employees with the appropriate rate of pay when paying sick pay, as required under Labor Code section 246. Sizzling Platter has subjected Ms. Vitela and other Aggrieved Employees to Sizzling Platter's violations of Labor Code section 246. For example, according to Sizzling Platter's companywide practices and explicit written California Sick Leave Policy, "[s]ick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives or bonuses."

Under Labor Code section 246(b)(1), employees shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment (subject to the use and accrual limitations set forth in Section 246). Also, under Labor Code section 246(b)(3), an employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has *no less than 24 hours* of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. Furthermore, under Labor Code section 246(b)(4), an employer may satisfy the accrual requirements of Section 246 by providing not less than 24 hours or three days of paid sick leave that is available to the employee to use by the completion of the employee's 120th calendar day of employment. Despite this, and in violation of Labor Code 246, Sizzling Platter's accrual method only provides employees sick time at a rate of one (1) hour for every thirty (30) hours worked, *up to a maximum* of three paid sick leave days (24 hours) per year. However, Sizzling Platter has not provided Ms. Vitela and the Aggrieved Employees with *no less than 24 hours* accrued sick leave or paid time off by the

Re: *Kayla Vitela v. Sizzling Platter, LLC et al.*
February 15, 2022
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120th calendar day of employment.

As a result of Sizzling Platter's violations of Labor Code section 246, Ms. Vitela and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

Violations of California Labor Code Sections 2800 and 2802 and California Code of Regulations Title 8, Section 11050 Subdivision 9

Labor Code sections 2800 and 2802 require employers to pay for all necessary expenditures and losses incurred by the employee in the performance of their 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 Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

During the relevant time period, Ms. Vitela and other Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Sizzling Platter. Sizzling Platter frequently did not reimburse Ms. Vitela for expenses that she incurred for Sizzling Platter's benefit.

Sizzling Platter's policy, practice, and/or procedure of passing its operating costs on to Ms. Vitela and other Aggrieved Employees violates Labor Code sections 2800 and 2802. Ms. Vitela and other Aggrieved Employees are entitled to recover penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violations of Labor Code Section 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14

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. 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." The suitable seating requirement is a standard condition of labor for employees. *Bright v. 99¢ Only Stores*, 189 Cal. App. 4th 1472 (2010).

Wage Order No. 5 provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats. [] When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties." Cal. Code Regs. tit. 8 § 11050, subd. 14.

Ms. Vitela and other Aggrieved Employees were routinely denied suitable seating within the meaning of the applicable Wage Order. Although some Aggrieved Employees were able to perform

Re: *Kayla Vitela v. Sizzling Platter, LLC et al.*

February 15, 2022

Page 14 of 16

tasks such as cashiering, food preparation, or assisting customers, Sizzling Platter refused to provide seats in violation of Labor Code section 1198 and Wage Order No. 5. On some occasions, Sizzling Platter failed to provide suitable seating for workers who could have performed their duties and even discouraged workers from sitting where customers would purchase items.

Accordingly, Ms. Vitela and other Aggrieved Employees are entitled to recover penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

California Labor Code Section 558(a)

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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages."⁶ 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." Sizzling Platter, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Vitela's and other Aggrieved Employees' rights by violating various sections of the California Labor Code as set forth herein.

Pursuant to Labor Code section 2699(f) and the other Labor Code sections as set forth above, Ms. Vitela seeks recovery of applicable civil penalties. In the alternative to the penalties above, Ms. Vitela seeks penalties pursuant to Labor Code section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Labor Code sections 558(a)(1) and 558(a)(2) should such provision be applicable.

* * *

Accordingly, Ms. Vitela seeks the remedies set forth above 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), and 2699.5, Ms. Vitela, 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 Sizzling Platter for violations of California Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 246, 248.5,

⁶ Ms. Vitela does not seek to recover any unpaid wages that are provided for in Section 558(a). Ms. Vitela only seeks civil penalties allowed by PAGA. *See ZB, NA v. Super. Ct. (Lawson)*, 8 Cal. 5th 175 (2019).

Re: *Kayla Vitela v. Sizzling Platter, LLC et al.*
February 15, 2022
Page 15 of 16

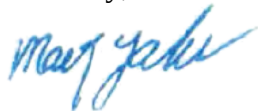
510, 512(a), 558(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800 and 2802 and Wage Order No. 5 as well as section 225.5 which is a “curable violations” pursuant to section 2699.3(c)(2)(A).

Therefore, on behalf of all Aggrieved Employees, Ms. Vitela seeks all applicable penalties and other available relief related to these violations of the California Labor Code pursuant to PAGA.

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

Mark Yablonovich
Brian Pastore
Tony Roberts
LAW OFFICES OF MARK YABLONOVICH
9595 Wilshire Boulevard, Suite 900
Beverly Hills, California 90212
(310) 286-0246
Mark@Yablonovichlaw.com
Brian@Yablonovichlaw.com
Tony@Yablonovichlaw.com

Sincerely,



Mark Yablonovich

Copy to: Sizzling Platter, LLC
348 East Winchester Street
Murray, UT 84107
(Sent via U.S. Certified Mail)

Sizzling Wings, LLC dba Wingstop
348 East Winchester Street
Murray, UT 84107
(Sent via U.S. Certified Mail)
SPLAT HoldCo, LLC
348 East Winchester Street
Murray, UT 84107
(Sent via U.S. Certified Mail)

Re: *Kayla Vitela v. Sizzling Platter, LLC et al.*

February 15, 2022

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CT CORPORATION SYSTEM (C0168406)

330 N. Brand Boulevard, Suite 700

Glendale, CA 91203

*Agent for service of process for Sizzling Platter, LLC., Sizzling Wings, LLC dba
Wingstop*

(Sent via U.S. Certified Mail)

LAW OFFICES OF

MARK YABLONOVICH

9595 WILSHIRE BOULEVARD, SUITE 900
BEVERLY HILLS, CALIFORNIA 90212-2511



7021 1970 0001 0376 5751

CT CORPORATION SYSTEM (C0168406)
330 N. Brand Boulevard, Suite 700
Glendale, CA 91203
*Agent for service of process for Sizzling Platter, LLC., Sizzling Wings, LLC
dba Wingstop*

B49473.20
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☐ Return Receipt (electronic)	\$	
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☐ Adult Signature Required	\$	
☐ Adult Signature Restricted Delivery	\$	
Postage		
\$		
Total Postage and Fees		
\$		
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City, State, ZIP+4®		
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*CT Corporation System
300 N. Brand Boulevard Suite 700
Glendale, CA 91203*



9590 9402 6814 1074 3632 32

2. Article Number (Transfer from service label)

7021 1970 0001 0376 5751

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

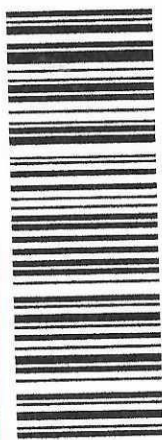
COMPLETE THIS SECTION ON DELIVERY

A. Signature	
☒ Agent	☐ Addressee
B. Received by (Printed Name)	
C. Date of Delivery	
D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	

3. Service Type	
☐ Adult Signature	☐ Priority Mail Express®
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☐ Insured Mail	☒ Certified Mail Restricted Delivery
☐ Insured Mail Restricted Delivery (over \$500)	☐ Signature Confirmation™
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LAW OFFICES OF
MARK YABLONOVICH
9595 WILSHIRE BOULEVARD, SUITE 900
BEVERLY HILLS, CALIFORNIA 90212-2511



7021 1970 0001 0376 5744

SPLAT HoldCo, LLC
348 East Winchester Street
Murray, UT 84107

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For delivery information, visit our website at www.usps.com .	
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☐ Return Receipt (hardcopy)	\$
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☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage \$	
Total Postage and Fees \$	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	
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Exhibit 1

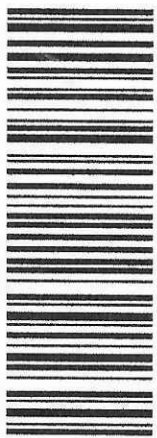
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Page 46

B49473.21
\$7.730
US POSTAGE
FIRST CLASS
062S0012374044
FROM 90212

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1. Article Addressed to: SPLAT HoldCo, LLC 348 East Winchester Street Murray, UT 84107		D. Is delivery address different from item 1? ☐ Yes if YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 7021 1970 0001 0376 5744		3. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery™ ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	
		Signature Confirmation™ Restricted Delivery	
		Domestic Return Receipt	

LAW OFFICES OF
MARK YABLONOVICH
9595 WILSHIRE BOULEVARD, SUITE 900
BEVERLY HILLS, CALIFORNIA 90212-2511



7021 1970 0001 0376 5737

Sizzling Wings, LLC dba Wingstop
348 East Winchester Street
Murray, UT 84107

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☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	

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Sizzling Wings, LLC dba Wingstop
348 East Winchester Street
Murray, UT 84107



9590 9402 6814 1074 3632 56

2. Article Number (Transfer from service label)

7021 1970 0001 0376 5737

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A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Priority Mail Express®
☐ Registered MailTM
☐ Registered Mail Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
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PS Form 3811, July 2020 PSN 7530-02-000-9053

2025 9280 1000 0261 1202

LAW OFFICES OF
MARK YABLONOVICH

9595 WILSHIRE BOULEVARD, SUITE 900
BEVERLY HILLS, CALIFORNIA 90212-2511

7021 1970 0001 0376 5720

Sizzling Platter, LLC
348 East Winchester Street
Murray, UT 84107

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\$7.730
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FROM 90212

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Sizzling Platter, LLC
348 East Winchester Street
Murray, UT 84107



9590 9402 6814 1074 3632 63

2. Article Number (Transfer from service label)

7021 1970 0001 0376 5720

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☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

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☒ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

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☐ Registered Mail Restricted Delivery

☒ Signature Confirmation™

☒ Signature Confirmation Restricted Delivery

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SPLAT HoldCo, LLC
348 East Winchester Street
Murray, UT 84107



9590 9402 6814 1074 3632 49

2. Article Number (Transfer from service label)

7021 1970 0001 0376 5744

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Linda Richmond*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Linda Richmond

C. Date of Delivery

*2/22/22*D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
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- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
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- ☐ Insured Mail Restricted Delivery (over \$500)
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Murray, UT 84107



9590 9402 6814 1074 3632 63

2. Article Number (Transfer from service label)

7021 1970 0001 0376 5720

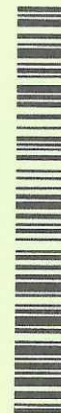
PS Form 3811, July 2020 PSN 7530-02-000-9053

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Sizzling Wings, LLC dba Wingsapp
348 East Winchester Street
Murray, UT 84107



9590 9402 6814 1074 3632 56

2. Article Number (Transfer from service label)

7021 1970 0001 0376 5737

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Linda Richmond*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Linda Richmond

C. Date of Delivery

*2/22/22*D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Linda Richmond*

☐ Agent
☐ Addressee

B. Received by (Printed Name)

Linda Richmond

C. Date of Delivery

*2/22/22*D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
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- ☐ Registered Mail Restricted Delivery
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt