



February 19, 2025

VIA ELECTRONIC MAIL
PAGAfiling@dir.ca.gov

Re: PAGA CLAIM NOTICE
Victoria Lewczyk v. IBH Rome LLC, et al.

To Whom It May Concern:

Please be advised that this law firm represents Victoria Lewczyk (“Ms. Lewczyk” or “Plaintiff”) in claims arising from their employment with IBH Rome LLC, IB Hospitality Inc., Rohan Talwar, and Does 1 through 50 (“Defendants”). Plaintiff is an “aggrieved employee” as defined by Labor Code §§ 2699, *et seq.*, due to Defendants’ violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

Ms. Lewczyk began working for Defendants from July 15, 2023, to March 27, 2024. Plaintiff worked for Defendants as a server in their restaurant located at 8820 Washington Blvd, Suite 301, Culver City, California 90232.

Throughout their employment, Plaintiff and similarly aggrieved employees worked at least 6 hours a day and around 24 hours in a week. However, Plaintiff and similarly aggrieved employees were not paid at their overtime rate for all of their hours worked over 8 hours in a day or 40 hours in a week. In addition, Plaintiff and aggrieved employees regularly worked off-the-clock before and after shifts, including donning and doffing time. Moreover, Defendants’ instructed Plaintiff to clock-out before her overtime rate would begin, despite knowing Plaintiff would help stay and clean prior to leaving work.

Additionally, Plaintiff and aggrieved employees did not receive all proper rest breaks or meal breaks. Specifically, Plaintiff’s meal breaks would be interrupted by other workers to answer questions or assist when the restaurant was busy. Plaintiff never took her rest breaks nor did Defendants ever encourage Plaintiff and aggrieved employees to take rest breaks. As a result, Defendants prevented and denied Plaintiff and aggrieved employees from receiving lawful rest and meal breaks throughout their employment as required by Labor Code §§ 226.7, 512, 558 and 1198.

Defendants also failed to reimburse business expenses. Plaintiff and aggrieved employees were required to purchase multiple floral button-up shirts at approximately \$100 each, without reimbursement. Additionally, Plaintiff and aggrieved employees purchased pens, notebooks, and other necessary work supplies. Defendants also required Plaintiff and aggrieved employees to use their personal cell phones for work purposes without compensation.

As a result of Defendants' failure to pay all hours worked, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs and other similarly aggrieved employees and failed to pay all final wages owed to Plaintiffs and other similarly aggrieved employees upon their separation of employment from Defendants. As a result of these issues, Defendants committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 5 ("Wage Order 5"):

Not All Hours Paid

In violation of Industrial Wage Order 5 and Labor Code §§ 200, 226, 226.7, 500, 510, 1197, 1194, and 1198, Defendants failed to compensate Plaintiffs and other similarly aggrieved employees for all hours worked by not compensating them for work performed, including but not limited to, the hours working overtime and double-time, as described above.

Failure to Pay Overtime Compensation

In violation of Labor Code §§ 510, 558, 1194, 1194.2, 1197, and 1198, Defendants failed to pay Plaintiff and other similarly aggrieved employees overtime wages for hours worked beyond 8 hours in day or 40 hours in a week.

Meal and Rest Period Violations

Defendant required that Plaintiff and other similarly aggrieved employees to work throughout their meal and rest periods, failed to provide Plaintiff and other similarly aggrieved employees who worked 6 hours or more the meal and rest periods as required by law, and failed to pay the full statutory penalty for those missed meal and rest periods. As a result, Plaintiff is entitled to recover additional compensation for all meal and rest periods that were missed, but not paid for, per Labor Code §226.7, 512, 558 and 1198.

Wage Statement Violations

Defendants were obligated to furnish Plaintiffs and similarly aggrieved employees with complete and accurate itemized wage statements that show, among other things, total gross wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5. As a result of Defendants' failure to pay all hours worked, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs and other similarly aggrieved employees in violation of Labor Code § 226. Defendants' failure to comply with their wage

statement obligations was knowing and intentional, and Plaintiffs and similarly aggrieved employees have suffered “actual injuries” as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that separating employees timely receive all of their final wages at the time of termination. Due to their refusal to record the proper amount of time worked as described above, Defendants failed to timely pay similarly aggrieved employees all of their final wages at the time of termination which include, among other things, unpaid hours worked, owing, up to thirty (30) days from the time the wages were due. Defendants continue to fail to pay similarly aggrieved employees all earned wages at the end of employment pursuant to the requirements of Labor Code §§ 201-203. Defendants’ failure to pay all final wages due to similarly aggrieved employees was willful and, consequently, they are entitled to waiting time penalties under Labor Code § 203.

Failure to Reimburse Business Expenses

In violation of Labor Code § 2802, Defendants failed to reimburse Plaintiff and other similarly aggrieved employees for necessary business expenses incurred in the discharge of their duties. Defendants’ policy of not reimbursing these necessary business expenses violated their obligation to indemnify employees for expenses incurred in the discharge of their duties.

As an “aggrieved employee,” Plaintiff will initiate a civil action on behalf of herself and other similarly aggrieved employees to recover damages, statutory penalties, civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Plaintiffs’ own investigation, and on information and belief, Defendants committed the following violations:

- a. Defendants violated Industrial Welfare Commission Order 5 and Labor Code §§ 200, 226, 500, 510, 1194, 1197 and 1198 by failing to pay compensation for all hours worked to Plaintiffs and other similarly aggrieved employees;
- b. Defendants violated Industrial Welfare Commission Order 5 and Labor Code §§ 200, 226, 226.7, 500, 510, 1194, 1197, and 1198 by failing to pay overtime hours to Plaintiff and other similarly aggrieved employees;
- c. Defendant violated the applicable Industrial Welfare Commission Order and Labor Code §§ 226.7 and 512, 516, 558 and 1198 by failing to provide all legally required meal and rest period premiums to Plaintiff;
- d. Defendants violated Labor Code § 226 by failing to provide Plaintiffs and similarly aggrieved employees with accurate and compliant itemized wage statements; and

Victoria Lewszyk v. IBH Rome LLC, et al.

February 19, 2025

- e. Defendants violated Labor Code §§ 201-203 by failing to timely pay all final wages due, including, but not limited unpaid wages due to Plaintiffs and similarly aggrieved employees upon their separation of employment.
- f. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and similarly aggrieved employees for necessary business expenses.

Pursuant to Labor Code § 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,



LOYR, APC

Young W. Ryu, Esq.

Zachariah E. Moura, Esq.

Kee Seok Mah, Esq.

Harley M. Phleger, Esq.

Jack C. Perez, Esq.

cc: *(VIA Certified Mail)*

IBH Rome LLC

8820 Washington Blvd, Suite 301
Culver City, CA 90232

IB Hospitality Inc.

8820 Washington Blvd, Suite 301
Culver City, CA 90232

ROHAN TALWAR

8820 Washington Blvd, Suite 301
Culver City, CA 90232