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FILED
 Superior Court of California
 County of Los Angeles

04/11/2025

David W. Slayton, Executive Officer/Clerk of Court

By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

ABIGAIL PULIDO, individually, and on
 behalf of other members of the general
 public similarly situated, and as an
 aggrieved employee pursuant to the Private
 Attorneys General Act ("PAGA"),

Plaintiff,

vs.

SUSHI NOZAWA, LLC, a Delaware
 limited liability company; JERRY & AJAY
 LLC, a Delaware limited liability company;
 JERRY & LELE LLC, a Delaware limited
 liability company; GRASS FED WAGYU,
 LLC, a Delaware limited liability company;
 KAZUNORI 28TH STREET, LLC, a
 Delaware limited liability company;
 PASTA UOVO LLC, a Delaware limited
 liability company; and DOES 1 through 10,
 inclusive,

Defendants.

Case No.: 25STCV02537

**FIRST AMENDED CLASS ACTION
 COMPLAINT & ENFORCEMENT
 ACTION UNDER THE PRIVATE
 ATTORNEYS GENERAL ACT,
 CALIFORNIA LABOR CODE §§ 2698, ET
 SEQ.**

- (1) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (2) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (3) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (4) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (5) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (6) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (7) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Abigail Pulido, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement 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. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

form a significant basis for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years on behalf of the same proposed class against Defendants asserting the same or similar factual allegations.

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

THE PARTIES

4. Plaintiff Abigail Pulido is a resident of Hawthorne, in Los Angeles County, California. Defendants employed Plaintiff as a non-exempt, hourly paid employee from approximately August 2022 to August 2024. Plaintiff worked as a Host, Head Host, and Server at Defendants' SUGARFISH restaurant location in Santa Monica, California. During her employment, Plaintiff typically worked four (4) to eight (8) or more hours per day and five (5) days per week. Plaintiff's primary job duties included, without limitation, greeting and seating guests, managing reservations, taking food orders, explaining menu items, and delivering food and beverages to customers.

5. SUSHI NOZAWA, LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

6. JERRY & AJAY LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

7. JERRY & LELE LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

1 8. GRASS FED WAGYU, LLC was and is, upon information and belief, a
2 Delaware limited liability company, and at all times hereinafter mentioned, an employer
3 whose employees are engaged throughout this county and the State of California.

4 9. KAZUNORI 28TH STREET, LLC was and is, upon information and belief, a
5 Delaware limited liability company, and at all times hereinafter mentioned, an employer
6 whose employees are engaged throughout this county and the State of California.

7 10. PASTA UOVO LLC was and is, upon information and belief, a Delaware
8 limited liability company, and at all times hereinafter mentioned, an employer whose
9 employees are engaged throughout this county and the State of California.

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

14 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
15 were the partners, agents, owners, or managers of Defendants at all relevant times.

16 13. Plaintiff is informed and believes, and thereon alleges, that each and all of the
17 acts and omissions alleged herein was performed by, or is attributable to, SUSHI NOZAWA,
18 LLC; JERRY & AJAY LLC; JERRY & LELE LLC; GRASS FED WAGYU, LLC;
19 KAZUNORI 28TH STREET, LLC; PASTA UOVO LLC; and/or DOES 1 through 10
20 (collectively, “Defendants” or “SUSHI NOZAWA”), each acting as the agent, employee, alter
21 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
22 was acting within the course and scope of such agency, employment, joint venture, or
23 concerted activity with legal authority to act on the others’ behalf. The acts of any and all
24 Defendants were in accordance with, and represent, the official policy of Defendants.

25 14. At all relevant times, Defendants, and each of them, ratified each and every act
26 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
27 and abetted the acts and omissions of each and all the other Defendants in proximately causing
28 the damages herein alleged.

1 15. Plaintiff is informed and believes, and thereon alleges, that each of said
2 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
3 omissions, occurrences, and transactions alleged herein.

4 16. Under California law, Defendants are jointly and severally liable as employers
5 for the violations alleged herein because they have each exercised sufficient control over the
6 wages, hours, working conditions, and employment status of Plaintiff and class members.
7 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
8 controlled their work schedule and/or conditions of employment, determined their rate of pay,
9 and maintained their employment records. Defendants suffered or permitted Plaintiff and
10 class members to work and/or “engaged” Plaintiff and class members so as to create a
11 common-law employment relationship. As joint employers of Plaintiff and class members,
12 Defendants are jointly and severally liable for the civil penalties and all other relief available
13 to Plaintiff and class members under the law.

14 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
15 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
16 members because Defendants have:

- 17 (a) jointly exercised meaningful control over the work performed by
18 Plaintiff and class members;
- 19 (b) jointly exercised meaningful control over Plaintiff’s and class members’
20 wages, hours, and working conditions, including the quantity, quality
21 standards, speed, scheduling, and operative details of the tasks
22 performed by Plaintiff and class members;
- 23 (c) jointly required that Plaintiff and class members perform work which is
24 an integral part of Defendants’ businesses; and
- 25 (d) jointly exercised control over Plaintiff and class members as a matter of
26 economic reality in that Plaintiff and class members were dependent on
27 Defendants, who shared the power to set the wages of Plaintiff and class
28 members and determined their working conditions, and who jointly

1 reaped the benefits from the underpayment of their wages and
2 noncompliance with other statutory provisions governing their
3 employment.

4 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
5 there has existed a unity of interest and ownership between Defendants such that any
6 individuality and separateness between the entities has ceased.

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

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

- 16 (a) Defendant SUSHI NOZAWA, LLC made final decisions regarding
17 employment matters related to Plaintiff and class members in the same
18 manner and through the same entity, regardless of which entity was
19 acting as Plaintiff's and class members' immediate employer;
- 20 (b) Defendants SUSHI NOZAWA, LLC controlled day-to-day employment
21 decisions of Defendants JERRY & AJAY LLC; JERRY & LELE LLC;
22 GRASS FED WAGYU, LLC; KAZUNORI 28TH STREET, LLC; and
23 PASTA UOVO LLC;
- 24 (c) Defendants shared common officers, directors, and/or managers;
- 25 (d) Defendants utilized the same bank accounts, accounting records, lines of
26 credit, payroll preparation, telephone lines, company websites, office
27 space, facilities, employees and/or other facets of operation; and/or
- 28 (e) Defendants were subject to common ownership and financial control.

21. SUSHI NOZAWA, LLC; JERRY & AJAY LLC; JERRY & LELE LLC; GRASS FED WAGYU, LLC; KAZUNORI 28TH STREET, LLC; PASTA UOVO LLC; and DOES 1 through 10 are therefore alter egos of each other.

22. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name SUSHI NOZAWA.

23. Plaintiff further alleges, upon information and belief, that Defendants SUSHI NOZAWA, LLC; JERRY & AJAY LLC; JERRY & LELE LLC; GRASS FED WAGYU, LLC; KAZUNORI 28TH STREET, LLC; and PASTA UOVO LLC are alter egos of each other for the following reasons:

(a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), SUSHI NOZAWA, LLC; JERRY & AJAY LLC; JERRY & LELE LLC; GRASS FED WAGYU, LLC; KAZUNORI 28TH STREET, LLC; and PASTA UOVO LLC share the same principal address and mailing address of "2501 W. BURBANK BLVD., SUITE 306 BURBANK, CA 91505";

(b) According to Statement of Information forms filed with the California Secretary of State, SUSHI NOZAWA, LLC; JERRY & AJAY LLC; JERRY & LELE LLC; GRASS FED WAGYU, LLC; KAZUNORI 28TH STREET, LLC; and PASTA UOVO LLC share the same managers or members, including, but not limited to:

(i) Jerry Greenberg, who serves as a Manager or Member of SUSHI NOZAWA, LLC and JERRY & LELE LLC;

(ii) JERRY & LELE LLC, who serves as a Manager or Member of PASTA UOVO LLC; and

(iii) SUSHI NOZAWA, LLC, which serves as a Manager or Member of KAZUNORI 28TH STREET, LLC;

(c) On the California Secretary of State's website, SUSHI NOZAWA, LLC;

JERRY & AJAY LLC; JERRY & LELE LLC; GRASS FED WAGYU, LLC; KAZUNORI 28TH STREET, LLC; and PASTA UOVO LLC share the same agent for service of process, NATIONAL REGISTERED AGENTS, INC.; and

(d) On information and belief SUSHI NOZAWA, LLC; JERRY & AJAY LLC; JERRY & LELE LLC; GRASS FED WAGYU, LLC; KAZUNORI 28TH STREET, LLC; and PASTA UOVO LLC utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

24. Defendants own and operate a group of restaurant chains, including SUGARFISH, KazuNori, Nozawa Bar, UOVO, and Matu restaurants, with approximately 25 restaurant locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Burbank, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

25. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

26. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Burbank, California, which processes payroll for all non-exempt, commissions paid and hourly paid employees working for Defendants at their various locations in California, including Plaintiff and class members. Based upon

1 information and belief, Defendants issue the same formatted wage statements to all non-
2 exempt, commissions paid and hourly paid employees in California, irrespective of their work
3 locations. Upon information and belief, Defendants process payroll for departing employees
4 in the same manner throughout the State of California, regardless of the manner in which each
5 employee's employment ends.

6 27. Defendants continue to employ non-exempt or hourly paid employees in
7 California.

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

12 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and class members were entitled to rest periods in
14 accordance with the California Labor Code and applicable IWC Wage Order or payment of
15 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
16 permitted to take a compliant rest period and that Plaintiff and class members were not
17 authorized and permitted to take compliant rest periods or provided with payment of one (1)
18 additional hour of pay at their regular rates of pay when they were not authorized and
19 permitted to take a compliant rest period.

20 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and class members were entitled to receive complete and
22 accurate wage statements in accordance with California law. In violation of the California
23 Labor Code, Plaintiff and class members were not provided complete and accurate wage
24 statements.

25 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that they had a duty to maintain accurate and complete payroll records in
27 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
28 knowingly, and intentionally failed to do so.

1 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to timely payment of all
3 wages earned upon termination of employment. In violation of the California Labor Code,
4 Plaintiff and class members did not receive payment of all wages due, including, but not
5 limited to, rest period premium wages, within permissible time periods.

6 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to timely payment of wages
8 during their employment. In violation of the California Labor Code, Plaintiff and class
9 members did not receive payment of all wages, including, but not limited to, rest period
10 premium wages, within permissible time periods.

11 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that they were prohibited from issuing instruments for the payment of
13 wages that were not payable in cash on demand, without discount and with authorization, but
14 did so, in violation of the California Labor Code.

15 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to the portion of wages
17 previously paid and subsequently unlawfully deducted by Defendants.

18 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to payment of wages as
20 designated by statute. In violation of the California Labor Code, Defendants secretly paid
21 Plaintiff and class members lower wages than required by statute while purporting to pay
22 them proper wages.

23 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
24 mentioned, Defendants knew or should have known that they had a duty to compensate
25 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
26 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
27 falsely represented to Plaintiff and class members that they were properly denied wages, all in
28 order to increase Defendants' profits.

1 **PAGA REPRESENTATIVE ALLEGATIONS**

2 38. At all times herein set forth, PAGA provides that any provision of law under
3 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
4 assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for
5 violations of the California Labor Code and applicable IWC Wage Order may, as an
6 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
7 themselves and other current or former employees pursuant to procedures outlined in
8 California Labor Code section 2699.3.

9 39. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
10 “any person who was employed by the alleged violator and personally suffered each of the
11 violations alleged.”

12 40. Plaintiff and other current and former employees of Defendants are “aggrieved
13 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’
14 current or former employees and each of the alleged violations were committed against them.

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

- 18 (a) The aggrieved employee or representative shall give written notice by
19 online filing with the LWDA and by certified mail to the employer of
20 the specific provisions of the California Labor Code alleged to have
21 been violated, including the facts and theories to support the alleged
22 violation.
- 23 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
24 2699.3(a) and any employer response to that notice shall be
25 accompanied by a filing fee of seventy-five dollars (\$75).
- 26 (c) The LWDA shall notify the employer and the aggrieved employee or
27 representative by certified mail that it does not intend to investigate the
28 alleged violation (“LWDA Notice”) within sixty (60) calendar days of

1 the postmark date of the aggrieved employee's notice. Upon receipt of
2 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
3 (65) calendar days of the postmark date of the aggrieved employee's
4 notice, the aggrieved employee may commence a civil action pursuant
5 to California Labor Code section 2699 to recover civil penalties.

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

- 10 (a) The aggrieved employee or representative shall give written notice by
11 online filing with the LWDA and by certified mail to the employer of
12 the specific provisions of the California Labor Code alleged to have
13 been violated (other than those listed in Section 2699.5), including the
14 facts and theories to support the alleged violation.
- 15 (b) An aggrieved employee's notice filed with the LWDA pursuant to
16 2699.3(c) and any employer response to that notice shall be
17 accompanied by a filing fee of seventy-five dollars (\$75).
- 18 (c) The employer may cure the alleged violation within thirty-three (33)
19 calendar days of the postmark date of the notice sent by the aggrieved
20 employee or representative. The employer shall give written notice
21 within that period of time by certified mail to the aggrieved employee or
22 representative and by online filing with the LWDA if the alleged
23 violation is cured, including a description of actions taken, and no civil
24 action pursuant to Section 2699 may commence. If the alleged violation
25 is not cured within the 33-day period, the aggrieved employee may
26 commence a civil action pursuant to Section 2699.

27 43. On February 3, 2025, Plaintiff provided written notice by online filing to the
28 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor

1 Code alleged to have been violated, including facts and theories to support the alleged
2 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
3 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
4 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
5 Plaintiff PAGA Case Number LWDA-CM-1077633-25. A true and correct copy of Plaintiff's
6 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

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

10 45. Thus, Plaintiff has satisfied the administrative prerequisites under California
11 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
12 violations of California Labor Code sections 201, 202, 204, 212, 213, 221, 223, 224, 226(a),
13 226.7, 512(a), 516, 1174(d), and 1198.

14 46. Labor Code section 558(a) provides "[a]ny employer or other person acting on
15 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
16 provision regulating hours and days of work in any order of the Industrial Welfare
17 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
18 dollars (\$50) for each underpaid employee for each pay period for which the employee was
19 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
20 underpaid employee for each pay period for which the employee was underpaid" Labor
21 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
22 to any other civil or criminal penalty provided by law."

23 47. Defendants, at all times relevant to this complaint, were employers or persons
24 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'
25 rights by violating various sections of the California Labor Code as set forth above.

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

49. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 512(a), 516, 1174(d), and 1198.

CLASS ACTION ALLEGATIONS

50. Plaintiff brings this action on her own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

51. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

52. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, at any time from September 26, 2023, until the date of trial ("Class").

53. Plaintiff's proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

54. Members of the Class and Subclass are referred to herein as "class members."

55. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

56. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

- (a) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (b) Whether Defendants provided Plaintiff and class members with

complete and accurate wage statements as required by California Labor Code section 226(a);

- (c) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (d) Whether Defendants failed to pay earned rest period premium wages due to Plaintiff and class members upon their discharge;
- (e) Whether Defendants failed timely to pay rest period premium wages due to Plaintiff and class members during their employment;
- (f) Whether Defendants issued instruments for the payment of wages that were not payable in cash, on demand, without discount, and with prior authorization, in violation of California Labor Code sections 212 and 213;
- (g) Whether Defendants unlawfully deducted a portion of wages previously paid to Plaintiff and class members, in violation of California Labor Code sections 221 and 224;
- (h) Whether Defendants secretly paid Plaintiff and class members lower wages than required by statute while purporting to pay the proper wages, in violation of California Labor Code section 223;
- (i) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (j) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

57. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is

1 estimated to be greater than one hundred (100) individuals and the
2 identity of such membership is readily ascertainable by inspection of
3 Defendants' employment records.

4 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
5 protect the interests of each class member with whom she has a well-
6 defined community of interest, and Plaintiff's claims (or defenses, if
7 any) are typical of all class members as demonstrated herein.

8 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
9 protect the interests of each class member with whom she has a well-
10 defined community of interest and typicality of claims, as demonstrated
11 herein. Plaintiff acknowledges that she has an obligation to make
12 known to the Court any relationship, conflicts or differences with any
13 class member. Plaintiff's attorneys, the proposed class counsel, are
14 versed in the rules governing class action discovery, certification, and
15 settlement. Plaintiff has incurred, and throughout the duration of this
16 action, will continue to incur costs and attorneys' fees that have been,
17 are, and will be necessarily expended for the prosecution of this action
18 for the substantial benefit of each class member.

19 (d) Superiority: The nature of this action makes the use of class action
20 adjudication superior to other methods. A class action will achieve
21 economies of time, effort, and expense as compared with separate
22 lawsuits, and will avoid inconsistent outcomes because the same issues
23 can be adjudicated in the same manner and at the same time for the
24 entire class.

25 (e) Public Policy Considerations: Employers in the State of California
26 violate employment and labor laws every day. Current employees are
27 often afraid to assert their rights out of fear of direct or indirect
28 retaliation. Former employees are fearful of bringing actions because

1 they believe their former employers might damage their future
2 endeavors through negative references and/or other means. Class
3 actions provide the class members who are not named in the complaint
4 with a type of anonymity that allows for the vindication of their rights
5 while simultaneously protecting their privacy.

6 **FIRST CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations**
8 **(Against all Defendants)**

9 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 59. At all relevant times herein set forth, the applicable IWC Wage Order and
12 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
13 members' employment by Defendants.

14 60. At all relevant times, the applicable IWC Wage Order provides that "[e]very
15 employer shall authorize and permit all employees to take rest periods, which insofar as
16 practicable shall be in the middle of each work period" and that the "rest period time shall be
17 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
18 hours or major fraction thereof" unless the total daily work time is less than three and one-half
19 (3 ½) hours.

20 61. At all relevant times, California Labor Code section 226.7 provides that no
21 employer shall require an employee to work during any rest period mandated by an applicable
22 order of the California IWC. To comply with its obligation to authorize and permit rest
23 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
24 employer must "relinquish any control over how employees spend their break time, and
25 relieve their employees of all duties—including the obligation that an employee remain on
26 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
27 *Inc.*, 2 Cal. 5th 257, 273 (2016).

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

1 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
2 period worked or major fraction thereof. On information and belief, Defendants had, and
3 continue to have, a company-wide policy and/or practice of strictly staffing their restaurant
4 locations based on the labor hours allocated by each location's labor or payroll budget set by
5 the corporate office. Defendants' uniform use of labor budgeting resulted in chronic
6 understaffing, such there were too few employees on duty to handle the workload and attend
7 to customers. Because Defendants did not employ or staff a sufficient number of employees
8 to meet customer demand, there was no one available to relieve employees needing rest period
9 coverage, and Plaintiff and class members were not always afforded uninterrupted 10-minute
10 rest periods during shifts when they were entitled to receive rest periods. Additionally,
11 Defendants failed to schedule rest periods, which, coupled with Defendants' failure to provide
12 adequate rest period coverage, further led to Plaintiff and class members not being authorized
13 and permitted to take rest periods.

14 63. Furthermore, upon information and belief, during the relevant time period,
15 Defendants maintained and implemented a company-wide on-premises rest period policy,
16 which effectively required that Plaintiff and/or class members remain on the work premises
17 during their rest periods. Because Plaintiff and/or class members were restricted from leaving
18 the premises during rest periods, they were denied the ability to use their rest periods freely
19 for their own purposes, such as running personal errands. Thus, Defendants effectively
20 maintained control over Plaintiff and/or class members during rest periods.

21 64. As a result of Defendants' practices and policies, Plaintiff and class members
22 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
23 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
24 throughout her employment, Plaintiff was often required to forgo her rest periods due to the
25 lack of coverage and failure to schedule rest periods. When Plaintiff was able to take rest
26 periods, they would be interrupted by coworkers and supervisors requiring her to return to
27 work to attend to customers.

28 65. Defendants have also engaged in a company-wide practice and/or policy of not

1 paying rest period premiums owed when compliant rest periods are not authorized and
2 permitted. Because of this practice and/or policy, Plaintiff and class members have not
3 received premium pay for all missed rest periods. Accordingly, Defendants failed to authorize
4 and permit all compliant rest periods and failed to pay the full rest period premiums due.

5 66. Defendants' conduct violates the applicable IWC Wage Order and California
6 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
7 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
8 compensation for each work day that a compliant rest period was not authorized and
9 permitted.

10 **SECOND CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 12 **Statements and Failure to Maintain Accurate Payroll Records** 13 **(Against all Defendants)**

14 67. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

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

21 69. At all relevant times, Defendants have knowingly and intentionally provided
22 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
23 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
24 that fail to correctly list: gross wages earned; net wages earned; and all applicable hourly rates
25 in effect during the pay period, including rates of pay for rest period premium wages, and the
26 corresponding number of hours worked at each hourly rate. Specifically, Defendants violated
27 sections 226(a)(1), 226(a)(5), and 226(a)(9).

28 70. Because Defendants did not pay Plaintiff and Subclass members rest period

1 premium wages for noncompliant rest periods, Defendants did not list the correct amount of
2 gross wages and net wages earned by Plaintiff and Subclass members in compliance with
3 sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to list the applicable
4 hourly rates of pay in effect during the pay period namely, the rates of pay for rest period
5 premium wages, in violation of section 226(a)(9).

6 71. The wage statement deficiencies also include, among other things, failing to list
7 the total hours worked by the employee; failing to list the number of piece-rate units earned
8 and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all
9 deductions; failing to list the inclusive dates of the period for which employees were paid;
10 failing to list the name of the employee and only the last four digits of his or her social
11 security number or an employee identification number other than a social security number;
12 and/or failing to list the name and address of the legal entity that is the employer.

13 72. California Labor Code section 1174(d) provides that “[e]very person employing
14 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
15 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
16 plants or establishments at which employees are employed, payroll records showing the hours
17 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
18 applicable piece rate paid to, employees employed at the respective plants or
19 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
20 Defendants willfully failed to maintain accurate payroll records for Plaintiff and/or Subclass
21 members showing all wages paid to them as a result of failing to record all wages owed,
22 including rest period premium wages.

23 73. California Labor Code section 1198 provides that the maximum hours of work
24 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
25 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
26 employment of any employees for longer hours than those fixed by the order or under
27 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
28 Wage Order, employers are required to keep accurate records showing the total wages paid

1 each payroll period. During the relevant time period, Defendants engaged in company-wide
2 practices and/or policies of failing to keep accurate records of total wages paid each payroll
3 period as a result of failing to record all wages owed, including rest period premium wages for
4 Plaintiff and/or Subclass members, in violation of section 1198.

5 74. Plaintiff and Subclass members are entitled to recover from Defendants the
6 greater of their actual damages caused by Defendants' failure to comply with California Labor
7 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
8 employee.

9 **THIRD CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 11 **Termination** 12 **(Against all Defendants)**

13 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 76. This cause of action is dependent upon, and wholly derivative of the rest period
16 premium wages that were not timely paid to Plaintiff and those class members no longer
17 employed by Defendants upon their termination.

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

25 78. Defendants willfully failed to pay Plaintiff and class members who are no
26 longer employed by Defendants the earned and unpaid wages set forth above, including but
27 not limited to, rest period premium wages, either at the time of discharge, or within seventy-
28 two (72) hours of their leaving Defendants' employ.

79. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

FOURTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment

(Against all Defendants)

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

81. This cause of action is dependent upon, and wholly derivative of the rest period premium wages that were not timely paid to Plaintiff and class members during their employment.

82. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (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 first (1st) and the tenth (10th) day of the following month.

83. 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 (7) calendar days following the close of the payroll period.

84. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, rest period premium wages, within the time periods specified by California Labor Code section 204.

85. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

FIFTH CAUSE OF ACTION

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

(Against all Defendants)

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

87. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 212, 213, 221, 223, 224, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 512(a), and 516.

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

- (a) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;
- (b) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;

- 1 (c) Violation of Labor Code sections 1174(d) and 1198, and the applicable
2 IWC Wage Order for failure to maintain payroll records, as alleged
3 herein;
- 4 (d) Violation of Labor Code sections 201 and 202 for failure to pay all
5 earned wages upon termination, as alleged herein;
- 6 (e) Violation of Labor Code section 204 for failure to pay all earned wages
7 during employment, as alleged herein;
- 8 (f) Violation of Labor Code sections 212 and 213 for issuing instruments
9 for the payment of wages that were not payable in cash on demand,
10 without discount, and with prior authorization, as set forth below;
- 11 (g) Violation of Labor Code sections 221 and 224 for unlawfully deducting
12 a portion of wages previously paid to Plaintiff and other aggrieved
13 employees, as set forth below; and
- 14 (h) Violation of Labor Code section 223 for secretly paying Plaintiff and
15 other aggrieved employees lower wages than required by statute, while
16 purporting to pay the proper wages, as set forth below.

17 89. At all relevant times herein, California Labor Code section 212 prohibits
18 employers from issuing any instruments for the payment of wages unless such instruments are
19 negotiable and payable in cash on demand and without discount. California Labor Code
20 section 213 permits employers to pay employees via direct deposit so long as the employee
21 authorizes payment via direct deposit. Under California law, employers are also permitted to
22 fulfill their wage payment obligations to employees by using payroll debit cards, but only
23 under certain circumstances. Employer use of payroll debit cards is permitted only so long as
24 the employee is given the choice as to whether to accept a payroll debit card as a form of
25 payment. *Johnson v. Sunrise Senior Living Management, Inc.*, No. 16 CV 00443 BRO RAOx,
26 2016 WL 8929249, *9 (C.D. Cal. May 5, 2016). In *Johnson*, the court stated that the Division
27 of Labor Standards Enforcement (“DLSE”) decision deeming payroll debit card program
28 permissible relied heavily on:

1 . . . [T]he fact that the pay programs were optional, thereby allowing an
2 employee to either participate in the program or receive his or her pay in
3 some other way, such as direct deposit. Specifically, the DLSE opined
4 that “[t]he success of the described procedure, in practice, will of course
5 require that . . . it is presented as an *alternative* method for wage payment
6 for which [the employees’] participation is optional.” The DLSE also
7 stated, “[i]t is significant that the program does not mandate employee
8 participation in the Money Network Service and that it is designed to
9 provide an alternative for employees receiving their wage payment.
10 Employees are also given the option of having their pay direct deposited
11 into an account of their choosing” (internal citations omitted).

12 90. In addition, employers can only utilize payroll debit card programs if they
13 provide employees with effective access to their wages without discount. The DLSE has
14 interpreted Labor Code sections 212 and 213 as permitting employer use of payroll debit cards
15 where the following requirements are satisfied:

16 . . . (1) [T]he “wages [are] payable at some established place of business
17 in the state and there be at least 30 days of sufficient funds for payment,”;
18 (2) the employees are “fully informed of the service and procedures and
19 that it is represented as an alternative method for wage payment for which
20 their participation is optional,”; (3) the employees receive “an itemized
21 wage statement,”; and (4) “at least one transaction per pay period [is]
22 without fee.”

23 *Ortiz v. Randstad North America, L.P.*, No. C-13-5050 MMC, 2015 WL 6202298 at 3.

24 91. Further, the DLSE notes that the Labor Code manifests:

25 . . . [A] strong public policy that prohibits an employer (or its agent) from
26 imposing conditions or obstacles which interfere with or prevent an
27 employee’s (sic) from promptly receiving their due wages in *full*. The
28 imposition of a fee in order to readily *access* one’s earned and paid wages
under a payroll card program which is designed to discharge the
employer’s wage payment obligations could impermissibly interfere with
an employee’s receipt of paid wages by creating a financial condition
which would have the *effect* of reducing or discounting wages because
such fee would be charged against the same account in which wages are
deposited. (emphases in original)

29 *DLSE opinion letter* 2008.07.07. The DLSE has also acknowledged that payroll service
30 providers “effectively act as agents of the client employers in discharging the employer’s
31 wage payment obligations.” *Id.* In a second opinion letter, the DLSE stated that “[w]hile the
32 Labor Code does not purport to regulate the specific arrangements between employers and
33 payroll service providers, both an employer and, under the express language in Labor Code
34 § 212- their agent, must comply with its requirements.” *DLSE opinion letter* 2008.07.07-2.

1 92. During the relevant time period, Defendants had an agreement with a payroll
2 service provider, Wiseley, for the issuance of payroll debit cards to employees, including
3 Plaintiff and other aggrieved employees, to discharge their wage payment obligations to their
4 employees. On information and belief, Defendants had a practice and/or policy of
5 automatically issuing payroll debit cards to departing employees without giving them the
6 option to elect their form of payment for their final wages. For example, Plaintiff received her
7 final wages on a payroll debit card without a choice of an alternate method of payment, such
8 as a written check. Instead, Defendants automatically enrolled Plaintiff in their payroll debit
9 card program for the purpose of issuing Plaintiff's final wages to her without prior, voluntary
10 approval from Plaintiff.

11 93. Moreover, under Defendants' payroll debit card program, Plaintiff and other
12 aggrieved employees did not have easy access to the entirety of their wages without incurring
13 a fee. For example, Plaintiff was subjected to transaction fees when withdrawing her wages
14 from ATMs. Thus, Defendants' payroll debit card program was and continues to be unlawful
15 as it did not give Plaintiff and other aggrieved employees access to their entire wages without
16 discount and without delay.

17 94. California courts recognize a policy favoring the full and prompt payment of
18 wages to employees. Defendants' payroll card program is inconsistent with this policy
19 because Defendants' program is involuntary and presents a number of obstacles and hurdles
20 that, together, make it difficult for Plaintiff and other aggrieved employees to access their
21 entire wages without discount and without delay, in violation of California Labor Code
22 sections 212 and 213. Plaintiff and other aggrieved employees are therefore entitled to
23 recover civil penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (k).

24 95. At all times relevant herein, California Labor Code section 221 provides that it
25 shall be unlawful for any employer to collect or receive from an employee any part of wages
26 theretofore paid by said employer to said employee. California Labor Code section 224 also
27 provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a
28 deduction is expressly authorized in writing by the employee."

1 96. During the relevant time period, Defendants unlawfully deducted a portion of
2 wages previously paid to Plaintiff and other aggrieved employees in violation of California
3 Labor Code section 221. On information and belief, Defendants systematically, and on a
4 company-wide basis, provided Plaintiff and other aggrieved employees with payroll debit
5 cards as payment of their wages and/or final wages. Under Defendants' payroll debit card
6 program, Plaintiff and other aggrieved employees were assessed various fees in connection
7 with their use of the payroll debit cards. For example, as described above, Plaintiff and other
8 aggrieved employees were required to pay ATM withdrawal fees and/or other fees to obtain
9 and/or spend their earned and due wages. The fees charged to Plaintiff and other aggrieved
10 employees resulted in a discount of their wages.

11 97. Defendants' practice which resulted in a discount of wages to employees, is
12 tantamount to taking deductions from Plaintiff's and other aggrieved employees' paychecks
13 without their written authorization and therefore constitutes an unlawful deduction of wages,
14 in violation of Labor Code sections 221 and 224. Plaintiff and other aggrieved employees are
15 therefore entitled to recover civil penalties pursuant to Labor Code sections 225.5 and/or
16 2699(a), (f), and (k).

17 98. At all times, California Labor Code section 223 makes it unlawful for an
18 employer to secretly pay wages lower than required by statute while purporting to pay legal
19 wages.

20 99. During the relevant time period, Defendants willfully and systematically issued
21 payroll debit cards to Plaintiff and other aggrieved employees that discounted their wages by
22 charging various fees in connection with the use of the payroll debit cards. Defendants'
23 payroll debit card program resulted in the payment of less than statutorily required wages to
24 Plaintiff and other aggrieved employees. Thus, Defendants paid Plaintiff and other aggrieved
25 employees lower wages than those they were entitled to while purporting that Plaintiff and
26 other aggrieved employees were properly paid.

27 100. Defendants' failure to pay Plaintiff and other aggrieved employees the correct
28 designated wage, while purporting to pay legal wages, is a violation of California Labor Code

1 section 223. Plaintiff and other aggrieved employees are therefore entitled to recover civil
2 penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (k).

3 **SIXTH CAUSE OF ACTION**

4 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

5 **Unlawful Business Practices**

6 **(Against all Defendants)**

7 101. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
8 and every allegation set forth above.

9 102. Defendants are “persons” as defined by California Business & Professions
10 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
11 and/or associations.

12 103. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
13 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
14 suffered injury in fact and has lost money as a result of Defendants’ unlawful business
15 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
16 meaning of Code of Civil Procedure section 1021.5.

17 104. Defendants’ activities, as alleged herein, are violations of California law, and
18 constitute unlawful business acts and practices in violation of California Business &
19 Professions Code sections 17200, *et seq.*

20 105. A violation of California Business & Professions Code sections 17200, *et seq.*
21 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
22 policies and practices have violated state law in at least the following respects:

- 23 (a) Failing to authorize and permit Plaintiff and class members to take
24 uninterrupted rest periods in violation of California Labor Code sections
25 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged
26 herein;
- 27 (b) Failing to provide Plaintiff and class members with accurate wage
28 statements and failing to maintain accurate payroll records in violation

1 of California Labor Code sections 226(a), 1174(d), and 1198, and the
2 applicable IWC Wage Order, as alleged herein;

3 (c) Failing timely to pay all earned wages to Plaintiff and class members in
4 violation of California Labor Code section 204, as alleged herein;

5 (d) Issuing instruments to Plaintiff and class members for the payment of
6 wages that were not payable in cash, on demand, without discount, and
7 with prior authorization, in violation of California Labor Code sections
8 212 and 213, as set forth below;

9 (e) Collecting or receiving wages already paid from Plaintiff and class
10 members in violation of California Labor Code sections 221 and 224, as
11 set forth below; and

12 (f) Failing to pay the statutorily designated wage scale in violation of
13 California Labor Code section 223, as set forth below.

14 106. At all relevant times herein, California Labor Code section 212 prohibits
15 employers from issuing any instruments for the payment of wages unless such instruments are
16 negotiable and payable in cash on demand and without discount. California Labor Code
17 section 213 permits employers to pay employees via direct deposit so long as the employee
18 authorizes payment via direct deposit. Under California law, employers are also permitted to
19 fulfill their wage payment obligations to employees by using payroll debit cards, but only
20 under certain circumstances. Employer use of payroll debit cards is permitted only so long as
21 the employee is given the choice as to whether to accept a payroll debit card as a form of
22 payment. *Johnson v. Sunrise Senior Living Management, Inc.*, No. 16 CV 00443 BRO RAOx,
23 2016 WL 8929249, *9 (C.D. Cal. May 5, 2016). In *Johnson*, the court stated that the Division
24 of Labor Standards Enforcement (“DLSE”) decision deeming payroll debit card program
25 permissible relied heavily on:

26 . . . [T]he fact that the pay programs were optional, thereby allowing an
27 employee to either participate in the program or receive his or her pay in
28 some other way, such as direct deposit. Specifically, the DLSE opined
that “[t]he success of the described procedure, in practice, will of course
require that . . . it is presented as an *alternative* method for wage payment

1 for which [the employees'] participation is optional." The DLSE also
2 stated, "[i]t is significant that the program does not mandate employee
3 participation in the Money Network Service and that it is designed to
provide an alternative for employees receiving their wage payment.
Employees are also given the option of having their pay direct deposited
into an account of their choosing. . . ." (internal citations omitted).

4 107. In addition, employers can only utilize payroll debit card programs if they
5 provide employees with effective access to their wages without discount. The DLSE has
6 interpreted Labor Code sections 212 and 213 as permitting employer use of payroll debit cards
7 where the following requirements are satisfied:

8 . . . (1) [T]he "wages [are] payable at some established place of business
9 in the state and there be at least 30 days of sufficient funds for payment,";
10 (2) the employees are "fully informed of the service and procedures and
that it is represented as an alternative method for wage payment for which
11 their participation is optional,"; (3) the employees receive "an itemized
wage statement,"; and (4) "at least one transaction per pay period [is]
without fee."

12 *Ortiz v. Randstad North America, L.P.*, No. C-13-5050 MMC, 2015 WL 6202298 at 3.

13 108. Further, the DLSE notes that the Labor Code manifests:

14 . . . [A] strong public policy that prohibits an employer (or its agent) from
15 imposing conditions or obstacles which interfere with or prevent an
employee's (sic) from promptly receiving their due wages in *full*. The
16 imposition of a fee in order to readily *access* one's earned and paid wages
under a payroll card program which is designed to discharge the
17 employer's wage payment obligations could impermissibly interfere with
an employee's receipt of paid wages by creating a financial condition
18 which would have the *effect* of reducing or discounting wages because
such fee would be charged against the same account in which wages are
19 deposited. (emphases in original)

20 *DLSE opinion letter* 2008.07.07. The DLSE has also acknowledged that payroll service
21 providers "effectively act as agents of the client employers in discharging the employer's
22 wage payment obligations." *Id.* In a second opinion letter, the DLSE stated that "[w]hile the
23 Labor Code does not purport to regulate the specific arrangements between employers and
24 payroll service providers, both an employer and, under the express language in Labor Code
25 § 212- their agent, must comply with its requirements." *DLSE opinion letter* 2008.07.07-2.

26 109. During the relevant time period, Defendants had an agreement with a payroll
27 service provider, Wisely, for the issuance of payroll debit cards to employees, including
28 Plaintiff and class members, to discharge their wage payment obligations to their employees.

1 On information and belief, Defendants had a practice of and/or policy of automatically issuing
2 payroll debit cards to departing employees without giving them the option to elect their form
3 of payment for their final wages. For example, Plaintiff received her final wages on a payroll
4 debit card without a choice of an alternate method of payment, such as a written check.
5 Instead, Defendants automatically enrolled Plaintiff in their payroll debit card program for the
6 purpose of issuing Plaintiff's final wages to her without prior, voluntary approval from
7 Plaintiff.

8 110. Moreover, under Defendants' payroll debit card program, Plaintiff and class
9 members did not have easy access to the entirety of their wages without incurring a fee.
10 Plaintiff and class members were unable to withdraw their entire wages in at least one
11 transaction without incurring a fee, which resulted in a discount in their pay. For example,
12 Plaintiff was subjected to transaction fees when withdrawing her wages from ATMs. Thus,
13 Defendants' payroll debit card program was, and continues to be, unlawful as it did not give
14 Plaintiff and class members access to their entire wages without discount and without delay.

15 111. California courts recognize a policy favoring the full and prompt payment of
16 wages to employees. Defendants' payroll card program is inconsistent with this policy
17 because Defendants' program is involuntary and presents a number of obstacles and hurdles
18 that, together, make it difficult for Plaintiff and class members to access their entire wages
19 without discount and without delay, in violation of California Labor Code sections 212 and
20 213.

21 112. At all times relevant herein, California Labor Code section 221 provides that it
22 shall be unlawful for any employer to collect or receive from an employee any part of wages
23 theretofore paid by said employer to said employee. California Labor Code section 224 also
24 provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a
25 deduction is expressly authorized in writing by the employee."

26 113. During the relevant time period, upon information and belief, Defendants
27 unlawfully deducted a portion of wages previously paid to Plaintiff and class members in
28 violation of California Labor Code section 221. On information and belief, Defendants

1 systematically, and on a company-wide basis, provided Plaintiff and class members with
2 payroll debit cards as payment of their wages and/or final wages. Under Defendants' payroll
3 debit card program, Plaintiff and class members were assessed various fees in connection with
4 their use of the payroll debit cards. For example, as described above, Plaintiff and class
5 members were required to pay ATM withdrawal fees and/or other fees to obtain and/or spend
6 their earned and due wages. The fees charged to Plaintiff and class members resulted in a
7 discount of their wages.

8 114. Defendants' practice which resulted in a discount of wages to employees, is
9 tantamount to taking deductions from Plaintiff's and class members' paychecks without their
10 written authorization and therefore constitutes an unlawful deduction of wages, in violation of
11 Labor Code sections 221 and 224.

12 115. At all times, California Labor Code section 223 makes it unlawful for an
13 employer to secretly pay wages lower than required by statute while purporting to pay legal
14 wages.

15 116. During the relevant time period, Defendants willfully and systematically issued
16 payroll debit cards to Plaintiff and class members that discounted their wages by charging
17 various fees in connection with the use of the payroll debit cards. Defendants' payroll debit
18 card program resulted in the payment of less than statutorily required wages to Plaintiff and
19 class members. Thus, Defendants paid Plaintiff and class members lower wages than those
20 they were entitled to while purporting that Plaintiff and class members were properly paid.

21 117. Defendants' failure to pay Plaintiff and class members the correct designated
22 wage, while purporting to pay legal wages, is a violation of California Labor Code section
23 223.

24 118. As a result of the violations of California law herein described, Defendants
25 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
26 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
27 herein.

28 119. Pursuant to California Business & Professions Code sections 17200, *et seq.*,

1 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
2 Defendants during a period that commences four years prior to the filing of the initial
3 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
4 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
5 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

6 **SEVENTH CAUSE OF ACTION**

7 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**
8 **Unfair Business Practices**
9 **(Against all Defendants)**

10 120. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
11 and every allegation set forth above.

12 121. Defendants are "persons" as defined by California Business & Professions
13 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
14 and/or associations.

15 122. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
16 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
17 injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff
18 seeks to enforce important rights affecting the public interest within the meaning of Code of
19 Civil Procedure section 1021.5.

20 123. Defendants' activities, namely Defendants' company-wide practice and/or
21 policy of not paying Plaintiff and class members all rest period premiums due to them under
22 Labor Code section 226.7, deprived Plaintiff and class members of the compensation
23 guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy
24 provided by section 226.7 is a "'dual-purpose' remedy intended primarily to compensate
25 employees, and secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238
26 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to
27 Plaintiff and class members as part of their employment with Defendants, and thus
28 Defendants' practice and/or policy of denying these statutory benefits constitutes an unfair

1 business practice in violation of California Business & Professions Code sections 17200, *et*
2 *seq. (Id.)*

3 124. A violation of California Business & Professions Code sections 17200, *et seq.*
4 may be predicated on any unfair business practice. In the instant case, Defendants' policies
5 and practices have violated the spirit of California's rest period laws and constitute acts
6 against the public policy behind these laws.

7 125. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
8 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
9 benefits implemented by section 226.7 withheld and retained by Defendants during a period
10 that commences four years prior to the filing of the initial complaint; a permanent injunction
11 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
12 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
13 Procedure section 1021.5 and other applicable laws; and an award of costs.

14 **REQUEST FOR JURY TRIAL**

15 Plaintiff requests a trial by jury.

16 **PRAYER FOR RELIEF**

17 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
18 against Defendants, jointly and severally, as follows:

19 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
20 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
21 reserves the right to amend her prayer for relief to seek a different amount.

22 **Class Certification**

- 23 2. That this case be certified as a class action;
24 3. That Plaintiff be appointed as the representative of the Class and Subclass;
25 4. That counsel for Plaintiff be appointed as class counsel.

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

27 5. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully

1 failing to authorize and permit Plaintiff and class members to take all rest periods;

2 6. That the Court make an award to the Plaintiff and class members of one (1) hour
3 of pay at each employee's regular rate of pay for each workday that a rest period was not
4 authorized and permitted;

5 7. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 8. For premiums pursuant to California Labor Code section 226.7(c);

8 9. For pre-judgment interest on any unpaid rest period premiums from the date
9 such amounts were due, or as otherwise provided by law;

10 10. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 11. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Second Cause of Action**

15 12. That the Court declare, adjudge and decree that Defendants violated the
16 recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC
17 Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate
18 itemized wage statements thereto;

19 13. For all actual, consequential, and incidental losses and damages, according to
20 proof;

21 14. For injunctive relief pursuant to California Labor Code section 226(h);

22 15. For statutory penalties pursuant to California Labor Code section 226(e);

23 16. For attorneys' fees and costs pursuant to California Labor Code section
24 226(e)(1); and

25 17. For such other and further relief as the Court may deem equitable and
26 appropriate.

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

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

1 Labor Code sections 201 and 202 by willfully failing to pay rest period premium wages owed
2 at the time of termination of the employment of Plaintiff and other terminated class members;

3 19. For all actual, consequential and incidental losses and damages, according to
4 proof;

5 20. For waiting time penalties according to proof pursuant to California Labor
6 Code section 203 for all employees who have left Defendants' employ;

7 21. For pre-judgment interest on any unpaid wages from the date such amounts
8 were due, or as otherwise provided by law;

9 22. For attorneys' fees pursuant to California Code of Civil Procedure section
10 1021.5, or as otherwise provided by law; and

11 23. For such other and further relief as the Court may deem equitable and
12 appropriate.

13 **As to the Fourth Cause of Action**

14 24. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members rest
16 period premium wages during their employment;

17 25. For all actual, consequential and incidental losses and damages, according to
18 proof;

19 26. For statutory penalties according to proof pursuant to California Labor Code
20 section 210;

21 27. For pre-judgment interest on any unpaid wages from the date such amounts
22 were due, or as otherwise provided by law;

23 28. For attorneys' fees pursuant to California Code of Civil Procedure section
24 1021.5, or as otherwise provided by law; and

25 29. For such other and further relief as the Court may deem equitable and
26 appropriate.

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

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

1 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
2 510 and 1198 (by failing to pay all overtime compensation); 226.7, 516, and 1198 (by failing
3 to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide
4 accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to
5 timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages
6 during employment); 212 and 213 (by failing to make earned wages accessible without
7 discount, and with authorization); 221 and 224 (by collecting and/or receiving wages already
8 paid); and 223 (by secretly paying wages lower than required by statute);

9 31. For civil penalties pursuant to the California Labor Code, including sections
10 210, 225.5, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor
11 Code sections 201, 202, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 512(a), 516, 1174(d), and
12 1198;

13 32. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
14 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
15 sections 201, 202, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 512(a), 516, 1174(d), and
16 1198;

17 33. For attorneys' fees and costs pursuant to California Labor Code section
18 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
19 Labor Code sections 201, 202, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 512(a), 516,
20 1174(d), and 1198;

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

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

24 **As to the Sixth Cause of Action**

25 36. That the Court declare, adjudge and decree that Defendants' conduct of failing
26 to authorize and permit Plaintiff and class members to take all rest periods; failing to provide
27 Plaintiff and class members accurate and complete wage statements; failing to maintain
28 accurate payroll records for Plaintiff and class members; failing to timely pay Plaintiff and

1 class members all earned wages during employment; failing to provide access to wages upon
2 demand, without discount, and with authorization; unlawfully deducting a portion of wages
3 previously paid; and secretly paying a lower wage, constitutes an unlawful business practice
4 in violation of California Business and Professions Code sections 17200, *et seq.*;

5 37. For restitution of unpaid wages to Plaintiff and all class members and
6 prejudgment interest from the day such amounts were due and payable;

7 38. For the appointment of a receiver to receive, manage, and distribute any and all
8 funds disgorged from Defendants and determined to have been wrongfully acquired by
9 Defendants as a result of violations of California Business & Professions Code sections
10 17200, *et seq.*;

11 39. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
12 California Code of Civil Procedure section 1021.5; and

13 40. For such other and further relief as the Court may deem equitable and
14 appropriate.

15 **As to the Seventh Cause of Action**

16 41. That the Court declare, adjudge and decree that Defendants' conduct of denying
17 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
18 an unfair business practice in violation of California Business and Professions Code sections
19 17200, *et seq.*;

20 42. For restitution of the statutory benefits under section 226.7 unfairly withheld
21 from Plaintiff and class members and prejudgment interest from the day such amounts were
22 due and payable;

23 43. For the appointment of a receiver to receive, manage, and distribute any and all
24 funds disgorged from Defendants and determined to have been wrongfully acquired by
25 Defendants as a result of violations of California Business & Professions Code sections
26 17200, *et seq.*;

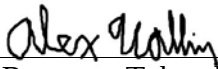
27 44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
28 California Code of Civil Procedure section 1021.5;

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45. For pre-judgment and post-judgment interest as provided by law; and
46. For such other and further relief as the Court may deem equitable and appropriate.

Dated: April 11, 2025

Respectfully submitted,
Capstone Law APC

By: 

Roxanna Tabatabaeepour
Ryan Tish
Alexander Wallin

Attorneys for Plaintiff Abigail Pulido

EXHIBIT “1”



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February 3, 2025

VIA ONLINE SUBMISSION

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

Subject: *Abigail Pulido v. Sushi Nozawa, LLC, et al.*

Dear PAGA Administrator:

This office represents Abigail Pulido in connection with her claims under the California Labor Code. Ms. Pulido was an employee of SUSHI NOZAWA, LLC; JERRY & AJAY LLC; JERRY & LELE LLC; GRASS FED WAGYU, LLC; KAZUNORI 28TH STREET, LLC; and/or PASTA UOVO LLC. For the purpose of this letter, Ms. Pulido collectively refers to these entities as "SUSHI NOZAWA."

The employers may be contacted directly at the addresses below:

SUSHI NOZAWA, LLC
2501 W. BURBANK BLVD, SUITE 306
BURBANK, CA 91505

JERRY & AJAY LLC
2501 W. BURBANK BLVD, SUITE 306
BURBANK, CA 91505

JERRY & LELE LLC
2501 W. BURBANK BLVD, SUITE 306
BURBANK, CA 91505

GRASS FED WAGYU, LLC
2501 W. BURBANK BLVD, SUITE 306
BURBANK, CA 91505

KAZUNORI 28TH STREET, LLC
2501 W. BURBANK BLVD., SUITE 306
BURBANK, CA 91505

PASTA UOVO LLC
2501 W. BURBANK BLVD, SUITE 306
BURBANK, CA 91505

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

SUSHI NOZAWA employed Ms. Pulido as an hourly paid, non-exempt employee from approximately August 2022 to August 2024. Ms. Pulido worked for SUSHI NOZAWA as a Host, Head Host, and Server at its SUGARFISH restaurant location in Santa Monica, California. During her employment, Ms. Pulido typically worked four (4) to eight (8) or more hours per day and five (5) days per week. At the time her employment ended, Ms. Pulido was compensated approximately \$20.00 per hour, plus bonuses. Her primary job duties included, without limitation, greeting and seating guests, managing reservations, taking food orders, explaining menu items, and delivering food and beverages to customers.

SUSHI NOZAWA has committed each of the following Labor Code violations against Ms. Pulido, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

SUSHI NOZAWA’s Company-Wide and Uniform Payroll and HR Practices

SUSHI NOZAWA, LLC; JERRY & AJAY LLC; JERRY & LELE LLC; GRASS FED WAGYU, LLC; KAZUNORI 28TH STREET, LLC; and PASTA UOVO LLC are Delaware limited liability companies. Together, they own and operate a group of restaurant chains, including SUGARFISH, KazuNori, Nozawa Bar, UOVO, and Matu restaurants, with approximately 25 restaurant locations in California. Upon information and belief, SUSHI NOZAWA maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Burbank, California, for all non-exempt, hourly paid employees working for SUSHI NOZAWA in California, including Ms. Pulido and other aggrieved employees. At all relevant times, SUSHI NOZAWA issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Pulido and other aggrieved employees, regardless of their location or position.

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

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

California Labor Code sections 226.7, 516, and 1198, and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to provide rest periods and to pay an employee

¹ These facts, theories, and claims are based on Ms. Pulido’s experience and counsel’s review of those records currently available relating to Ms. Pulido’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Pulido 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.

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

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest."

Augustus, et al. v. ABM Security Services, Inc., 2 Cal. 5th 257, 273 (2016).

During the relevant time period, SUSHI NOZAWA regularly failed to authorize and permit Ms. Pulido and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. On information and belief, SUSHI NOZAWA had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. SUSHI NOZAWA's uniform use of labor budgeting resulted in chronic understaffing, such there were too few employees on duty to handle the workload and attend to customers. Because SUSHI NOZAWA did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing rest period coverage, and Ms. Pulido and other aggrieved employees were not always afforded uninterrupted 10-minute rest periods during shifts when they were entitled to receive rest periods. Additionally, SUSHI NOZAWA failed to schedule rest periods, which, coupled with SUSHI NOZAWA's failure to provide adequate rest period coverage, further led to Ms. Pulido and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, SUSHI NOZAWA maintained and implemented a company-wide on-premises rest period policy, which effectively required that Ms. Pulido and/or other aggrieved employees remain on the work premises during their rest periods. Because Ms. Pulido and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, SUSHI NOZAWA effectively maintained control over Ms. Pulido and/or other aggrieved employees during rest periods.

As a result of SUSHI NOZAWA's practices and policies, Ms. Pulido and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout her employment, Ms. Pulido was often required to forgo her rest periods due to the lack of coverage and failure to schedule rest periods. When Ms. Pulido was able to take rest periods, they would be interrupted by coworkers and supervisors requiring her to return to work to attend to customers.

SUSHI NOZAWA has also engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of

this practice and/or policy, Ms. Pulido and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, SUSHI NOZAWA failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Pulido and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUSHI NOZAWA into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

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

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

Because SUSHI NOZAWA did not pay Ms. Pulido and other aggrieved employees rest period premium wages for noncompliant rest periods, SUSHI NOZAWA did not list the correct amount of gross wages and net wages earned by Ms. Pulido and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, SUSHI NOZAWA failed to list the applicable hourly rates of pay in effect during the pay period, namely, the rates of pay for rest period premium wages, in violation of section 226(a)(9).

The wage statement deficiencies also include, without limitation, failing to list the total hours worked by the employee; failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; and/or failing to list the name and address of the legal entity that is the employer.

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

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate records showing the total wages paid each payroll period. During the relevant time period, SUSHI NOZAWA engaged in company-wide practices and/or policies of failing to keep accurate records of total wages paid each payroll period as a result of failing to record all wages owed, including rest period premium wages for Ms. Pulido and/or other aggrieved employees, in violation of section 1198.

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

Ms. Pulido and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SUSHI NOZAWA into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

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

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

During the relevant time period, SUSHI NOZAWA willfully failed to pay Ms. Pulido and other aggrieved employees all wages due including, but not limited to, rest period premium wages, within the time periods specified by California Labor Code section 204.

Ms. Pulido and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUSHI NOZAWA into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

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

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

SUSHI NOZAWA willfully failed to pay Ms. Pulido and other aggrieved employees who are no longer employed by SUSHI NOZAWA the earned and unpaid wages set forth above, including but not limited to, rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving SUSHI NOZAWA's employ.

Ms. Pulido and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUSHI NOZAWA into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 212 and 213 – Unlawful Direct Deposit and Discount of Wages

California Labor Code section 212 prohibits employers from issuing any instruments for the payment of wages unless such instruments are negotiable and payable in cash on demand and without discount. California Labor Code section 213 permits employers to pay employees via direct deposit so long as the employee authorizes payment via direct deposit. Under California law, employers are also permitted to fulfill their wage payment obligations to employees by using payroll debit cards, but only under certain circumstances. Employer use of payroll debit cards is permitted only so long as the employee is given the choice as to whether to accept a payroll debit card as a form of payment. *Johnson v. Sunrise Senior Living Management, Inc.*, No. 16 CV 00443 BRO RAOx, 2016 WL 8929249, *9 (C.D. Cal. May 5, 2016). In *Johnson*, the court stated that the Division of Labor Standards Enforcement ("DLSE") decision deeming payroll debit card program permissible relied heavily on:

... [T]he fact that the pay programs were optional, thereby allowing an employee to either participate in the program or receive his or her pay in some other way, such as direct deposit. Specifically, the DLSE opined that "[t]he success of the described procedure, in practice, will of course require that ... it is presented as an *alternative* method for wage payment for which [the

employees'] participation is optional." The DLSE also stated, "[i]t is significant that the program does not mandate employee participation in the Money Network Service and that it is designed to provide an alternative for employees receiving their wage payment. Employees are also given the option of having their pay direct deposited into an account of their choosing" (internal citations omitted).

In addition, employers can only utilize payroll debit card programs if they provide employees with effective access to their wages without discount. The DLSE has interpreted Labor Code sections 212 and 213 as permitting employer use of payroll debit cards where the following requirements are satisfied:

- (1) [T]he "wages [are] payable at some established place of business in the state and there be at least 30 days of sufficient funds for payment,"
- (2) the employees are "fully informed of the service and procedures and that it is represented as an alternative method for wage payment for which their participation is optional,"
- (3) the employees receive "an itemized wage statement," and
- (4) "at least one transaction per pay period [is] without fee."

Ortiz v. Randstad North America, L.P., No. C-13-5050 MMC, 2015 WL 6202298 at 3.

Further, the DLSE notes that the Labor Code manifests:

. . . [A] strong public policy that prohibits an employer (or its agent) from imposing conditions or obstacles which interfere with or prevent an employee's (*sic*) from promptly receiving their due wages *in full*. The imposition of a fee in order to readily *access* one's earned and paid wages under a payroll card program which is designed to discharge the employer's wage payment obligations could impermissibly interfere with an employee's receipt of paid wages by creating a financial condition which would have the *effect* of reducing or discounting wages because such fee would be charged against the same account in which wages are deposited. (emphases in original)

DLSE opinion letter 2008.07.07. The DLSE has also acknowledged that payroll service providers "effectively act as *agents* of the client employers in discharging the employer's wage payment obligations." *Id.* In a second opinion letter, the DLSE stated that "[w]hile the Labor Code does not purport to regulate the specific arrangements between employers and payroll service providers, both an employer and, under the express language in Labor Code § 212- their *agent*, must comply with its requirements." *DLSE opinion letter* 2008.07.07-2.

During the relevant time period, SUSHI NOZAWA had an agreement with a payroll service provider, Wisely, for the issuance of payroll cards to employees, including Ms. Pulido and other aggrieved employees, to discharge its wage payment obligations to its employees.

On information and belief, SUSHI NOZAWA had a practice of and/or policy of automatically issuing payroll debit cards to departing employees without giving them the option to elect their form of payment for their final wages. For example, Ms. Pulido received her final wages on a payroll debit card without a choice of an alternate method of payment, such as a written check. Instead,

SUSHI NOZAWA automatically enrolled Ms. Pulido in its payroll debit card program for the purpose of issuing Ms. Pulido's final wages to her without prior, voluntary approval from Ms. Pulido.

Moreover, under SUSHI NOZAWA's payroll debit card program, Ms. Pulido and other aggrieved employees did not have easy access to the entirety of their wages without incurring a fee. Ms. Pulido and other aggrieved employees were unable to withdraw their entire wages in at least one transaction without incurring a fee, which resulted in a discount in their pay. For example, Ms. Pulido was subjected to transaction fees when withdrawing her wages from ATMs. Thus, SUSHI NOZAWA's payroll debit card program was, and continues to be, unlawful as it did not give Ms. Pulido and other aggrieved employees access to their entire wages without discount and without delay.

California courts recognize a policy favoring the full and prompt payment of wages to employees. SUSHI NOZAWA's payroll card program is inconsistent with this policy because SUSHI NOZAWA's program is involuntary and presents a number of obstacles and hurdles that, together, make it difficult for Ms. Pulido and other aggrieved employees to access their entire wages without discount and without delay, in violation of California Labor Code sections 212 and 213. Ms. Pulido and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUSHI NOZAWA into compliance with Labor Code sections 212 and 213, pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 221 and 224 – Unlawful Deductions

California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

During the relevant time period, upon information and belief, SUSHI NOZAWA unlawfully deducted a portion of wages previously paid to Ms. Pulido and other aggrieved employees in violation of California Labor Code section 221. On information and belief, SUSHI NOZAWA systematically, and on a company-wide basis, provided Ms. Pulido and other aggrieved employees with payroll debit cards as payment of their wages and/or final wages. Under SUSHI NOZAWA's payroll debit card program, Ms. Pulido and other aggrieved employees were assessed various fees in connection with their use of the payroll debit cards. For example, as described above, Ms. Pulido and other aggrieved employees were required to pay ATM withdrawal fees and/or other fees to obtain and/or spend their earned and due wages. The fees charged to Ms. Pulido and other aggrieved employees resulted in a discount of their wages.

SUSHI NOZAWA's practice, which resulted in a discount of wages to employees, is tantamount to taking deductions from Ms. Pulido's and other aggrieved employees' paychecks without their written authorization and therefore constitutes an unlawful deduction of wages, in violation of Labor Code sections 221 and 224. Ms. Pulido and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUSHI NOZAWA into compliance with Labor Code sections 221 and 224, pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 223 – Secret Payment of Lower Wages

California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

During the relevant time period, SUSHI NOZAWA willfully and systematically issued payroll debit cards to Ms. Pulido and other aggrieved employees that discounted their wages by charging various fees in connection with the use of the payroll debit cards. SUSHI NOZAWA's payroll debit card program resulted in the payment of less than statutorily required wages to Ms. Pulido and other aggrieved employees. Thus, SUSHI NOZAWA paid Ms. Pulido and other aggrieved employees lower wages than those they were entitled to while purporting that Ms. Pulido and other aggrieved employees were properly paid.

SUSHI NOZAWA's failure to pay Ms. Pulido and other aggrieved employees the correct designated wage, while purporting to pay legal wages, is a violation of California Labor Code section 223. Ms. Pulido and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUSHI NOZAWA into compliance with Labor Code section 223, pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (k).

California Labor Code § 558(a)

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

Accordingly, Ms. Pulido seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Pulido, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against SUSHI NOZAWA for violations of California Labor Code sections 201, 202, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 512(a), 516, 1174(d), and 1198.

Therefore, on behalf of all aggrieved employees, Ms. Pulido seeks all applicable civil penalties 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 at the phone number or address below:

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

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: SUSHI NOZAWA, LLC (via U.S. Certified Mail); JERRY & AJAY LLC (via U.S. Certified Mail); JERRY & LELE LLC (via U.S. Certified Mail); GRASS FED WAGYU, LLC (via U.S. Certified Mail); KAZUNORI 28TH STREET, LLC (via U.S. Certified Mail); PASTA UOVO LLC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2265 1653

SUSHI NOZAWA, LLC
2501 W. BURBANK
BLVD, SUITE 306
BURBANK, CA 91505

SENDER: COMPLETE THIS SECTION

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SUSHI NOZAWA, LLC
2501 W. BURBANK
BLVD, SUITE 306
BURBANK, CA 91505



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☐ Agent
☐ Addressee

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- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery

- ☐ Priority Mail Express®
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- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
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☐ Return Receipt (electronic)

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SUSHI NOZAWA, LLC
2501 W. BURBANK
BLVD, SUITE 306
BURBANK, CA 91505

City

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Zip

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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



7022 2410 0000 2265 1639

JERRY & LELE LLC
2501 W. BURBANK
BLVD, SUITE 306
BURBANK, CA 91505

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JERRY & LELE LLC
2501 W. BURBANK
BLVD, SUITE 306
BURBANK, CA 91505



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☒ X
- 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

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail
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BURBANK, CA 91505

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



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GRASS FED WAGYU, LLC
2501 W. BURBANK
BLVD, SUITE 306
BURBANK, CA 91505

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2501 W. BURBANK
BLVD, SUITE 306
BURBANK, CA 91505

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GRASS FED WAGYU, LLC
2501 W. BURBANK
BLVD, SUITE 306
BURBANK, CA 91505

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A. Signature
X

Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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9590 9402 7706 2122 1525 24

2. Article Number (Transfer from service label)

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(Indicate fee by checking box)

1. Signature Confirmation

2. Restricted Delivery

3. Return Receipt

4. Signature Confirmation

5. Signature Confirmation

6. Signature Confirmation

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SENDER: COMPLETE THIS SECTION

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KAZUNORI 28TH STREET, LLC
2501 W. BURBANK
BLVD., SUITE 306
BURBANK, CA 91505



9590 9402 7706 2122 1525 31

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1622

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

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A. Signature

X

B. Received by (Printed Name)

□ Agent

□ Addressee

C. Date of Delivery

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

If YES, enter delivery address below: □ No

Service Type

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

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KAZUNORI 28TH STREET, LLC
2501 W. BURBANK
BLVD., SUITE 306
BURBANK, CA 91505



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A. Signature

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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

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
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- ☐ Collect on Delivery
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**PASTA UOVO LLC
2501 W. BURBANK
BLVD, SUITE 306
BURBANK, CA 91505**



9590 9402 7706 2122 1525 17

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A. Signature

x SAM

☐ Agent

☐ Addressee

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SAM

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Service Type

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

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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On **April 11, 2025**, I served the document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending [] the original [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

KAUFMAN McANDREW LLP
MITCHELL F. KAUFMAN
mitch@kmcllp.com
STEPHEN F. MCANDREW
steve@kmcllp.com
16633 Ventura Boulevard, Suite 500
Encino, California 91436
Telephone: (818) 788-5767
Facsimile: (818) 788-2992

Attorneys for Defendant
Sushi Nozawa, LLC

() **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

() **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.

(X) **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

() **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct Executed on **April 11, 2025**, at Los Angeles, California.

Sophia Flores
Type or Print Name


Signature