



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

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

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

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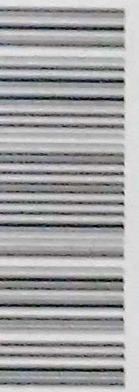
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PS Form 3800, April 2015 PSN 7530-02-000-9017

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1875 Century Park, East, 1000
Los Angeles, CA 90067

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

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

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



9590 9402 7706 2122 1525 48

7022 2410 0000 2265 1639

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
☒ X
- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

PS Form 3811, July 2009 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

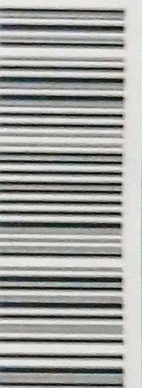
For delivery information, visit our website at www.usps.com

7022 2410 0000 2265 1639

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



7022 2410 0000 2265 1615

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

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee \$ 5.00
Postage & Fees (see back for details) \$ 5.00
Total \$ 10.00

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

PS Form 3800, April 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

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



9590 9402 7706 2122 1525 24

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1615

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

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

7022 2410 0000 2265 1622



CERTIFIED MAIL

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

PUCEP V,
SUFFR

Certified Mail Fee
Extra Services & Fees (shown here, add fee as appropriate)
(Postage already paid)

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

PS Form 3800, April 2016 PSN 7530-02-900-901V See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

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

COMPLETE THIS SECTION ON DELIVERY

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

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

