



1700 W Burbank Blvd.
Burbank, California 91506
t | 213.493.6300
Cheryl.K@abramsonlabor.com
www.AbramsonLaborGroup.com

March 14, 2025

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

NTG, LLC
Attn: Human Resources
2855 Stevens Creek Blvd., Ste. 2465
San Jose, CA 95128

NTG, LLC
Attn: Legal Department
5765 Winfield Blvd.
San Jose, CA 95123

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR CODE
SECTION 2698, ET SEQ.**

To: The California Labor and Workforce Development Agency; NTG, LLC doing business
as Nick The Greek (“Nick the Greek”)

From: Angel Jimenez, on behalf of himself and all other current and former hourly nonexempt
employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Angel Jimenez (“Mr. Jimenez”) to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively with Mr. Jimenez, “Claimants”) who have been injured by NTG, LLC doing business as Nick The Greek’s (“Nick the Greek”) violations of the California Labor Code. Mr. Jimenez, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of Nick the Greek, intend 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.* of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Factual Statement:

Nick the Greek operates numerous Nick the Greek restaurant locations in California, each of which offers patrons a fast-casual dining atmosphere, as well as dine-in, pick-up/to-go orders, and catering orders, whether placed online or in person.

Claimant Mr. Jimenez worked at Nick the Greek's San Jose location from approximately May 15, 2023 to September 10, 2024 as an hourly, nonexempt employee in the position of Cook (earning \$20.00 per hour). Mr. Jimenez, on behalf of himself and all other similarly aggrieved current and former employees in California in various positions, are or were generally engaged in serving restaurant patrons and providing labor at Nick the Greek's various restaurant locations. As part of his employment with Nick the Greek, Mr. Jimenez and Claimant and other hourly, nonexempt employees, collectively, "hourly nonexempt employees," are or were assigned to and required to suffer and permitted to work without pay, while performing tasks collectively including, but not limited to, greeting guests; taking customers' orders; providing food and drinks ordered to customers; pre-bussing and bussing tables; preparing ingredients and other food items; cooking food; cleaning the kitchen stations; processing customers' payments; customer service; dishwashing; and taking out the trash.

Claimant Mr. Jimenez regularly worked six days per week for 6.5 hours or more hours per day. During the entire course of his employment, Nick the Greek failed to provide Mr. Jimenez and continues to fail to provide those similarly aggrieved with some overtime pay and compliant meal periods and rest breaks. Nick the Greek has also failed to pay minimum wages to Mr. Jimenez and other hourly, nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 5-2001. As a consequence of failing to pay minimum wages, Nick the Greek has failed to comply with Labor Code sections 226.7, 510, and 512, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to, IWC Wage Order No. 5-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Nick the Greek has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Nick the Greek has also failed and continues to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Nick the Greek has failed and continues to fail to provide timely, accurate wage statements to Mr. Jimenez and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by Nick the Greek, including Mr. Jimenez, Nick the Greek violated Labor Code section 203 by failing to timely pay all wages due upon separation. Mr. Jimenez is informed and believes that such violations are ongoing, systematic, and continuous. Mr. Jimenez intend to bring an action against Nick the Greek under the Private Attorneys General Act ("PAGA") to recover wages and penalties as provided by California law.¹

¹ Without limitation, Mr. Jimenez, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101,

Theories of Labor Code Violations and Remedies:

Claimant Mr. Jimenez was employed by Nick the Greek from approximately May 15, 2023 to September 10, 2024 as an hourly, nonexempt employee holding the position of Cook. For a period of at least four (4) years prior to March 2024, but for our purposes here, one (1) year prior, Nick the Greek has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. Nick the Greek has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and sections 4 and 5 of IWC Wage Order No. 5-2001. First, Claimants worked while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred (1) at the end of shifts to perform closing duties like discarding trash, washing dishes, and cleaning, because being clocked in past those pre-scheduled shift hours was discouraged; and (2) assuming Nick the Greek auto-deducted 30 minutes for meal periods, those 30 minutes were all compensable since Claimants remained at work during their meal periods. That is, Claimants continued working during their meal periods without clocking out while also not receiving meal period premiums for that time worked. Accordingly, Claimants were not paid for that time spent working off the clock for meal periods if that time was auto-deducted. That is, Defendant implemented policies and enforced practices requiring Claimants to perform compensable work while clocked out at the end of shifts, the effects of which Defendant could have mitigated by adjusting expectations and/or by adding more staff to reduce the expected daily workload. However, Defendant instead chose to instruct Claimants to continue working while clocked out, and as explained in the two paragraphs to follow, to forgo meal periods and to skip all rest breaks. In effect, these policies and practices cause Claimants to have noncompliant meal periods and to remain on-duty during rest breaks, and therefore, constitute a failure on Nick the Greek's part to provide compliant rest breaks. With that, Nick the Greek's corresponding failure to provide premium pay at the correct regular rate, if any premiums were paid at all, in lieu of compliant meal periods and rest breaks constitutes Nick the Greek's failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Second, Nick the Greek's failure to pay Claimants their meal period and rest break premiums for noncompliant meal periods and rest breaks, as explained in further detail below, also constitutes a failure to pay minimum wages to Claimants. For all of the foregoing reasons, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 5-2001.

Claimants were at all times entitled to unpaid off-duty, uninterrupted **meal periods**. As explained in the preceding paragraph, Nick the Greek failed to authorize and permit timely, full-length meal periods for Mr. Jimenez and all other similarly aggrieved employees as required by Labor Code sections 226.7 and 512 and section 11 of IWC Wage Order No. 5-2001. Mr. Jimenez and all similarly aggrieved persons were regularly unable to timely commence their 30-minute meal periods; in fact they did not take their meal periods at all. Despite that, Nick the Greek did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant meal periods for each workday on which they occurred. In fact, Mr. Jimenez's final—or near final—paycheck issued reveals that Nick the Greek failed to pay him a single meal period premium the entire year. Accordingly, since Nick the Greek required Mr. Jimenez and others similarly

1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

situated to forgo their meal periods late in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code sections 558, section 20 of IWC Wage Order No. 5-2001, and 2699(f).

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. Nick the Greek failed to authorize and permit Mr. Jimenez and all other similarly aggrieved employees to take any full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 5-2001. Nick the Greek enforced a policy that did not permit Claimants from taking any of their rest breaks because the restaurant was very busy and would be short-staffed if personnel took rest breaks. As such, Claimants were not able to take their requisite number of 10-minute rest breaks based on their shift duration; Claimants regularly worked through their rest breaks. Nick the Greek did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. In fact, Mr. Jimenez's final—or near final—paycheck reveals that Nick the Greek failed to pay him a single rest break premium the entire year. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 5-2001. Furthermore, since Nick the Greek required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Nick the Greek was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over 12 hours per workday and eight hours on the seventh day of a workweek. Mr. Jimenez occasionally worked and Claimants regularly worked overtime hours. Nick the Greek has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, Nick the Greek failed to provide Mr. Jimenez and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 5-2001, section 3.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Nick the Greek, including Mr. Jimenez, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within 72 hours (resignation without notice). Claimants, including Mr. Jimenez, did not receive his final pay of all wages within the requisite time based on the circumstances of his separation nor did he receive all wages Nick the Greek owed Mr. Jimenez based on Nick the Greek's prior failings to pay all wages owed every pay period, including but not limited to minimum and overtime wages, all meal and rest premiums owed, as explained above. Nick the Greek paid Mr. Jimenez his final wages approximately seven days after his termination on via direct deposit at the time of Nick the Greek's regular payroll schedule, not immediately upon termination as required by law.

Claimants were at all times entitled to be provided timely and accurate **wage statements** from Nick the Greek pursuant to Labor Code section 226. First, Mr. Jimenez's wage statements do not reflect the correct legal name of Defendant—NTG, LLC—his paystubs are missing the comma. Second, because Nick the Greek failed to pay Claimants all of their meal period and rest break premiums for noncompliant meal periods and rest breaks and failed to pay Claimants minimum wages for all hours worked during and after their shifts and for all overtime wages due, Claimants' wage statements were inaccurate in reflecting meal period and rest break premiums owed, overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of net and

gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Nick the Greek's uniform failure to pay overtime and minimum wages, failure to authorize and permit full-length, off-duty rest breaks and meal periods or pay Claimants adequate premium compensation in lieu thereof, failure to furnish timely and accurate wage statements, and failure to timely pay all wages upon separation violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1182.12, 1194, and 1197, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Jimenez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Nick the Greek for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

A handwritten signature in black ink that reads "Cheryl Kenner". The signature is written in a cursive, flowing style.

Cheryl A. Kenner