

LAUREL EMPLOYMENT LAW

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Stephanie Paniagua, DEPUTY

Attorneys for Plaintiffs,
Julyana Plancarte and Victoria Plancarte

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JULYANA PLANCARTE, an individual; and
VICTORIA PLANCARTE, an individual, on
behalf of themselves, the State of California as
Private Attorneys General, and on behalf of the
Aggrieved Employees,

Plaintiffs,

vs.

SPIRIT OF TEXAS BBQ LLC, a California
Limited Liability Company; SANTOS
AVILES, an individual; and DOES 1-10,
inclusive,

Defendants.

Case No.: CIVSB2517033

**INDIVIDUAL AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

1. Failure to Provide Meal Periods (Labor Code § 512);
2. Failure to Provide Rest Periods (Labor Code § 226.7);
3. Failure to Pay Overtime Wages (Labor Code § 510);
4. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197);
5. Failure to Pay All Wages Due Upon Separation (Labor Code §§ 201-203);
6. Failure to Pay Wages When Due (Labor Code § 204);
7. Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226);
8. Failure to Maintain Required Records (Labor Code § 1174);
9. Failure to Provide Employment Records (Labor Code §§ 226(b), 1198.5);
10. Failure to Provide Written Notice of Pay Rate and Pay Day (Labor Code § 2810.5);
11. Failure to Pay Reporting Time Pay (Labor Code § 203.1);
12. Failure to Reimburse Business Expenses (Labor Code § 2802);



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- 13. Violations of Health and Safety Standards (Labor Code §§ 6400, *et seq.*);
- 14. Civil Penalties Under Labor Code § 558.1;
- 15. Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*);
- 16. Civil Penalties Under PAGA (Labor Code §§ 2698, *et seq.*);

Demand for Jury Trial
[UNLIMITED JURISDICTION]

COMES NOW Plaintiffs JULYANA PLANCARTE and VICTORIA PLANCARTE ("Plaintiffs") hereby bring this Individual and Representative Action Complaint on behalf of themselves, and all other aggrieved employees employed by Defendants SPIRIT OF TEXAS BBQ LLC, SANTOS AVILES, and DOES 1-10 ("Defendants"), inclusive, in California, and allege as follows:

THE PARTIES

1. Plaintiff Julyana Plancarte ("Plaintiff J. Plancarte") is, and at all relevant times herein has been, an individual residing in Los Angeles County, California.

2. Plaintiff Victoria Plancarte ("Plaintiff V. Plancarte") is, and at all relevant times herein has been, an individual residing in Los Angeles, California.

3. Plaintiffs are informed and believe and thereon allege that at all times relevant herein, Defendant SPIRIT OF TEXAS BBQ LLC ("Defendant Spirit") is a California Limited Liability Company doing business in San Bernardino County, California.

4. Plaintiffs are informed and believe and thereon allege that at all times relevant herein, Defendant SANTOS AVILES ("Defendant Aviles") is and was an individual residing in San Bernardino County, California, and was an owner, officer, director, and/or managing agent of Defendant Spirit.

5. Plaintiffs are informed and believe, and based thereupon allege, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, co-conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

6. The true names and capacities, whether a corporation, agent, individual or otherwise, of DOES 1 through 10, are unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Each Defendant designated herein as a DOE is negligently or otherwise legally responsible in some manner for the events and happenings referred to herein and thereby proximately caused injuries and damages to Plaintiffs as alleged herein. Plaintiffs will seek leave of Court to amend this Complaint to show their true names and capacities when the same have been ascertained.

7. At all times mentioned here, DOES 1 through 10 were the agents, representatives, employees, successors and/or assigns of Defendants and at all times pertinent hereto were acting within the course and scope of their authority as such agents, representatives, employees, successors, and/or assigns.

8. Plaintiffs are informed and believe that at all relevant times herein mentioned Defendants, and/or DOES 1 through 10 are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the jurisdiction of this Court.

9. Pursuant to the Code of Civil Procedure ("CCP") section 395(a), venue is proper in the above-entitled Court because the majority of all facts giving rise to the causes of action stated herein arose in County of San Bernardino, California. Venue in County of San Bernardino, California, is further proper under Government Code section 12965(b) because the unlawful practices were committed in County of San Bernardino, California. Plaintiffs worked in County of San Bernardino, California, and Plaintiffs are informed and believe that records relevant to this action are maintained in San Bernardino, California

10. Plaintiffs are informed and believe that Defendants, and each of them, committed other wrongful acts or omissions of which Plaintiffs are presently unaware. Plaintiffs shall conduct discovery to identify said wrongful acts and will seek leave of Court to amend this Complaint to add said acts upon discovery.

11. As a Representative Action under the PAGA, this matter is not subject to removal under 28 U.S.C. sections 1322(a)-(d) as PAGA civil penalty actions are not subject to federal jurisdiction.

12. Plaintiffs are informed and believe and thereon alleges that each of the Defendants herein was at all times relevant to this action the agent, employee, representing partner, and/or joint venturer of the remaining Defendants and was at all times acting within the course and scope of that relationship. Plaintiffs are further informed and believe and thereon allege that each of the Defendants herein gave consent to, ratified, and authorized the acts alleged herein to the remaining Defendants.

13. At all relevant times, Plaintiff and other aggrieved employees worked for Defendants in California, and Defendants conducted business in California

GENERAL ALLEGATIONS

14. Plaintiffs worked for Defendants from approximately January 2025 through February 2025 as servers, cashiers, and bussers at Defendant Spirit's San Bernardino location. Throughout their employment, Plaintiffs maintained all necessary qualifications for their positions and performed their duties satisfactorily.

15. During Plaintiffs' employment, Defendants engaged in systematic violations of California wage and hour laws. Defendants promised Plaintiffs an hourly rate of \$17.00 but paid varying rates between \$15.00 and \$17.00 per hour without explanation or notice of these rate changes.

16. Plaintiffs regularly worked 4-5 days per week, with shifts typically lasting between 9 and 11 hours. Despite working up to 46 hours in some weeks, Defendants capped Plaintiffs' recorded hours at 40 hours per week in their timekeeping system.

17. For hours worked beyond 40 per week, Defendants paid Plaintiffs in cash at reduced rates, failing to pay the required overtime premium of 1.5 times their regular rates of pay.

18. Throughout Plaintiffs' employment, Defendants failed to provide Plaintiffs with legally mandated meal and rest breaks during their 9-11 hour shifts. Defendants maintained no system for recording meal breaks and provided no compensation for missed meal and rest periods.

19. Defendants failed to provide Plaintiffs with any written employment documentation except a direct deposit form. Plaintiffs never received an employee handbook, formal employment agreement, or written notice of pay rate and payday, as required by Labor Code section 2810.5. Additionally, Defendants failed to provide proper itemized wage statements.

20. Defendants maintained unsafe and unsanitary working conditions at their facility, including rat and roach infestations. These conditions posed serious health and safety risks to both employees and customers.

21. Defendants failed to maintain a consistent work schedule and frequently called Plaintiffs to work with as little as 10 minutes' notice. Plaintiffs were required to text daily to check their work schedules, as no fixed schedule was ever established.

22. During their employment, Plaintiffs experienced at least three instances of late wage payments. When Plaintiffs inquired about these delayed payments, Defendants provided no explanation or resolution.

23. Defendants abruptly terminated Plaintiffs' employment in or around February 2025. Following their termination, Plaintiffs made multiple attempts to contact management regarding their final wages but received no response. When Plaintiff J. Plancarte finally reached Defendant Aviles on February 25, 2025, she was redirected to a scheduling manager, who never responded to Plaintiff J. Plancarte's communications.

24. Defendants failed to pay Plaintiffs' final wages upon termination as required by law, instead delaying payment for approximately two weeks after their termination date.

25. Defendants are vicariously liable for the acts of their agents, employees, and representatives who engaged in the unlawful conduct described herein. These agents, employees, and representatives were acting within the course and scope of their employment or agency relationship with Defendants when they committed the alleged acts.

26. As a direct result of Defendants' unlawful conduct, Plaintiffs have suffered and continue to suffer damages in an amount according to proof at trial.

EXHAUSTION OF PAGA NOTICE REQUIREMENTS

27. Plaintiffs exhausted the notice requirement by filing a complaint with the Labor and Workforce Development Agency ("LWDA") in their letter dated March 6, 2025, as required under the California Labor Code Private Attorneys General Act ("PAGA"). A true and correct copy of Plaintiffs' letter is attached hereto as **Exhibit A** and is incorporated herein by reference. Subsequently, Plaintiffs filed a Supplement to their complaint with the LWDA on April 17, 2025. A true and correct copy of Plaintiffs' supplemental letter is attached hereto as **Exhibit B**. The LWDA did not assume jurisdiction over the applicable penalty claims alleged. Therefore, Plaintiffs have exhausted the procedural requirement under PAGA to pursue all civil penalty claims as provided under PAGA.

1 **FIRST CAUSE OF ACTION**

2 **Failure to Provide Meal Periods (Labor Code § 512)**

3 **(Against All Defendants and DOES 1-10)**

4 28. Plaintiffs hereby incorporate by reference the allegations in the paragraphs above as
5 though fully set forth herein.

6 29. At all times herein mentioned, Labor Code section 512 was in full force and effect and
7 was binding on Defendants. This statute requires employers to provide employees with meal periods of
8 not less than 30 minutes for workdays exceeding five hours.

9 30. Throughout Plaintiffs' employment, Defendants violated Labor Code section 512 by
10 failing to provide Plaintiffs with timely 30-minute meal periods during her 9-11 hour shifts. Specifically,
11 Defendants required Plaintiffs to work through meal periods, actively prevented them from taking breaks
12 when they requested breaks, and maintained no system for recording meal breaks.

13 31. Defendants' violations were willful and intentional, as they were aware of California's
14 meal break requirements and deliberately chose to disregard them by understaffing the restaurant and
15 prioritizing customer service over legally mandated meal breaks.

16 32. Pursuant to Labor Code section 226.7, Plaintiffs are entitled to recover one additional hour
17 of pay at their regular rate of compensation for each workday that a compliant meal period was not
18 provided, plus interest, reasonable attorneys' fees, and costs of suit.

19 **SECOND CAUSE OF ACTION**

20 **Failure to Provide Rest Periods (Labor Code § 226.7)**

21 **(Against All Defendants and DOES 1-10)**

22 33. Plaintiffs hereby incorporate by reference the allegations in the paragraphs above as
23 though fully set forth herein.

24 34. At all times herein mentioned, Labor Code section 226.7 was in full force and effect and
25 was binding on Defendants. This statute requires employers to provide employees with rest periods of
26 not less than 10 minutes for every four hours worked or major fraction thereof.

27 35. Throughout Plaintiffs' employment, Defendants violated Labor Code section 226.7 by
28 failing to provide Plaintiffs with timely 10-minute rest periods during their 9-11 hour shifts. Defendants

required Plaintiffs to work through rest periods, maintained no system for recording rest breaks, and created working conditions that made it impossible for Plaintiffs to take rest breaks.

36. Defendants' violations were willful and intentional, as they were aware of California's rest-break requirements and deliberately chose to disregard them.

37. Pursuant to Labor Code section 226.7, Plaintiffs are entitled to recover one additional hour of pay at their regular rate of compensation for each workday that a compliant rest period was not provided, plus interest, reasonable attorneys' fees, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages (Labor Code § 510)

(Against All Defendants and DOES 1-10)

38. Plaintiffs hereby incorporates by reference the allegations in the paragraphs above as though fully set forth herein.

39. At all times herein mentioned, Labor Code section 510 was in full force and effect and was binding on Defendants. This statute requires employers to pay overtime compensation at a rate of no less than one and one-half times the regular rate of pay for hours worked in excess of eight hours in one workday or forty hours in one workweek.

40. Throughout Plaintiffs' employment, Defendants willfully failed to pay Plaintiffs overtime wages as required by law. Specifically, Defendants capped Plaintiffs' recorded hours at 40 hours per week despite their working up to 46 hours, paid overtime hours in cash at a reduced rate of \$12.00 per hour instead of the legally required overtime premium rate, and failed to properly record and account for all overtime hours worked.

41. Defendants' failure to pay proper overtime wages was willful and deliberate, as evidenced by their systematic practice of paying overtime hours in cash at a reduced rate and manipulating time records to avoid paying overtime premiums.

42. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiffs are entitled to recover unpaid overtime wages, interest, reasonable attorneys' fees, and costs of suit.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197)**

3 **(Against All Defendants and DOES 1-10)**

4 43. Plaintiffs hereby incorporate by reference the allegations in the paragraphs above as
5 though fully set forth herein.

6 44. At all times herein mentioned, Labor Code sections 1194 and 1197 were in full force and
7 effect and were binding on Defendants. These statutes require employers to pay employees no less than
8 the minimum wage for all hours worked.

9 45. Throughout Plaintiffs' employment, Defendants willfully failed to pay Plaintiffs minimum
10 wages as required by law by paying varying rates between \$15.00 and \$17.00 per hour without
11 explanation or notice, paying overtime hours in cash at \$12.00 per hour, below the minimum wage, and
12 failing to compensate Plaintiffs for all hours worked.

13 46. Defendants' failure to pay minimum wages was willful and deliberate, as evidenced by
14 their systematic practice of paying sub-minimum wage rates for overtime hours and manipulating wage
15 rates without notice or justification.

16 47. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiffs are entitled to recover unpaid
17 minimum wages, liquidated damages in an amount equal to unpaid minimum wages, interest, reasonable
18 attorneys' fees, and costs of suit.

19 **FIFTH CAUSE OF ACTION**

20 **Failure to Pay All Wages Due Upon Separation (Labor Code §§ 201-203)**

21 **(Against All Defendants and DOES 1-10)**

22 48. Plaintiffs hereby incorporate by reference the allegations in the paragraphs above as
23 though fully set forth herein.

24 49. At all times herein mentioned, Labor Code sections 201-203 were in full force and effect
25 and were binding on Defendants. These statutes require employers to pay all wages due to an employee
26 immediately upon discharge or within 72 hours of resignation. Labor Code section 203(a) imposes a
27 penalty on employers who willfully fail to comply with these sections.
28

50. Defendants willfully failed to pay Plaintiffs all wages due upon termination of their employment, including but not limited to, regular wages, overtime wages, minimum wages, meal and rest period premium payments, and other earned but unpaid wages.

51. Despite Plaintiffs' multiple attempts to contact management regarding final wages, Defendants delayed payment for approximately two weeks after their termination date.

52. As a result of Defendants' willful failure to pay all wages due upon separation, Plaintiffs are entitled to waiting time penalties pursuant to Labor Code section 203, in an amount equal to their daily rate of pay for each day the wages remain unpaid, up to a maximum of thirty days.

SIXTH CAUSE OF ACTION

Failure to Pay Wages When Due (Labor Code § 204)

(Against All Defendants and DOES 1-10)

53. Plaintiffs hereby incorporate by reference the allegations in the paragraphs above as though fully set forth herein.

54. At all times herein mentioned, Labor Code section 204 was in full force and effect and was binding on Defendants. This statute requires employers to pay employees all wages earned on regular paydays designated in advance.

55. Throughout Plaintiffs' employment, Defendants willfully failed to pay wages when due, including at least three instances of late wage payments during their employment.

56. Defendants' failure to timely pay wages was willful and deliberate, as evidenced by their repeated delays in payment without explanation or justification.

57. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs have suffered and continue to suffer damages, including but not limited to, substantial losses in wages and other employment benefits.

58. Pursuant to Labor Code sections 210 and 218.5, Plaintiffs are entitled to recover civil penalties, unpaid wages, interest, reasonable attorneys' fees, and costs of suit.

1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226)**

3 **(Against All Defendants and DOES 1-10)**

4 59. Plaintiffs hereby incorporate by reference the allegations in the paragraphs above as
5 though fully set forth herein.

6 60. At all times herein mentioned, Labor Code section 226 was in full force and effect and
7 was binding on Defendants. This statute requires employers to provide employees with accurate itemized
8 wage statements containing specific information.

9 61. Throughout Plaintiffs' employment, Defendants knowingly and intentionally failed to
10 provide accurate itemized wage statements by failing to accurately record all hours worked, failing to
11 record overtime hours, failing to record cash payments for overtime work, failing to record meal and rest
12 period premiums, and failing to maintain accurate records of Plaintiffs' work hours and pay rates.

13 62. As a result of Defendants' unlawful conduct, Plaintiffs have suffered injury and damage
14 to their statutory rights.

15 63. Pursuant to Labor Code section 226(e), Plaintiffs are entitled to recover the greater of
16 actual damages or statutory penalties of fifty dollars (\$50) for the initial pay period in which a violation
17 occurred and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
18 (\$4,000), plus reasonable attorneys' fees and costs.

19 **EIGHTH CAUSE OF ACTION**

20 **Failure to Maintain Required Records (Labor Code § 1174)**

21 **(Against All Defendants and DOES 1-10)**

22 64. Plaintiffs hereby incorporate by reference the allegations in the paragraphs above as
23 though fully set forth herein.

24 65. At all times herein mentioned, Labor Code section 1174 was in full force and effect and
25 was binding on Defendants. This statute requires employers to maintain accurate payroll records showing
26 daily hours worked and wages paid to employees.

66. Throughout Plaintiffs' employment, Defendants willfully failed to maintain accurate records as required by law, including records of actual hours worked, records of overtime hours worked, records of meal and rest periods, records of cash payments, and records of varying pay rates.

67. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs have suffered and continue to suffer damages, including, but not limited to, substantial losses in wages and other employment benefits, all in an amount according to proof at time of trial.

68. Pursuant to Labor Code section 1174.5, Plaintiffs are entitled to recover civil penalties.

NINTH CAUSE OF ACTION

Failure to Provide Employment Records (Labor Code §§ 226(b), 1198.5)

(Against All Defendants and DOES 1-10)

69. Plaintiffs hereby incorporate by reference the allegations in the paragraphs above as though fully set forth herein.

70. At all times herein mentioned, Labor Code sections 226(b) and 1198.5 were in full force and effect and were binding on Defendants. These statutes require employers to provide employees with copies of employment records upon request.

71. In or around early March 2025, Plaintiffs, by and through counsel, sent preservation demand and records requests to Defendants.

72. Defendants failed to respond to these requests or provide the requested records within the statutory time period.

73. Defendants' failure to provide required employment records was willful and deliberate.

74. As a result of Defendants' unlawful conduct, Plaintiffs have suffered injury and damage to their statutory rights.

75. Pursuant to Labor Code sections 226(f) and 1198.5(k), Plaintiffs are entitled to recover statutory penalties and costs.

1 **TENTH CAUSE OF ACTION**

2 **Failure to Provide Written Notice of Pay Rate and Pay Day (Labor Code § 2810.5)**

3 **(Against All Defendants and DOES 1-10)**

4 76. Plaintiffs hereby incorporate by reference the allegations in the paragraphs above as
5 though fully set forth herein.

6 77. At all times herein mentioned, Labor Code section 2810.5 was in full force and effect and
7 was binding on Defendants. This statute requires employers to provide employees with written notice
8 containing specific employment information.

9 78. Defendants failed to provide Plaintiffs with written notice of the rate of pay and basis
10 thereof, allowances claimed as part of the minimum wage, regular payday designated by the employer,
11 the name of the employer and physical address of the employer's main office, the employer's telephone
12 number, and the name, address, and telephone number of the employer's workers' compensation
13 insurance carrier.

14 79. Defendants' failure to provide required written notice was willful and deliberate.

15 80. As a result of Defendants' unlawful conduct, Plaintiffs have suffered injury and damage
16 to their statutory rights.

17 81. Pursuant to Labor Code section 226(e), Plaintiffs are entitled to recover the greater of their
18 actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and one
19 hundred dollars (\$100) for each subsequent pay period, up to a maximum of four thousand dollars
20 (\$4,000), as well as reasonable attorneys' fees and costs.

21 **ELEVENTH CAUSE OF ACTION**

22 **Failure to Pay Reporting Time Pay (Labor Code § 203.1)**

23 **(Against All Defendants and DOES 1-10)**

24 82. Plaintiff hereby incorporates by reference the allegations in the paragraphs above as
25 though fully set forth herein.

26 83. At all times herein mentioned, Labor Code section 203.1 and the applicable Wage Order
27 were in full force and effect and were binding on Defendants.
28

84. Throughout Plaintiffs' employment, Defendants required Plaintiffs to text daily to check their work schedules, report to work with as little as 10 minutes notice, and work without a fixed schedule.

85. Defendants failed to provide reporting time pay as required by law when Plaintiffs reported to work as scheduled but were not put to work or furnished less than half of their usual or scheduled day's work.

86. As a result of Defendants' willful failure to pay all wages due, Plaintiffs are entitled to waiting time penalties pursuant to Labor Code section 203, in an amount equal to their regular daily rate of pay for each day the wages remain unpaid, up to a maximum of thirty days.

TWELFTH CAUSE OF ACTION

Failure to Reimburse Business Expenses (Labor Code § 2802)

(Against All Defendants and DOES 1-10)

87. Plaintiffs hereby incorporate by reference the allegations in the paragraphs above as though fully set forth herein.

88. At all times herein mentioned, Labor Code section 2802 was in full force and effect and was binding on Defendants. This statute requires employers to reimburse employees for necessary expenditures incurred in the discharge of their duties.

89. Defendants required Plaintiffs to use their personal cell phone to text daily to check their work schedule, communicate with management regarding scheduling, and receive work-related communications.

90. Defendants failed to reimburse Plaintiffs for these necessary business expenses.

91. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs have incurred unreimbursed business expenses.

92. Pursuant to Labor Code section 2802, Plaintiffs are entitled to reimbursement of all necessary expenditures, plus interest, reasonable attorneys' fees, and costs of suit.

1 **THIRTEENTH CAUSE OF ACTION**

2 **Violations of Health and Safety Standards (Labor Code §§ 6400, *et seq.*)**

3 **(Against All Defendants and DOES 1-10)**

4 93. Plaintiffs hereby incorporate by reference the allegations in the paragraphs above as
5 though fully set forth herein.

6 94. At all times herein mentioned, Labor Code sections 6400, *et seq.* were in full force and
7 effect and were binding on Defendants. These statutes require employers to maintain a safe and healthy
8 workplace.

9 95. Defendants failed to maintain a safe and healthy workplace by allowing rat and roach
10 infestations to persist in the workplace, failing to address known health and safety hazards, and failing to
11 implement proper health and safety protocols.

12 96. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs were forced
13 to work in unsafe and unsanitary conditions.

14 97. Plaintiffs are entitled to recover all available remedies under Labor Code sections 6400,
15 *et seq.*

16 **FOURTEENTH CAUSE OF ACTION**

17 **Civil Penalties Under Labor Code § 558.1**

18 **(Against Defendant Aviles and DOES 1-10)**

19 98. Plaintiffs hereby incorporate by reference the allegations in the paragraphs above as
20 though fully set forth herein.

21 99. At all times herein mentioned, Labor Code section 558.1 was in full force and effect and
22 was binding on Defendants. This statute provides that any employer or other person acting on behalf of
23 an employer who violates, or causes to be violated, any provision regulating minimum wages or hours
24 and days of work in any order of the Industrial Welfare Commission, or who violates, or causes to be
25 violated, Labor Code sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer
26 for such violation. This law extends liability beyond the corporate entity to those who actively participate
27 in or fail to prevent such violations.
28

1 107. These actions constitute unfair business practices in violation of Business and Professions
2 Code sections 17200, *et seq.*

3 108. As a result of Defendants' unfair business practices, Plaintiff has suffered injury in fact
4 and lost money or property.

5 109. Pursuant to Business and Professions Code section 17203, Plaintiff seeks restitution of all
6 benefits Defendants have received from their unfair and unlawful business practices.

7 **SIXTEENTH CAUSE OF ACTION**

8 **Civil Penalties Under PAGA (Labor Code §§ 2698, *et seq.*)**

9 **(Against All Defendants and DOES 1-10)**

10 110. Plaintiffs hereby incorporate by reference the allegations in the paragraphs above as
11 though fully set forth herein.

12 111. At all times herein mentioned, the Private Attorneys General Act ("PAGA"), Labor Code
13 sections 2698, *et seq.*, was in full force and effect and was binding on Defendants.

14 112. The Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698 and 2699, *et*
15 *seq.*, permits an aggrieved employee to recover civil penalties for Labor Code violations on behalf of
16 themselves, other employees, and the State of California.

17 113. Each Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2699(c)
18 because each of them was employed by Defendants during the applicable statutory period and suffered
19 numerous Labor Code violations as set forth in this complaint.

20
21 114. On March 6, 2025, Plaintiffs provided written notice to the Labor and Workforce
22 Development Agency and Defendants regarding Defendants' violations of the Labor Code pursuant to
23 Labor Code section 2699.3.

24 115. On April 17, 2025, Plaintiffs provided written supplemental notice to the Labor Workforce
25 Development Agency and Defendants regarding additional facts and

26 116. Plaintiffs, on behalf of themselves and other Aggrieved Employees, seek to recover civil
27 penalties pursuant to PAGA for the following violations of the Labor Code:

28 a. Violation of Labor Code §§ 1194, 1197, and 1197.1 for failure to pay minimum wages;

- b. Violation of Labor Code § 510 for failure to pay overtime wages;
- c. Violation of Labor Code § 226.7 and § 512 for failure to provide compliant meal periods;
- d. Violation of Labor Code § 226.7 for failure to provide compliant rest periods;
- e. Violation of Labor Code § 2802 for failure to reimburse necessary business expenses;
- f. Violation of Labor Code § 226(a) for failure to provide accurate itemized wage statements;
- g. Violation of Labor Code § 1174 for failure to maintain accurate payroll records;
- h. Violation of Labor Code § 2810.5 for failure to provide written notice of pay rates and pay days;
- i. Violation of Labor Code §§ 201-203 for failure to timely pay all wages due upon termination;
- j. Violation of Labor Code § 204 for failure to timely pay all wages during employment;
- k. Violation of Labor Code §§ 6400, et seq. for maintaining unsafe working conditions.

117. Throughout Plaintiffs' employment, Defendants willfully failed to pay minimum wages by paying Plaintiffs and other aggrieved employees varying rates between \$15.00 and \$17.00 per hour, falling below the required minimum wage of \$16.50 per hour, in violation of Labor Code §§ 1194, 1197, and 1197.1.

118. Defendants systematically failed to pay proper overtime wages by paying overtime hours in cash at approximately \$12.00 per hour, well below the required overtime rate, and by failing to accurately record overtime hours worked, in violation of Labor Code § 510.

119. Defendants maintained unlawful meal and rest period policies and practices in violation of Labor Code §§ 226.7 and 512 by: (a) failing to provide duty-free 30-minute meal periods; (b) failing to provide duty-free 10-minute rest periods for every four hours worked; (c) failing to provide required third rest breaks for shifts exceeding 10 hours; (d) failing to implement any written meal and rest period policy; and (e) actively preventing employees from taking breaks.

EXHIBIT A



March 6, 2025

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorney General Act (PAGA) – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Santos Aviles
Spirit of Texas BBQ LLC
29023 Rosewood Lane
Highland, CA 92346

Spirit of Texas BBQ LLC
1588 West Highland Avenue
San Bernardino, CA 92411

Re: Notice by Julyana Plancarte and Victoria Plancarte on Behalf of Themselves and all Other Aggrieved California Employees of Spirit of Texas BBQ LLC as Individuals and as Representatives of the State of California

Dear Labor and Workforce Development Agency and Spirit of Texas BBQ LLC:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code section 2698, *et seq.*, Julyana Plancarte and Victoria Plancarte (“Claimants”) intends to bring a civil action against Spirit of Texas BBQ LLC (“the Employer”), individually and on behalf of all other aggrieved employees. This letter serves as Claimants’ written notice pursuant to Labor Code section 2699.3(a)(1) providing the Labor and Workforce Development Agency (“LWDA”) the opportunity to investigate the allege claims contained herein of the specific provisions of the Labor Code allegedly violated by the Employer and the facts and theories in support of said allegations. This information contained herein is based on currently possessed information and belief.

If the LWDA does not intend to investigate the alleged violations, Claimants intend to file a representative civil action for PAGA penalties on behalf of themselves and all other aggrieved employees of the Employer and shall seek civil penalties under the PAGA. A copy of this Notice is being sent to the Employer by certified mail at the address above.

Identity of “Employees”

Claimants intend to pursue PAGA civil penalties on their own behalf and on the behalf of other current and former employees of the entities/individual referenced below who performed

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non-exempt work for said entities/individual and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. Said employees are limited to employees performing work for said entities/individuals at any time during one (1) year prior to the date of this PAGA Notice letter and continuing until the unlawful employment practices are stopped and/or a judgment is entered. Said employees are collectively hereinafter referred to as "Aggrieved Employees." The names of Aggrieved Employees (other than Claimant) are contained within the personnel records of the Employer.

Identity and Capacity of Employers/Joint Employers

Claimants intend to pursue a PAGA action against the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as "Employer" as well). Claimants will seek to hold all owners, directors, officers and managing agents of the Employer, personally liable for said violations to the extent permitted under Labor Code §558 and/or Labor Code §558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein and there exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities are, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Claimants will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

Violations/Supporting Facts and Theories

At all times herein, the Employer is a restaurant (e.g. "the Employer is a health insurance company.") located in San Bernardino, California. The Employer provides food service. The Employer operates within the State of California and have employed/jointly employed Employees (including Claimants) to perform work and services in furtherance of their business and joint enterprise interests.

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Claimants worked for the Employer from approximately January 2025 to February 2025 as servers/cashiers. During Claimants' employment, they and other aggrieved employees were not provided with the opportunity to take duty-free rest periods of 10-minutes for every four hours worked, as required by Labor Code §226.7(a). Furthermore, at times, Claimants worked shifts of ten or more hours without receiving a third rest break. Claimants were unable to take off-duty, uninterrupted meal periods of 30-minutes due to the demands of their job. The Employer failed to inform Claimants of their right to legally compliant, duty-free meal and rest periods and failed to provide a written meal and rest period policy to Claimants other Aggrieved Employees.

At all relevant times at least one year prior to the date of this Notice, the Employer subjected Claimants and other Aggrieved Employees to policies and practices caused the violations of the Labor Code as described herein. Claimants now seeks civil penalties on behalf of all Aggrieved Employees and the State of California based on the alleged violations of the Labor Code and applicable IWC Wage Order, including civil penalties pursuant to Labor Code section 558(a). Claimants' claims are set forth in further detail below.

For reasons set forth herein, Claimants alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of himself and all other non-exempt aggrieved employees of Employer:

1. Failure to Pay All Wages (Overtime and Minimum Wages);
2. Failure to Pay Reporting Time Wages;
3. Failure to Provide Meal and Rest Periods;
4. Failure to Reimburse Business Expenses;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Pay all Wages Due upon Separation;
7. Failure to Timely Pay Wages Due During Employment; and
8. Failure to Maintain Accurate Records.

The violations of the Employer, thus include, the following:

Failure to Pay All Wages (Overtime and Minimum Wages)

The Employer violated Labor Code sections 218, 500, 510, 1194, 1197, 1198, and the applicable Industrial Welfare Commission Wage Order, sections 3 and 4, by failing to pay Claimants and other Aggrieved Employees at least the minimum wage, and at times, the overtime wage required under the law, including hours worked during meal periods and work performed in excess of 8 hours per workday.

Claimants and other Aggrieved Employees regularly worked more than 8 hours per workday without receiving overtime compensation. Claimants and Aggrieved Employees working more than 40 hours in a workweek have not been paid time and one-half. To avoid paying overtime wages, the Employer paid Claimants in cash for any overtime hours worked. For example, the Employer paid Claimants \$60 for five (5) hours of overtime hours. The Employer failed to

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accurately record all hours worked, including overtime hours despite the fact that Claimants regularly worked over 8 hours per day.

The Employer's failure to pay Aggrieved Employees all wages in accordance with the Labor Code has been, in part, accomplished by wrongfully failing to include all the times that Employees worked in calculating Aggrieved Employees' wages during each pay-period that Employees were employed.

Furthermore, under California law, employers are obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer and includes all the time the employee is suffered or permitted to work, whether required to do so. The Employer failed to pay any wages, including overtime and minimum wages for work performed during meal periods.

Accordingly, Claimants now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Pay Reporting Time Pay

The applicable IWC Wage Order section 5(A) provides in pertinent part, "Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

California law requires employers, such as Spirit of Texas BBQ LLC to pay employees reporting time pay when employees are required to "report" to work. Courts have recognized several scenarios as sufficient "reporting for work," for purposes of triggering the requirement to pay reporting time pay, including physically showing up to work when the shift begins; logging into a device for remote work; calling in before the start of the shift; and starting out on the employee's commute to work.

Here, the Employer failed to pay reporting time wages because the Employer did not provide Claimants and Aggrieved Employees with advanced notice of their scheduled shifts. Instead, the Employer required Claimants and other Aggrieved Employees to text the Employer each day to see if they were scheduled to work that day. If the Employer informed Claimants and other Aggrieved Employees that they were on the schedule for that day, Claimants and other Aggrieved Employees are required to show up at work later that same day, essentially requiring Claimants and other Aggrieved Employees to be on-call for work each day. This on-call scheduling practice violates the applicable Wage Order, by placing a burden on Claimants and other Aggrieved Employees because they cannot use their time away from work to take other jobs, go to school, or make social plans. Therefore, the Employer failed to pay any reporting time pay to Claimants and other Aggrieved Employees.

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Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Meal and Rest Periods

Labor Code §512(a) states that an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Labor Code §226.7 prohibits employers from requiring employees to work during rest periods and mandates that employers pay premium wages for missed rest breaks. This section works in conjunction with the applicable Industrial Welfare Commission (IWC) Wage Order, section 12, which specifically outlines the requirements for rest periods.

Section 12(A) of the applicable IWC Wage Order requires employers to authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours.

Claimants and other Aggrieved Employees have been consistently denied statutory meal and rest period rights while working for the Employer due to the Employer's failure to inform Claimants and other Aggrieved Employees of their legal right to off-duty uninterrupted meal and rest periods. Claimants and other Aggrieved Employees were never provided with the opportunity to take legally compliant off-duty breaks on eligible shifts. The Employer did not have a formal written meal and rest period policy and failed to record meal periods.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Reimburse All Reasonable and Necessary Business-Related Expenses

Labor Code §2802(a) provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

Labor Code §2802(c) states that “[f]or purposes of [2802], the term ‘necessary expenditures or losses shall include all reasonable costs, including, but not limited to attorney’s fees incurred by the employee enforcing the rights granted by [2802].”

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Labor Code §2802 prohibits employers, such as Employers, from shifting their cost of doing business onto the employee. Labor Code §2802 states that employers must “indemnify” an employee for “all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.” An expense is considered “necessary” if it directly results from the employee’s performance of his or her work duties. An expense is also “necessary” if it occurs because the employee is following the directions given by the employer. The California Court of Appeal has held in *Cochran v. Schwan's Home Service, Inc.* that employers must reimburse employees for a reasonable percentage of their cell phone bills if they are required to use their personal phones for work-related calls, regardless of whether this causes the employee to incur any additional expenses.

“Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” Labor Code section 2804.

The Employer failed to comply with Labor Code §2802 and the applicable IWC Wage Order by failing to reimburse Claimants and other Aggrieved Employees, for necessary business-related expenses incurred in direct consequence of the discharge of their duties. Claimants and other non-exempt Aggrieved Employees were required to use their personal cell phones for work for texting the Employer each day about their work schedule and using the Gusto pay application, without receiving any reimbursement. As such, the Employer failed to reimburse Claimants and other non-exempt Aggrieved Employees for the costs incurred by employees in direct consequence of the discharge of their duties for Employers.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Timely Pay Wages Due During Employment

Per Labor Code §204, requires that employees such as Claimants be paid at a minimum of every two weeks “on days designated in advance by the employer as regular paydays.” There are very few exceptions to this rule. “Labor performed between the 1st and 15th days, inclusive of any calendar month shall be paid between the 16th and 26th day of the month during which the labor was performed, and labor which was performed between the 16th and the last day, inclusive of any calendar month shall be paid between the first and 10th day of the following month.”

Here, the Employer failed to pay Claimants and Aggrieved Employees by the time required by law. The Employer paid Claimants and Aggrieved Employees inconsistently, and frequently late. Claimants had to inquire about their wage payments and were told they’d be paid shortly, but were often not paid on time.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Timely Pay Wages Due Upon Separation of Employment

Per Labor Code §202, an employee who does not have a written agreement for a definite period of employment and who quits without giving prior notice, must be paid his or her wages within 72 hours. If the employee gives at least 72 hours' notice of his or her intention to quit, those wages must be paid at the time of quitting. An employee who quits must be paid at the office or agency of the employer in the county where the employee worked. An employee who quits without 72 hours' notice may request that his or her final wage payment be mailed to a designated address. The date of mailing will be considered the date of payment.

Labor Code §203(a) imposes a penalty on employers who willfully fail to pay any wages of an employee who is discharged or who quits. The penalty is the employee's daily wage rate for up to 30 days. This penalty continues to accrue until the wages are paid, or an action is commenced, for a maximum of 30 days. As detailed above, the Employer failed to pay all wages due and owed to Claimants and other Aggrieved Employees whose employment ended, triggering waiting time penalties under Labor Code §203.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Accurate Itemized Wage Statements

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer...; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Furthermore, Labor Code § 226(e)(2)(A) states: "An employee is deemed to suffer injury for purposes of this subdivision if the Employer fails to provide a wage statement."

Labor Code § 226.3 imposes an additional civil penalty on the Employers of \$250.00 per employee per violation of Labor Code § 226(a) in an initial citation and \$1,000.00 per employee for each violation in a subsequent citation. In addition, Labor Code § 226(e) imposes a penalty of 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 exceeding an aggregate penalty of \$4,000, and Claimants are entitled to an award of costs and reasonable attorney's fees.

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Here, the Employer has failed to provide accurate itemized wage statements to Claimants, in violation of Labor Code §226. The wage statements provided failed to accurately include all hours worked, including overtime hours, and all wages due and owed, including premium wages for meal and rest period violations.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Maintain Accurate Records

Labor Code §1174(d) requires every person, including Employers, employing labor in the state to “[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. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

Labor Code §1174.5 provides: “Any person employing labor who willfully fails to maintain the records required by subdivision (c) of §1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of §1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

Section 7(A) of the applicable IWC Wage Order provides: “Every employer shall keep accurate information with respect to each employee including the following: . . . (3) time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded.” Employers failed to accurately record the hours worked and meal periods for Claimant and other non-exempt aggrieved employees.

The Employer failed to maintain accurate payroll records for Claimants and other Aggrieved Employees showing the accurate hours worked and failed to record meal periods, as required under California law.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Civil Penalties for Violation of the Labor Code and IWC Wage Orders

Labor Code §558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in

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addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code §558.1(a) states: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Labor Code §558.1(b) expressly defines “other person acting on behalf of an employer” to include a “natural person who is an owner, director, officer, or managing agent of the employer.”

Labor Code §1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of \$100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and \$250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, Employers violated the IWC Wage Order regulating the hours and days of work, Labor Code §§510, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, Employers are liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Duties of Employer

Labor Code §1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. Employer violated this requirement by their failure to accurately record employee hours and wages owed for meal and rest period premiums and reporting time pay. Labor Code §1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of \$100 per pay period, per non-exempt aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code §1174(d). Furthermore, Claimant and all other aggrieved current and former non-exempt employees are entitled to collect 35% of the penalty imposed pursuant to §2699.

The Employer failed to accurately record meal periods and failed to record all accurate wages to be paid, as a result of the Employer’s policy of not paying meal and rest period premiums for non-compliant breaks.

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Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Attorneys' Fees, Costs, Interest and Penalties

Labor Code §§218.6, 226(e), 1194, 1194.2, and 2699, *et seq.*, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code §2699(m), aggrieved employees are entitled to collect 35% of the civil penalty assessment. Accordingly, Employers are liable for these items in addition to the unpaid wages. Claimants have already incurred in actual damages, costs and attorney's fees and will continue to incur costs because of the Employer's unlawful actions.

Conclusion

If the State of California intends to investigate the matters set forth herein, please inform our offices as soon as possible as prompt administrative action will permit the identified unlawful practices to be rectified in prompt fashion. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code section 2698, *et seq.* (PAGA), Claimants reserve the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs against Employer, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Very truly yours,

Laurel Employment Law APC



Marta Manus, Esq.

Marta@lauremploymentlaw.com

EXHIBIT B



April 16, 2025

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorney General Act (PAGA) – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Santos Aviles
Spirit of Texas BBQ LLC
29023 Rosewood Lane
Highland, California 92346

Spirit of Texas BBQ LLC
1588 West Highland Avenue
San Bernardino, California 92411

Re: SUPPLEMENTAL Notice by Julyana Plancarte and Victoria Plancarte on Behalf of Themselves and all Other Aggrieved California Employees of Spirit of Texas BBQ LLC as Individuals and as Representatives of the State of California

Dear Labor and Workforce Development Agency and Spirit of Texas BBQ LLC:

This office provided notice on March 6, 2025, of our intent to bring a civil action against Spirit of Texas BBQ LLC (“the Employer”), on behalf of Julyana Plancarte and Victoria Plancarte (“Claimants”), individually and on behalf of all other aggrieved employees, pursuant to the Labor Code Private Attorney General Act of 2004 (“PAGA”), California Labor Code section 2698 *et seq.* This letter serves as Claimants’ written *supplemental* notice pursuant to Labor Code section 2699.3(a)(1) providing the Labor and Workforce Development Agency (“LWDA”) the opportunity to investigate the alleged claims contained herein of the specific provisions of the Labor Code allegedly violated by the Employer and the facts and theories in support of said allegations. This information contained herein is based on currently possessed information and belief.

If the LWDA does not intend to investigate the alleged violations, Claimants intend to file a representative civil action for PAGA penalties on behalf of themselves and all other aggrieved employees of the Employer and shall seek civil penalties under the PAGA. A copy of this Supplemental Notice is being sent to the Employer by certified mail at the address above.

Identity of “Employees”

Claimants intend to pursue PAGA civil penalties on their own behalf and on the behalf of other current and former employees of the entities/individual referenced below who performed non-exempt work for said entities/individual and were either: 1) classified as a non-exempt employee

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or 2) should have been classified as a non-exempt employee. Said employees are limited to employees performing work for said entities/individuals at any time during one (1) year prior to the date of this PAGA Notice letter and continuing until the unlawful employment practices are stopped and/or a judgment is entered. Said employees are collectively hereinafter referred to as "Aggrieved Employees." The names of Aggrieved Employees (other than Claimant) are contained within the personnel records of the Employer.

Identity and Capacity of Employers/Joint Employers

Claimants intend to pursue a PAGA action against the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as "Employer" as well). Claimants will seek to hold all owners, directors, officers and managing agents of the Employer, personally liable for said violations to the extent permitted under Labor Code section 558 and/or Labor Code section 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein and there exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities are, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Claimants will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

Violations/Supporting Facts and Theories

At all times herein, the Employer is a restaurant (e.g. "the Employer is a health insurance company.") located in San Bernardino, California. The Employer provides food service. The Employer operates within the State of California and have employed/jointly employed Employees (including Claimants) to perform work and services in furtherance of their business and joint enterprise interests.

Claimants worked for the Employer from approximately January 2025 to February 2025 as

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Supplemental PAGA Notice

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servers/cashiers. During Claimants' employment, they and other aggrieved employees were not provided with the opportunity to take duty-free rest periods of 10-minutes for every four hours worked, as required by Labor Code section 226.7(a). Furthermore, at times, Claimants worked shifts of ten or more hours without receiving a third rest break. Claimants were unable to take off-duty, uninterrupted meal periods of 30-minutes due to the demands of their job. The Employer failed to inform Claimants of their right to legally compliant, duty-free meal and rest periods and failed to provide a written meal and rest period policy to Claimants other Aggrieved Employees.

At all relevant times at least one year prior to the date of this Notice, the Employer subjected Claimants and other Aggrieved Employees to policies and practices caused the violations of the Labor Code as described herein. Claimants now seeks civil penalties on behalf of all Aggrieved Employees and the State of California based on the alleged violations of the Labor Code and applicable IWC Wage Order, including civil penalties pursuant to Labor Code section 558(a). Claimants' claims are set forth in further detail below.

For reasons set forth herein, Claimants alleged in the original PAGA Notice the following violations of the Labor Code and applicable IWC Wage Order on behalf of themselves and all other non-exempt aggrieved employees of Employer:

1. Failure to Pay All Wages (Overtime and Minimum Wages);
2. Failure to Pay Reporting Time Wages;
3. Failure to Provide Meal and Rest Periods;
4. Failure to Reimburse Business Expenses;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Pay all Wages Due upon Separation;
7. Failure to Timely Pay Wages Due During Employment;
8. Failure to Maintain Accurate Records;

Claimants are supplementing their notice to allege the following causes of action:

1. Failure to Provide Meal Periods;
2. Failure to Provide Rest Periods;
3. Failure to Pay Overtime Wages;
4. Failure to Pay Minimum Wages;
5. Failure to Pay All Wages Due Upon Separation;
6. Failure to Pay Wages When Due;
7. Failure to Provide Accurate Itemized Wage Statements;
8. Failure to Maintain Required Records;
9. Failure to Provide Employment Records;

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10. Failure to Provide Written Notice of Pay Rate and Pay Day;
11. Failure to Pay Reporting Time Pay;
12. Failure to Reimburse Business Expenses;
13. Violations of Health and Safety Standards;
14. Civil Penalties Under Labor Code 558.1.

The violations of the Employer, thus include, all of the following:

Failure to Pay All Wages (Overtime and Minimum Wages)

The Employer violated Labor Code sections 218, 500, 510, 1194, 1197, 1198, and the applicable Industrial Welfare Commission Wage Order, sections 3 and 4, by failing to pay Claimants and other Aggrieved Employees at least the minimum wage, and at times, the overtime wage required under the law, including hours worked during meal periods and work performed in excess of 8 hours per workday.

Claimants and other Aggrieved Employees regularly worked more than 8 hours per workday without receiving overtime compensation. Claimants and Aggrieved Employees working more than 40 hours in a workweek have not been paid time and one-half. To avoid paying overtime wages, the Employer paid Claimants in cash for any overtime hours worked. For example, the Employer paid Claimants \$60 for five (5) hours of overtime hours. The Employer failed to accurately record all hours worked, including overtime hours despite the fact that Claimants regularly worked over 8 hours per day.

The Employer's failure to pay Aggrieved Employees all wages in accordance with the Labor Code has been, in part, accomplished by wrongfully failing to include all the times that Employees worked in calculating Aggrieved Employees' wages during each pay-period that Employees were employed.

Furthermore, under California law, employers are obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer and includes all the time the employee is suffered or permitted to work, whether required to do so. The Employer failed to pay any wages, including overtime and minimum wages for work performed during meal periods.

Accordingly, Claimants now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Pay Reporting Time Pay

The applicable IWC Wage Order section 5(A) provides in pertinent part, "Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

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California law requires employers, such as Spirit of Texas BBQ LLC to pay employees reporting time pay when employees are required to “report” to work. Courts have recognized several scenarios as sufficient “reporting for work,” for purposes of triggering the requirement to pay reporting time pay, including physically showing up to work when the shift begins; logging into a device for remote work; calling in before the start of the shift; and starting out on the employee’s commute to work.

Here, the Employer failed to pay reporting time wages because the Employer did not provide Claimants and Aggrieved Employees with advanced notice of their scheduled shifts. Instead, the Employer required Claimants and other Aggrieved Employees to text the Employer each day to see if they were scheduled to work that day. If the Employer informed Claimants and other Aggrieved Employees that they were on the schedule for that day, Claimants and other Aggrieved Employees are required to show up at work later that same day, essentially requiring Claimants and other Aggrieved Employees to be on-call for work each day. This on-call scheduling practice violates the applicable Wage Order, by placing a burden on Claimants and other Aggrieved Employees because they cannot use their time away from work to take other jobs, go to school, or make social plans. Therefore, the Employer failed to pay any reporting time pay to Claimants and other Aggrieved Employees.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Meal and Rest Periods

Labor Code section 512(a) states that an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Labor Code section 226.7 prohibits employers from requiring employees to work during rest periods and mandates that employers pay premium wages for missed rest breaks. This section works in conjunction with the applicable Industrial Welfare Commission (IWC) Wage Order, section 12, which specifically outlines the requirements for rest periods.

Section 12(A) of the applicable IWC Wage Order requires employers to authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours.

Claimants and other Aggrieved Employees have been consistently denied statutory meal and rest period rights while working for the Employer due to the Employer’s failure to inform Claimants and other Aggrieved Employees of their legal right to off-duty uninterrupted meal and rest periods. Claimants and other Aggrieved Employees were never provided with the opportunity to take

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legally compliant off-duty breaks on eligible shifts. The Employer did not have a formal written meal and rest period policy and failed to record meal periods.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Reimburse All Reasonable and Necessary Business-Related Expenses

Labor Code section 2802(a) provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

Labor Code section 2802(c) states that “[f]or purposes of [2802], the term ‘necessary expenditures or losses shall include all reasonable costs, including, but not limited to attorney’s fees incurred by the employee enforcing the rights granted by [2802].”

Labor Code section 2802 prohibits employers, such as Employers, from shifting their cost of doing business onto the employee. Labor Code section 2802 states that employers must “indemnify” an employee for “all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.” An expense is considered “necessary” if it directly results from the employee’s performance of his or her work duties. An expense is also “necessary” if it occurs because the employee is following the directions given by the employer. The California Court of Appeal has held in *Cochran v. Schwan's Home Service, Inc.* that employers must reimburse employees for a reasonable percentage of their cell phone bills if they are required to use their personal phones for work-related calls, regardless of whether this causes the employee to incur any additional expenses.

“Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” Labor Code § 2804.

The Employer failed to comply with Labor Code section 2802 and the applicable IWC Wage Order by failing to reimburse Claimants and other Aggrieved Employees, for necessary business-related expenses incurred in direct consequence of the discharge of their duties. Claimants and other non-exempt Aggrieved Employees were required to use their personal cell phones for work for texting the Employer each day about their work schedule and using the Gusto pay application, without receiving any reimbursement. As such, the Employer failed to reimburse Claimants and other non-exempt Aggrieved Employees for the costs incurred by employees in direct consequence of the discharge of their duties for Employers.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

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Failure to Timely Pay Wages Due During Employment

Per Labor Code section 204, requires that employees such as Claimants be paid at a minimum of every two weeks “on days designated in advance by the employer as regular paydays.” There are very few exceptions to this rule. “Labor performed between the 1st and 15th days, inclusive of any calendar month shall be paid between the 16th and 26th day of the month during which the labor was performed, and labor which was performed between the 16th and the last day, inclusive of any calendar month shall be paid between the first and 10th day of the following month.”

Here, the Employer failed to pay Claimants and Aggrieved Employees by the time required by law. The Employer paid Claimants and Aggrieved Employees inconsistently, and frequently late. Claimants had to inquire about their wage payments and were told they’d be paid shortly, but were often not paid on time.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Timely Pay Wages Due Upon Separation of Employment

Per Labor Code section 202, an employee who does not have a written agreement for a definite period of employment and who quits without giving prior notice, must be paid his or her wages within 72 hours. If the employee gives at least 72 hours’ notice of his or her intention to quit, those wages must be paid at the time of quitting. An employee who quits must be paid at the office or agency of the employer in the county where the employee worked. An employee who quits without 72 hours’ notice may request that his or her final wage payment be mailed to a designated address. The date of mailing will be considered the date of payment.

Labor Code section 203(a) imposes a penalty on employers who willfully fail to pay any wages of an employee who is discharged or who quits. The penalty is the employee’s daily wage rate for up to 30 days. This penalty continues to accrue until the wages are paid, or an action is commenced, for a maximum of 30 days. As detailed above, the Employer failed to pay all wages due and owed to Claimants and other Aggrieved Employees whose employment ended, triggering waiting time penalties under Labor Code section 203.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Accurate Itemized Wage Statements

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be

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aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer...; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Furthermore, Labor Code section 226(e)(2)(A) states: “An employee is deemed to suffer injury for purposes of this subdivision if the Employer fails to provide a wage statement.”

Labor Code section 226.3 imposes an additional civil penalty on the Employers of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000.00 per employee for each violation in a subsequent citation. In addition, Labor Code section 226(e) imposes a penalty of 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 exceeding an aggregate penalty of \$4,000, and Claimants are entitled to an award of costs and reasonable attorney’s fees.

Here, the Employer has failed to provide accurate itemized wage statements to Claimants, in violation of Labor Code section 226. The wage statements provided failed to accurately include all hours worked, including overtime hours, and all wages due and owed, including premium wages for meal and rest period violations.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Maintain Accurate Records

Labor Code section 1174(d) requires every person, including Employers, employing labor in the state to “[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. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

Labor Code section 1174.5 provides: “Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).”

Section 7(A) of the applicable IWC Wage Order provides: “Every employer shall keep accurate information with respect to each employee including the following: . . . (3) time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total

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daily hours worked shall also be recorded.” Employers failed to accurately record the hours worked and meal periods for Claimant and other non-exempt aggrieved employees.

The Employer failed to maintain accurate payroll records for Claimants and other Aggrieved Employees showing the accurate hours worked and failed to record meal periods, as required under California law.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Written Notice of Pay Rate and Pay Day

Labor Code section 2810.5 requires employers to provide employees with written notice containing specific employment information. Defendants failed to provide Plaintiffs with written notice of the rate of pay and basis thereof, allowances claimed as part of the minimum wage, regular payday designated by the employer, the name of the employer and physical address of the employer's main office, the employer's telephone number, and the name, address, and telephone number of the employer's workers' compensation insurance carrier.

Accordingly, Claimant now seeks civil penalties pursuant to PAGA on behalf of all Aggrieved Employees based on the alleged Labor Code violations.

Violations of Health and Safety Standards

Labor Code sections 6400, *et seq.*, require employers to maintain a safe and healthy workplace. Defendants failed to maintain a safe and healthy workplace by allowing rat and roach infestations to persist in the workplace, failing to address known health and safety hazards, and failing to implement proper health and safety protocols.

Accordingly, Claimants now seek *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code.

Civil Penalties for Violation of the Labor Code and IWC Wage Orders

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Labor Code section 558.1(b) expressly defines “other person acting on behalf

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of an employer” to include a “natural person who is an owner, director, officer, or managing agent of the employer.”

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of \$100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and \$250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, Employers violated the IWC Wage Order regulating the hours and days of work, Labor Code sections 510, 1197, and 1198, and caused the employees to be paid less than the minimum set by the IWC Wage Order. As a result, Employers are liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

Accordingly, Claimants now seeks *civil penalties* pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Attorneys’ Fees, Costs, Interest and Penalties

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.*, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney’s fees, and costs of suit.

Pursuant to Labor Code section 2699(m), aggrieved employees are entitled to collect 35% of the civil penalty assessment. Accordingly, Employers are liable for these items in addition to the unpaid wages. Claimants have already incurred in actual damages, costs and attorneys’ fees and will continue to incur costs because of the Employer’s unlawful actions.

Conclusion

If the State of California intends to investigate the matters set forth herein, please inform our offices as soon as possible as prompt administrative action will permit the identified unlawful practices to be rectified in prompt fashion. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code section 2698, *et seq.* (PAGA), Claimants reserve the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs against Employer, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Very truly yours

Laurel Employment Law APC

A handwritten signature in black ink, appearing to read 'Michiko', followed by a long horizontal line.

Michiko Vartanian, Esq.

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