

April 4, 2025

PAGA NOTICE FILED ELECTRONICALLY

Re: Notice Letter on Behalf of YVETTE GONZALEZ, ROSA GUZMAN, MARGARITA GONZALEZ, JORGE BERROTERAN and Aggrieved Employees Under California Labor section 2699.3

Employer: PEAK CALIFORNIA RESTAURANT GROUP, LLC
1778 N. Plano Road, Suite 100
Richardson, TX 75081

PEAK RESTAURANT PARTNERS, LLC dba iHop
PO Box 71545
Salt Lake City, Utah
84171

Becky DeGeorge, as Agent for Service of Process
1505 Corporation CSC- Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations. This PAGA Notice concerns YVETTE GONZALEZ, ROSA GUZMAN, MARGARITA GONZALEZ, and JOSE BERROTERAN’s (“Employee(s)”) employment with Employees’ former employer: PEAK CALIFORNIA RESTAURANT GROUP, LLC and PEAK RESTAURANT PARTNERS, LLC dba iHop (“Employer”). Employee YVETTE GONZALEZ was employed as non-exempt employees of Employer, at without limitation 3401 Klose Way, Richmond, CA 94806, with duties that included, but were not limited to, taking to-go orders and serving customers, from approximately April of 2021 through the present. Employee ROSA GUZMAN was employed as non-exempt employees of Employer, at without limitation 3401 Klose Way, Richmond, CA 94806, with duties that included, but were not limited to, serving customers, preparing restaurant tables, greeting customers, and assisting with beverages from approximately October of 2017 through the present. Employee MARGARITA GONZALEZ was employed as non-exempt employees of Employer, at without limitation 3401 Klose Way, Richmond, CA 94806, with duties that included, but were not limited to, serving customers, from approximately October of 2016 through the present. Employee JORGE BERROTERAN was employed as non-exempt employees

of Employer, at without limitation 3401 Klose Way, Richmond, CA 94806, with duties that included, but were not limited to, cooking food orders, from approximately December of 2010 through the present. Employees seek to represent non-exempt employees of Employer, and each of them, as further set forth below. All employees that Employees seek to represent, as detailed in this Paragraph, shall be referred to as “Aggrieved Employees”. Moreover, the allegations herein shall encompass the “PAGA Period”, which shall refer to three years preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Employees and other Aggrieved Employees personally suffered Employer’s violations of the Labor Code section 510 and applicable Wage Orders. Employees are informed and believe, and based thereon alleges, that Employer had and has a policy or practice of requiring its Employees and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to suffer under Employer’s control due to, without limitation: As to Employees YVETTE GONZALEZ, ROSA GUZMAN, and MARGARITA GONZALEZ, to greet customers, perform work duties before and after clocking in, and to receive phone calls off the clock; and as to Employee JOSE BERROTERAN, he was instructed by management to clock out and continue performing work duties, and to don and doff uniforms off the clock. In addition, Employer failed to pay at the proper overtime include all forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay. Moreover, from the information provided by Employer, it appears that, at least for a portion of time, Employer failed to pay for all time clocked in by Employees and Aggrieved Employees because of, although unclear from the time and pay records shown, editing and/or manipulation of time entries to show less hours than actually worked. These practices were all to the detriment of Employees and other Aggrieved Employees. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 223, 551, 552, 1194, 1198, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages, including, without limitation, unpaid overtime wages each day worked by each Aggrieved Employee during the PAGA Period. Employees are further informed and believe, and based thereon allege, that Employer’s conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege, that Employer had and has a practice or policy of failing to compensate Employees and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer’s control each day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually

worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to suffer under Employer's control due to, without limitation: As to Employees YVETTE GONZALEZ, ROSA GUZMAN, and MARGARITA GONZALEZ, to greet customers, perform work duties before and after clocking in, and to receive phone calls off the clock; and as to Employee JOSE BERROTERAN, he was instructed by management to clock out and continue performing work duties, and to don and doff uniforms off the clock. Moreover, from the information provided by Employer, it appears that, at least for a portion of time, Employer failed to pay for all time clocked in by Employees and Aggrieved Employees because of, although unclear from the time and pay records shown, either editing and/or manipulation of time entries to show less hours than actually worked. As such, Employees are informed and believe, and based thereon allege, that Employer violated, without limitation, Labor Code sections 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, that Employees and other Aggrieved Employees personally suffered these violations, and that Employees and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for work each day for each Aggrieved Employee in the PAGA Period. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege, that Employer had and has a policy or practice of compelling its Employees and other Aggrieved Employees during the PAGA Period to every day work in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, each workday, without limitation as follows: As to YVETTE GONZALEZ, by interrupting meal periods; not providing timely meal periods; failing to provide first meal periods; providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes; as to Employee ROSA GUZMAN, by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes; as to Employee MARGARITA GONZALEZ, by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; and providing short meal periods; and as to Employee JOSE BERROTERAN by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes due to walking time; time spent having to wait in line to clock back in; and having to don and doff uniforms. Employees and other Aggrieved Employees personally suffered these violations. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay

at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege, that Employer maintains policies or practices of compelling Employees and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employees and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: As to YVETTE GONZALEZ, by failing to provide rest periods all together; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, due to walking time; and having to retrieve and store personal belongings during the rest period; as to Employee ROSA GUZMAN, by failing to provide rest periods all together; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, due to walking time; requiring that they be bundled together and/or with meal periods; and interrupting them; as to Employee MARGARITA GONZALEZ, by failing to provide rest periods all together; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, due to having to retrieve and store personal belongings during the rest period, requiring that they be bundled together and/or with meal periods; and interrupting them; and as to Employee JOSE BERROTERAN by failing to provide rest periods all together; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, due to walking time; and time spent having to don and doff uniforms during the rest period. Employees and other Aggrieved Employees personally suffered these violations. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employees are informed and believe that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections

226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

In addition to the above, Employees are informed and believe, and based thereon allege that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee YVETTE GONZALEZ and other Aggrieved Employees upon request February 20, 2025 in violation of these Labor Code sections. Employees and the Aggrieved Employees personally suffered these violations, which in turn would entitle Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Both independently and as a result of, among other things, Employer's herein-described policies or practices, Employer also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 226 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employees and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. However, Employees are informed and believe that those penalties under Labor Code section 226 were not paid for these violations of Labor Code sections 226. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon alleges, that Employer, both independently and for the reasons stated above, also willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Employees and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and vacation pay and paid time off (in violation of Labor Code section 227.3). Employee YVETTE GONZALEZ states under information and belief because Employer failed to provide the requested records under Labor Code section 226; and all premium pay owed. Consequently, Employees are informed and believe, and based thereon allege, that Employer violated Labor Code sections 201, 202, 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employees and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Because Employer refused to provide Employee YVETTE GONZALEZ's personnel file on February 20, 2025, Employee YVETTE GONZALEZ is unable to provide specifics regarding the exact documents, and language therein, that Employee YVETTE GONZALEZ was required to sign. Nevertheless, Employee YVETTE GONZALEZ recalls, and thus Employee YVETTE GONZALEZ is informed and believes, and based thereon alleges, that Employer required or requires the execution of a release of claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, including, without limitation, as a condition of being paid, to execute a statement of the hours worked during a pay period in which Employer knew to be false. As such, Employee YVETTE GONZALEZ is informed and believes, and based thereon alleges that Employer violated Labor Code sections 206.5 and 1198, and that Employee YVETTE GONZALEZ and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Because Employer refused to provide Employee YVETTE GONZALEZ's personnel file on February 20, 2025, Employee YVETTE GONZALEZ is unable to provide specifics regarding the exact documents, and language therein, that Employee YVETTE GONZALEZ was required to sign. Nevertheless, Employee YVETTE GONZALEZ recalls, and thus Employee YVETTE GONZALEZ is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee YVETTE GONZALEZ and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including

any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee YVETTE GONZALEZ is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee YVETTE GONZALEZ is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Employee YVETTE GONZALEZ is informed and believes that Employer violated Labor Code sections 1198 and 2810.5. Employee and other Aggrieved Employees personally suffered these violations. Employee YVETTE GONZALEZ further informed and believes, and based thereon alleges, that Employer’s conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employees and other Aggrieved Employees, with their costs incurred as follows: As to Employee YVETTE GONZALEZ, for the purchase and maintenance of cellular phones and cellular phone plans; as to Employee ROSA GUZMAN, for the purchase and maintenance of cellular phones and cellular phone plans; as to Employee MARGARITA GONZALEZ, for purchasing uniforms, separately laundering mandatory uniforms, and for the purchase and maintenance of cellular phones and cellular phone plans; and as to Employee JOSE BERROTERAN, for purchasing uniforms, separately laundering mandatory uniforms, and for the purchase and maintenance of cellular phones and cellular phone plans, as required by Labor Code sections 2800 and 2802, and other statutory and common law offenses. As a result, Employees and other Aggrieved Employees have personally suffered these violations and Employer are liable to reimburse Employees and other Aggrieved Employees for these costs incurred in furtherance of work duties. Employees are further informed and believe, and based thereon alleges, that Employer’s conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are further informed and believe, and based thereon allege, that Employer has or had a policy or practice of failing to provide Employees and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employees are further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employees are further informed and believe that Employer also did not permit its use upon request by Employees and other

Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Employees are additionally informed and believe that the notice requirement of Labor Code sections 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employees are thus informed and believe that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employees and other Aggrieved Employees have personally suffered violations under these sections and Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees are informed and believe, and based thereon allege that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employees are informed and believe and based thereon allege that Employer did not and do not pay Employees and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198 due to, among other things, the violations set forth above, the derivative nature of which is an implicit consequence of the rationale in *Camp v. Home Depot USA, Inc.* (2022) 84 Cal.App.5th 638. As such, Employees are informed and believe, and based thereon allege that Employer violated Labor Code section 204 and that Employees and other Aggrieved Employees have personally suffered these violations. Employees are further informed and believe, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employees YVETTE GONZALEZ, ROSA GUZMAN, and MARGARITA GONZALEZ are informed and believe, and based thereon allege, that Employer has or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Employees YVETTE GONZALEZ, ROSA GUZMAN, and MARGARITA GONZALEZ and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Employees YVETTE GONZALEZ, ROSA GUZMAN, and MARGARITA GONZALEZ and/or Aggrieved Employees on account of a gratuity, or required Employees YVETTE GONZALEZ, ROSA GUZMAN, and MARGARITA GONZALEZ and/or Aggrieved Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Employees YVETTE GONZALEZ, ROSA GUZMAN, and MARGARITA GONZALEZ and/or Aggrieved Employees from the Employer. In addition, Employees YVETTE GONZALEZ, ROSA GUZMAN, and MARGARITA GONZALEZ are

informed and believe, and based thereon allege, that Employer permits and/or permitted patrons to pay gratuities by credit card but failed to pay Employees YVETTE GONZALEZ, ROSA GUZMAN, and MARGARITA GONZALEZ and/or Aggrieved Employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit card payment processing fees that may be charged to the employer by the credit card company by not later than the regular payday following the date the patron authorized the credit card. In addition, Employer failed to keep accurate records of all gratuities received by Employer and made those open to inspection at all reasonable hours. Employees YVETTE GONZALEZ, ROSA GUZMAN, and MARGARITA GONZALEZ are informed and believe that this has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Employees YVETTE GONZALEZ, ROSA GUZMAN, and MARGARITA GONZALEZ and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employees YVETTE GONZALEZ, ROSA GUZMAN, and MARGARITA GONZALEZ are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Once again, Employer did not provide Employee YVETTE GONZALEZ with the documents Employee signed to obtain or maintain employment in violation of Labor Code sections 1198.5 and 432. However, based on memory, Employees are informed and believes, and based thereon alleges, that Employer, including its agents, managers, superintendents, and/or officers, required Employees and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, terms known to be illegal in purported arbitration agreements, purported confidentiality agreements, or purported release agreements, and other written documents presented for signature and/or assent to Employees and/or Aggrieved Employees by Employer. Employer also required Employees and Aggrieved Employees to inform prospective employers of Employer's restrictions of Employees' and Aggrieved Employees' freedom to work. As a result, Employees are informed and believe that Employer violated Labor Code sections 432.5 and 1198. As such, Employees are informed and believe, and based thereon alleges, that Employees and other Aggrieved Employees personally suffered these violations, and that Employer violated, without limitation, Labor Code section 432.5 and Government Code section 12952, entitling Employees and other Aggrieved Employees to damages. Employees are further informed and believe, and based thereon allege, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to

cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

If within 5 years of any of violations described above, the LWDA or a court has issued a finding or determination to the Employer that its policy or practice giving rise to such violations was unlawful, Employer would be further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). To the extent Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, Employer would thus be subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employees may immediately thereafter file a civil complaint against Employer to allege causes of

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California Labor and Workforce Development Agency
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action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ Beth A. Christopher

Beth A. Christopher

cc: PEAK CALIFORNIA RESTAURANT GROUP, LLC
(via U.S. Certified Mail, Return Receipt Requested)

Becky DeGeorge, as Agent for Service of Process
(via U.S. Certified Mail, Return Receipt Requested)

PEAK RESTAURANT PARTNERS, LLC, dba iHop
(via U.S. Certified Mail, Return Receipt Requested)