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June 5, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Justin Williams v. Akuranvyka USA, Inc. dba Curry Up Now, et al.*

Dear PAGA Administrator:

This office represents Justin Williams in connection with his claims under the California Labor Code. Mr. Williams was an employee of AKURANVYKA USA, INC. and/or CUN-129 S B LLC. For the purpose of this letter, Mr. Williams collectively refers to these entities as "CUN."

The employers may be contacted directly at the addresses below:

AKURANVYKA USA, INC.
800 AIRPORT BLVD, SUITE 411
BURLINGAME, CA 94010

CUN-129 S B LLC
800 AIRPORT BLVD, SUITE 411
BURLINGAME, CA 94010

CUN-129 S B LLC
129 S B STREET
SAN MATEO, CA 94401

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

CUN employed Mr. Williams as an hourly paid, non-exempt employee from approximately April 2023 to June 2024. Mr. Williams worked for CUN as a Bartender at its Curry Up Now restaurant located in San Mateo, California (129 S B Street, San Mateo, California 94401). During his employment, Mr. Williams typically worked seven (7) or more hours per day, and five (5) days per week. At the time Mr. Williams's employment with CUN ended, he earned approximately \$19.00 per hour. His job duties included, without limitation, preparing and serving drinks; cleaning

stocking, opening, and closing the bar; communicating with management; and writing nightly reports.

CUN has committed each of the following Labor Code violations against Mr. Williams, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

CUN’s Company-Wide and Uniform Payroll and HR Practices

AKURANVYKA USA, INC. is a California corporation, while CUN-129 S B LLC is a California limited liability company. Together, they own and operate a chain of Curry Up Now restaurants, with approximately seven (7) restaurants in California. Upon information and belief, CUN maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Burlingame, California, for all non-exempt, hourly paid employees working for CUN in California, including Mr. Williams and other aggrieved employees. At all relevant times, CUN issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Williams and other aggrieved employees, regardless of their location or position.

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

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

¹ These facts, theories, and claims are based on Mr. Williams’s experience and counsel’s review of those records currently available relating to Mr. Williams’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Williams reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

CUN willfully failed to pay all overtime wages owed to Mr. Williams and other aggrieved employees. During the relevant time period, Mr. Williams and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, CUN had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Williams and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled with CUN's use of labor budgets and assignment of heavy workloads (*see infra*), led Mr. Williams and other aggrieved employees to work off-the-clock after their scheduled shift times. Indeed, CUN implemented a timekeeping system that prevented employees from clocking out past their scheduled shift end time so that they were prohibited from recording the entire time worked after the end of their scheduled shifts. Consequently, on information and belief, Mr. Williams and other aggrieved employees performed work after their shifts, but were unable to record this time. For example, Mr. Williams regularly worked after his shifts for up to one (1) hour completing tasks such as cleaning, closing the bar, and writing daily reports. Upon information and belief, Mr. Williams reported this additional time worked to CUN's management, but they only recorded his scheduled shift times instead of his actual time worked. Thus, Mr. Williams would work but was not permitted to remain clocked in and record this time spent working.

Further, CUN's management required that Mr. Williams and other aggrieved employees attend staff meetings off the clock. For example, either on his days off or prior to clocking in for his shifts, Mr. Williams attended 8-10 staff meetings throughout his employment. These meetings would take up to one (1) hour, and occasionally Mr. Williams was required to travel up to one (1) hour one way to other restaurant locations either in San Jose, California, or San Ramon, California, to attend them. Mr. Williams was not paid for the time he spent traveling to and from these meetings nor for the time spent attending meetings. As a further example, CUN's management required Mr. Williams to attend to work-related phone communications on his personal cellphone, and Mr. Williams took about one (1) hour per day reading, reviewing, and responding to messages; however, CUN did not compensate him for this time. Thus, CUN failed to track the time Mr. Williams and other aggrieved employees spent working before and after their scheduled shifts, and Mr. Williams and other aggrieved employees received no compensation for this time.

Second, during the relevant time period, CUN had, and continues to have, a company-wide policy of strictly staffing its restaurant locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. This practice of labor budgeting and/or limited payroll allocation resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customer demand. Moreover, Defendants had a company-wide policy and/or practice of failing to schedule meal periods, which further caused Mr. Williams and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Mr. Williams and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Williams and other aggrieved employees were required to work through or return early from meal periods due to the heavy workload and understaffing. As a further example, Mr. Williams would regularly have his meal periods interrupted and/or shortened to return to work, due to the lack of coverage.

Consequently, Mr. Williams and other aggrieved employees performed work during meal periods for which they were not paid.

Third, CUN had, and continues to have, a company-wide policy and/or practice of requiring employees to carry their personal mobile devices, including, but not limited to cellular phones, to communicate with management and other employees at all times, including during unpaid meal periods. CUN expected that Mr. Williams and other aggrieved employees respond to communications promptly to discuss work-related matters. For example, Mr. Williams had his meal periods interrupted by other employees asking him work-related questions or for his assistance. However, CUN did not compensate Mr. Williams and other aggrieved employees for the time they spent communicating with management regarding work-related issues during meal periods while off-the-clock.

Fourth, on information and belief, because CUN frowned upon employees accruing meal period premiums, CUN's management pressured employees to clock out for meal periods, on threat of discipline, and/or adjusted their time records to reflect compliant meal periods regardless of whether they had received a compliant meal period or not. In addition, CUN's company-wide timekeeping system prevented Mr. Williams and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Williams and other aggrieved employees once they clocked out for a meal period, and did not permit them to clock back in from a meal period before 30 minutes elapsed. Thus, CUN did not record all hours worked during meal periods, and Mr. Williams and other aggrieved employees performed work during meal periods for which they were not paid.

CUN knew or should have known that as a result of these company-wide practices and/or policies, Mr. Williams and other aggrieved employees were performing assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Williams and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

CUN's failure to pay Mr. Williams and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CUN into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11050(2)(M) (defining "Hours Worked").

As set forth above, as a result of CUN's policy of limiting the amount of overtime employees could accrue, pursuant to its labor budget practices, CUN required Mr. Williams and other aggrieved employees to perform work off-the-clock. As stated, due to CUN's implementation of a timekeeping system that prevented employees from clocking out past their scheduled shift end time, Mr. Williams and other aggrieved employees were prevented from recording the entire time worked after their scheduled shifts, completing duties such as cleaning, closing the bar, and writing daily reports, and thus were not paid for this time. Furthermore, CUN required Mr. Williams and other aggrieved employees to work off-the-clock before their scheduled shifts or on days off and travel to other CUN's restaurant locations and to attend meetings. However, CUN failed to track all of this time Mr. Williams and other aggrieved employees spent working off-the-clock, and thus, Mr. Williams and other aggrieved employees received no compensation for this time.

Moreover, as stated above, due to CUN's policies and/or practices of utilizing labor budgets, understaffing its locations, assigning heavy workloads, failing to schedule meal periods, and requiring employees to respond to phone communications at all times, Mr. Williams and other aggrieved employees were forced to forgo meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Also, as stated, in order to prevent employees from accruing meal period premiums, upon information and belief, CUN's management pressured employees to record compliant meal periods and/or adjusted their time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. In addition, as stated, CUN's company-wide timekeeping system prevented Mr. Williams and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Williams and other aggrieved employees for a full 30 minutes. Thus, CUN systematically failed to pay Mr. Williams and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

CUN did not pay at least minimum wages for all hours worked by Mr. Williams and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CUN did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, CUN regularly failed to pay at least minimum wages to Mr. Williams and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CUN into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law,

first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (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.

First, as stated above, on information and belief, CUN had, and continues to have, a company-wide policy and/or practice of understaffing its locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads and a failure to schedule meal periods, has resulted in a lack of meal period coverage and prevented Mr. Williams and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result of this lack of meal period coverage, Mr. Williams and other aggrieved employees were not always afforded thirty (30) minute meal periods during shifts when they were entitled to receive a meal period. Mr. Williams and other aggrieved employees were required to continue working through all or parts of their meal periods in order to respond to customer demand, or had their meal periods interrupted due to communications on their personal cellphones.

Second, as stated, because CUN frowned upon employees accruing meal period premiums, CUN's management pressured employees to clock out for meal periods, upon threat of discipline, or adjusted their time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal period premiums that would need to be paid by CUN. For example, Mr. Williams was required to clock out for his meal period to record that he had received compliant meal periods on shifts when he had not, in fact, received these timely meal periods. Additionally, CUN's timekeeping system locked out Mr. Williams and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed even when their meal periods were shortened or interrupted.

As a result, Mr. Williams and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Mr. Williams sometimes took his meal periods late, after having worked in excess of five (5) hours into his shift, due to the lack of coverage and in order to meet the restaurant's customer demand. Mr. Williams also missed his meal periods due to understaffing and to manage the heavy workload.

Third, CUN did not provide Mr. Williams and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Upon information and belief, Mr. Williams and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

CUN knew or should have known that as a result of its policies and practices, Mr. Williams and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CUN further knew or should have known that it did not pay Mr. Williams and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted.

Furthermore, CUN engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Williams and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods.

Accordingly, CUN failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CUN into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, CUN regularly failed to authorize and permit Mr. Williams and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, CUN's company-wide policies and practices, including utilizing labor budgets and resultant understaffing, as well as assigning heavy workloads, prevented Mr. Williams and other aggrieved employees from being able to take rest periods. CUN also failed to schedule rest periods, which, coupled with CUN's failure to provide adequate rest period coverage, further led to Mr. Williams and other aggrieved employees not being authorized and permitted to take rest periods.

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

As a result of CUN's practices and policies, Mr. Williams and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Williams sometimes had his rest periods interrupted and/or cut short to assist other employees and customers, due to heavy workload, and because he had no coverage.

CUN has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Williams and other aggrieved employees have not received premium pay for all missed rest periods.

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

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

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

During the relevant time period, CUN has knowingly and intentionally provided Mr. Williams and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CUN issued uniform wage statements to Mr. Williams and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, CUN violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because CUN did not accurately record the time Mr. Williams and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), CUN did not list the correct amount of gross wages and net wages earned by Mr. Williams and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CUN failed to accurately list the total number of hours worked by Mr. Williams and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of

pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, and separate from these violations, CUN issued uniform wage statements to Mr. Williams and other aggrieved employees that failed to correctly list the name and address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Mr. Williams's and other aggrieved employees' wage statements incorrectly list the employer as "Curry Up Now" with the address "800 Airport Blvd., Ste 411, Burlingame, CA 94010," but, according to the California Secretary of State's website, there is no such entity by this name or address. *See example paystub below.*

Curry Up Now | 800 Airport Blvd Ste 411 Burlingame, CA 94010 | (650) 642-5305 | FEIN: [REDACTED] CA: [REDACTED]

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

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

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CUN failed, on a company-wide basis, to keep accurate records of work period and meal period start and end times for Mr. Williams and other aggrieved employees (including falsifying time records by recording that compliant meal periods were taken regardless if or when meal periods were actually taken), and thereby failed to keep accurate records of meal start and end times for Mr. Williams and other aggrieved employees, in violation of section 1198. Furthermore, in light of CUN's failure to provide Mr. Williams and other aggrieved employees with

second 30-minute meal periods to which they were entitled, CUN kept no records of meal start and end times for second meal periods.

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

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

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

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

During the relevant time period, CUN failed to pay Mr. Williams and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

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

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

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

CUN willfully failed to pay Mr. Williams and other aggrieved employees who are no longer employed by CUN all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving CUN's employ.

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

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 13(B) – Failure to Provide Suitable Resting Facilities

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(13)(B) provides that “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

CUN's California restaurants are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. CUN could have provided Mr. Williams and other aggrieved employees with a suitable resting facility within all of its restaurants, with reasonable or no modification, but instead denied, and continues to deny, employees suitable areas to rest (e.g., a breakroom with seats). As a result, Mr. Williams and other aggrieved employees were forced to adjust to areas not conducive to resting or search for areas outside of the restaurant which are not designated or reserved for their rest, such as the bar area.

CUN did not provide Mr. Williams and other aggrieved employees with suitable resting facilities during their work hours, particularly during rest or meal periods. In other words, during the times when Mr. Williams and other aggrieved employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, CUN denied them any area within its restaurants to cease work and recover. Moreover, CUN did not inform Mr. Williams and other aggrieved employees of their rights to suitable resting facilities under California law.

As a result of CUN's company-wide failure to provide suitable resting facilities in all of its restaurants, Mr. Williams and other aggrieved employees were forced to adjust to areas not conducive to resting or search for facilities outside their restaurants to cease work and recover. CUN's failure to provide suitable resting facilities to Mr. Williams and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 13(B).

Mr. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CUN into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, CUN, on a company-wide basis, required Mr. Williams and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For instance, Mr. Williams was required to use his personal cellular phone to communicate with management regarding work-related issues such as daily reports, performance, and day to day operations of the bar. As a further example, Mr. Williams was required to download the “Slack” mobile application and use mobile data to access the application which was necessary to communicate with CUN’s management and coworkers via messaging. Although CUN required Mr. Williams and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, CUN failed to reimburse them for their costs incurred.

Second, during the relevant time period, CUN, on a company-wide basis, required that Mr. Williams and other aggrieved employees use their own personal vehicles to travel to other CUN restaurant locations. As an example, Mr. Williams was required to use his personal vehicle to drive to CUN’s other locations in San Jose, California, or San Ramon, California, to attend training or staff meetings, which he estimates required approximately 60 miles of driving on approximately 8 to 10 instances, roundtrip. Although CUN required Mr. Williams and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, CUN failed to reimburse them for their mileage or travel expenses.

CUN could have provided Mr. Williams and other aggrieved employees with the actual equipment for use on the job, such as company vehicles and company mobile devices. Or, CUN could have reimbursed employees for their travel, mileage, and mobile device usage. Instead, CUN passed these operating costs onto Mr. Williams and other aggrieved employees. At all relevant times, Mr. Williams did not earn at least two (2) times the minimum wage.

Thus, CUN had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring CUN into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

CUN failed to provide Mr. Williams and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). CUN's failure to provide Mr. Williams and other aggrieved employees with written notice of basic information regarding their employment with CUN is in violation of Labor Code section 2810.5.

Mr. Williams and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CUN into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

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

Accordingly, Mr. Williams seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Williams, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against CUN for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Williams seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

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

Best Regards,

A handwritten signature in cursive script, appearing to read "Ninel", with a light grey rectangular background behind it.

Ninel Kocharyan

Copy: AKURANVYKA USA, INC. (via U.S. Certified Mail); CUN-129 S B LLC (via U.S. Certified Mail)

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

9589 0710 5270 0211 0130 01



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800 AIRPORT BLVD, SUITE 411
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SENDER: COMPLETE THIS SECTION

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

AKURANYKA USA, INC.
800 AIRPORT BLVD, SUITE 411
BURLINGAME, CA 94010

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
□ Agent
□ Addressee

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type

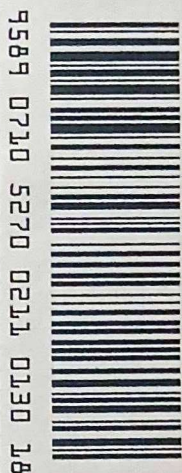
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™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

Restricted Delivery

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Domestic Return Receipt

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



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800 AIRPORT BLVD, SUITE 411
BURLINGAME, CA 94010

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CUN-129 S B LLC
800 AIRPORT BLVD, SUITE 411
BURLINGAME, CA 94010

COMPLETE THIS SECTION ON DELIVERY

A. Signature

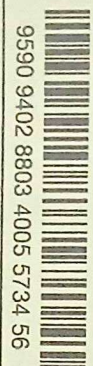
X

Received by (Printed Name)

☐ Agent
☐ Addressee

Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☐ No



9590 9402 8803 4005 5734 56

2. Article Number (Transfer from previous label)

9589 0710 5270 0211 0130 18

(over \$500)

Restricted Delivery

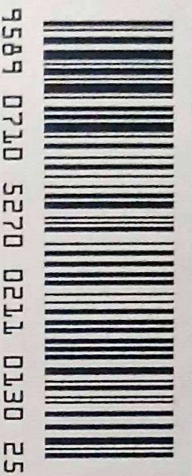
3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Delivery Restricted Delivery

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

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

Domestic Return Receipt

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



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CUN-129 S B LLC
129 S B STREET
SAN MATEO, CA 94401

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse
See Special Instructions on the reverse for more details.

CUN-129 S B LLC
129 S B STREET
SAN MATEO, CA 94401

2. Barcode Number (Number barcode label)
9589 0710 5270 0211 0130 25

PG Form 3811, July 2020 PSN 7530-02-000-0053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation
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CUN-129 S B LLC
129 S B STREET
SAN MATEO, CA 94401

William S. V.
Atty General