

1 Bevin Allen Pike (SBN 221936)
Bevin.Pike@capstonelawyers.com
2 Daniel S. Jonathan (SBN 262209)
Daniel.Jonathan@capstonelawyers.com
3 Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
4 Shealene P. Mancuso (SBN 331740)
Shealene.Mancuso@capstonelawyers.com
5 Capstone Law APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Delina Meza

9 Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
10 410 West Arden Avenue, Suite 203
Glendale, California 91203
11 Tel: (818) 265-1020
12 Fax: (818) 265-1021

13 Attorneys for Plaintiff Rebecca Smith

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF SACRAMENTO

16 DELINA MEZA and REBECCA
SMITH, as aggrieved employees
17 pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of
18 the State of California and other non-
19 party Aggrieved Employees,

20 Plaintiffs,

21 vs.

22 CENTRAL VALLEY DINER, INC., a
California corporation; WEST
23 COAST DINER MANAGEMENT,
INC., a California corporation;
24 YADAV ENTERPRISES, INC., a
California corporation; VALLEY
25 DINER MANAGEMENT, INC., a
California corporation; and DOES 1
26 through 10, inclusive,

27 Defendants.
28

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

08/19/2025

By: A. Gray Deputy

Case No.: 34-2023-00333529

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiffs Delina Meza and Rebecca Smith, as aggrieved employees and on behalf of the
2 State of California and all other non-party Aggrieved Employees, allege as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiffs, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee at a Denny’s restaurant location and received at least one wage statement and against
9 whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code
10 or any provision regulating hours and days of work in the applicable Industrial Welfare
11 Commission (“IWC”) Wage Order were committed, as set forth in this complaint, at any time
12 between one year prior to the filing of the pre-filing written notice to the Labor and Workforce
13 Development Agency (“LWDA”) in this case on November 17, 2022, until judgment (“non-
14 party Aggrieved Employees”). Plaintiffs’ share of civil penalties sought in this action does not
15 exceed \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional notions
23 of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this
24 action given that the State of California, as the real party in interest in this action, is not a
25 “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726
26 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated
27 to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
28 and that diversity jurisdiction cannot be established when Plaintiffs’ share of the civil penalties

1 attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ persons in this county,
3 and employed Plaintiff Meza in this county, and thus a substantial portion of the transactions
4 and occurrences related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys
6 General Act of 2004”, authorize aggrieved employees to sue as private attorneys general their
7 current or former employers for various civil penalties for violations of various provisions in
8 the California Labor Code.

9 THE PARTIES

10 6. Plaintiff Delina Meza (“Plaintiff Meza”) is a resident of Dixon, in Solano
11 County, California. Defendants employed Plaintiff Meza as an hourly paid, non-exempt
12 employee from approximately 2011 to June 2022. Plaintiff Meza worked for Defendants as a
13 Cook at their Denny’s restaurant in Sacramento, California. Plaintiff Meza typically worked
14 eight (8) or more hours per day and six (6) days per week. At the time Plaintiff Meza’s
15 employment with Defendants ended, she was compensated approximately \$25.00 per hour.
16 Plaintiff Meza’s job duties included, without limitation, cooking, preparing plates, fulfilling
17 orders, cleaning, and washing dishes.

18 7. Plaintiff Rebecca Smith (“Plaintiff Smith”) is a resident of California.
19 Defendants employed Plaintiff Smith as an hourly paid, non-exempt employee from
20 approximately February 2022 to approximately November 2022. Plaintiff Smith worked for
21 Defendants at their Denny’s restaurant in Alameda County, California.

22 8. CENTRAL VALLEY DINER, INC. was and is, upon information and belief, a
23 California corporation, and at all times hereinafter mentioned, an employer whose employees
24 are engaged throughout this county, the State of California.

25 9. WEST COAST DINER MANAGEMENT, INC. was and is, upon information
26 and belief, a California corporation, and at all times hereinafter mentioned, an employer whose
27 employees are engaged throughout this county, the State of California.

28 10. YADAV ENTERPRISES, INC. was and is, upon information and belief, a

1 California corporation, and at all times hereinafter mentioned, an employer whose employees
2 are engaged throughout this county, the State of California.

3 11. VALLEY DINER MANAGEMENT, INC. was and is, upon information and
4 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
5 employees are engaged throughout this county, the State of California.

6 12. Plaintiffs are unaware of the true names or capacities of the Defendants sued
7 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend
8 the complaint and serve such fictitiously named Defendants once their names and capacities
9 become known.

10 13. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10
11 were the partners, agents, owners, or managers of CENTRAL VALLEY DINER, INC.; WEST
12 COAST DINER MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and VALLEY
13 DINER MANAGEMENT, INC. at all relevant times.

14 14. Plaintiffs are informed and believe, and thereon allege, that each and all of the
15 acts and omissions alleged herein was performed by, or is attributable to, CENTRAL VALLEY
16 DINER, INC.; WEST COAST DINER MANAGEMENT, INC.; YADAV ENTERPRISES,
17 INC.; VALLEY DINER MANAGEMENT, INC.; and/or DOES 1 through 10 (collectively,
18 “Defendants” or “CENTRAL VALLEY”), each acting as the agent, employee, alter ego, and/or
19 joint venturer of, or working in concert with, each of the other co-Defendants and was acting
20 within the course and scope of such agency, employment, joint venture, or concerted activity
21 with legal authority to act on the others’ behalf. The acts of any and all Defendants were in
22 accordance with, and represent, the official policy of Defendants.

23 15. At all relevant times, Defendants, and each of them, ratified each and every act
24 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
25 and abetted the acts and omissions of each and all the other Defendants in proximately causing
26 the damages herein alleged.

27 16. Plaintiffs are informed and believe, and thereon allege, that each of said
28 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,

1 omissions, occurrences, and transactions alleged herein.

2 17. Under California law, Defendants are jointly and severally liable as employers
3 for the violations alleged herein because they have each exercised sufficient control over the
4 wages, hours, working conditions, and employment status of Plaintiffs and other non-party
5 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiffs and other non-
6 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
7 of employment, determined their rate of pay, and maintained their employment records.
8 Defendants suffered or permitted Plaintiffs and other non-party Aggrieved Employees to work
9 and/or “engaged” Plaintiffs and other non-party Aggrieved Employees so as to create a
10 common-law employment relationship. As joint employers of Plaintiffs and other non-party
11 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
12 available to Plaintiffs and other non-party Aggrieved Employees under the law.

13 18. Plaintiffs are informed and believe, and thereon allege, that at all relevant times,
14 Defendants, and each of them, have acted as joint employers with respect to Plaintiffs and other
15 non-party Aggrieved Employees because Defendants have:

- 16 (a) jointly exercised meaningful control over the work performed by
17 Plaintiffs and other non-party Aggrieved Employees;
- 18 (b) jointly exercised meaningful control over Plaintiffs’ and other non-party
19 Aggrieved Employees’ wages, hours, and working conditions, including
20 the quantity, quality standards, speed, scheduling, and operative details
21 of the tasks performed by Plaintiffs and other non-party Aggrieved
22 Employees;
- 23 (c) jointly required that Plaintiffs and other non-party Aggrieved Employees
24 perform work which is an integral part of Defendants’ businesses; and
- 25 (d) jointly exercised control over Plaintiffs and other non-party Aggrieved
26 Employees as a matter of economic reality in that Plaintiffs and other non-
27 party Aggrieved Employees were dependent on Defendants, who shared
28 the power to set the wages of Plaintiffs and other non-party Aggrieved

1 Employees and determined their working conditions, and who jointly
2 reaped the benefits from the underpayment of their wages and
3 noncompliance with other statutory provisions governing their
4 employment.

5 19. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
6 there has existed a unity of interest and ownership between Defendants such that any
7 individuality and separateness between the entities has ceased.

8 20. CENTRAL VALLEY DINER, INC.; WEST COAST DINER MANAGEMENT,
9 INC.; YADAV ENTERPRISES, INC.; VALLEY DINER MANAGEMENT, INC.; and/or
10 DOES 1 through 10 are therefore alter egos of each other.

11 21. Adherence to the fiction of the separate existence of Defendants would permit an
12 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
13 liability for the wrongful acts committed by them under the name "CENTRAL VALLEY."

14 22. Plaintiffs further allege, upon information and belief, that the Defendants
15 CENTRAL VALLEY DINER, INC.; WEST COAST DINER MANAGEMENT, INC.;
16 YADAV ENTERPRISES, INC.; and VALLEY DINER MANAGEMENT, INC. are alter egos
17 of each other for the following reasons:

18 (a) According to their most recent "Statement of Information" forms filed
19 with the California Secretary of State, CENTRAL VALLEY DINER,
20 INC.; WEST COAST DINER MANAGEMENT, INC.; YADAV
21 ENTERPRISES, INC.; and VALLEY DINER MANAGEMENT, INC.
22 have the same principal office address and mailing address, "3550
23 MOWRY AVE [SUITE] 301, FREMONT, CA 94538";

24 (b) According to their most recent "Statement of Information" forms filed
25 with the California Secretary of State CENTRAL VALLEY DINER,
26 INC.; WEST COAST DINER MANAGEMENT, INC.; YADAV
27 ENTERPRISES, INC.; and VALLEY DINER MANAGEMENT, INC.
28 share the same officers and/or directors, including, but not limited to, Anil

Yadav, who serves as Chief Executive Office, Chief Financial Officer, Secretary, and/or Director;

(c) According to the California Secretary of State's website, CENTRAL VALLEY DINER, INC.; WEST COAST DINER MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and VALLEY DINER MANAGEMENT, INC.; and YADAV, INC. share the same agent for service of process, Anil [S.] Yadav; and

(d) On information and belief, CENTRAL VALLEY DINER, INC.; WEST COAST DINER MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and VALLEY DINER MANAGEMENT, INC. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

23. Defendants are one of the largest franchisees of Denny's restaurants. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in Fremont, California, for all non-exempt, hourly paid employees working for Defendants in California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

24. In particular, Plaintiffs and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

25. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters in Fremont, California, which processes payroll for

1 all non-exempt, hourly paid employees working for Defendants at their various locations and
2 jobsites in California, including Plaintiffs and other non-party Aggrieved Employees. Based
3 upon information and belief, Defendants issue the same formatted wage statements to all non-
4 exempt, hourly paid employees in California, irrespective of their work locations. Upon
5 information and belief, Defendants process payroll for departing employees in the same manner
6 throughout the State of California, regardless of the manner in which each employee's
7 employment ends.

8 26. Defendants continue to employ non-exempt or hourly paid employees in
9 California.

10 27. Plaintiffs are informed and believe, and thereon allege, that at all times herein
11 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
12 advisors knowledgeable about California labor and wage law, employment and personnel
13 practices, and about the requirements of California law.

14 28. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and other
15 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
16 were not recorded.

17 29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
18 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
19 receive certain wages for overtime compensation and that they were not receiving certain wages
20 for overtime compensation.

21 30. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known that other non-party Aggrieved Employees were entitled to be paid at a
23 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest
24 period premiums, that included as eligible income all remuneration required by law, including
25 but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other
26 forms of compensation, but failed to include all forms of remuneration in calculating the regular
27 rate of pay for other non-party Aggrieved Employees.

28 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or

1 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
2 receive at least minimum wages for compensation and that they were not receiving at least
3 minimum wages for work that was required to be done off-the-clock. In violation of the
4 California Labor Code, Plaintiffs and other non-party Aggrieved Employees were not paid at
5 least minimum wages for work done off-the-clock.

6 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
7 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
8 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or
9 payment of one (1) additional hour of pay at their regular rates of pay when they were not
10 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and other
11 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)
12 additional hour of pay at their regular rates of pay when they did not receive a timely,
13 uninterrupted, thirty (30) minute meal period.

14 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
15 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
16 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
17 payment of one (1) additional hour of pay at their regular rates of pay when they were not
18 authorized and permitted to take a compliant rest period. In violation of the California Labor
19 Code, Plaintiffs and other non-party Aggrieved Employees were not authorized and permitted
20 to take compliant rest periods, nor did Defendants provide Plaintiffs and other non-party
21 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of
22 pay when they were not authorized and permitted to take a compliant rest period.

23 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
24 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
25 receive complete and accurate wage statements in accordance with California law. In violation
26 of the California Labor Code, Plaintiffs and other non-party Aggrieved Employees were not
27 provided complete and accurate wage statements.

28 35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or

1 should have known that they had a duty to maintain accurate and complete payroll records in
2 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
3 and intentionally failed to do so.

4 36. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
5 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
6 timely payment of wages during their employment. In violation of the California Labor Code,
7 Plaintiffs and other non-party Aggrieved Employees did not receive payment of all wages,
8 including, but not limited to, overtime wages, minimum wages, meal and rest period premiums,
9 and/or sick leave pay, within permissible time periods.

10 37. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
11 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
12 timely payment of all wages earned upon termination of employment. In violation of the
13 California Labor Code, Plaintiffs and other non-party Aggrieved Employees did not receive
14 payment of all wages due, including, but not limited to, overtime wages, minimum wages, meal
15 and rest period premiums, and/or sick leave pay, within permissible time periods.

16 38. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
17 should have known that other non-party Aggrieved Employees were entitled to the portion of
18 wages previously paid and subsequently unlawfully deducted by Defendants.

19 39. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
20 should have known that other non-party Aggrieved Employees were entitled to payment of
21 wages as designated by statute. In violation of the California Labor Code, Defendants secretly
22 paid other non-party Aggrieved Employees lower wages than required by statute while
23 purporting to pay them proper wages.

24 40. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
25 should have known that other non-party Aggrieved Employees were entitled to receive sick
26 leave benefits to be paid at a regular rate of pay, that included, as eligible income, all income
27 derived from incentive pay, nondiscretionary bonuses, and/or other forms of compensation, but
28 failed to include all forms of remuneration in calculating the regular rate of pay for sick leave

1 pay.

2 41. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
3 should have known that Plaintiff Meza and other non-party Aggrieved Employees were entitled
4 to one day's rest in seven. In violation of the California Labor Code, Defendants required
5 Plaintiff Meza and other non-party Aggrieved Employees to work more than six consecutive
6 days without a day of rest, where the total hours worked exceeded 30 hours in any week or six
7 hours in any one day thereof.

8 42. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
9 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
10 suitable seating and/or were entitled to sit when it did not interfere with the performance of their
11 duties and also have seats nearby to use during a lull in tasks that do require moving about or
12 standing. In violation of the California Labor Code and applicable IWC Wage Order,
13 Defendants failed to provide Plaintiffs and other non-party Aggrieved Employees suitable
14 seating.

15 43. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
16 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
17 receive reimbursement for all business-related expenses and costs they incurred during the
18 course and scope of their employment and that they did not receive reimbursement of applicable
19 business-related expenses and costs incurred.

20 44. Plaintiffs are informed and believe, and thereon allege, that at all times herein
21 mentioned, Defendants knew or should have known that Defendants had a duty to provide
22 Plaintiff Meza and other non-party Aggrieved Employees with written notice of the material
23 terms of their employment with Defendants as required by the California Wage Theft Prevention
24 Act, but failed to do so.

25 45. Plaintiffs are informed and believe, and thereon allege, that at all times herein
26 mentioned, Defendants knew or should have known that they had a duty to compensate
27 Plaintiffs and other non-party Aggrieved Employees for all hours worked, and that Defendants
28 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally

1 failed to do so, and falsely represented to Plaintiffs and other non-party Aggrieved Employees
2 that they were properly denied wages, all in order to increase Defendants' profits.

3 46. At all times herein set forth, PAGA provides that any provision of law under the
4 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
5 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
6 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
7 behalf of themselves and other current or former employees pursuant to procedures outlined in
8 California Labor Code section 2699.3.

9 47. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
10 person who was employed by the alleged violator and against whom one or more of the alleged
11 violations was committed."

12 48. Plaintiffs and other current and former employees of Defendants are "aggrieved
13 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
14 or former employees and one or more of the alleged violations were committed against them.

15 49. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
16 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the
17 following requirements have been met:

18 (a) The aggrieved employee shall give written notice by online filing
19 (hereinafter "Employee's Notice") to the LWDA and by certified mail to
20 the employer of the specific provisions of the California Labor Code
21 alleged to have been violated, including the facts and theories to support
22 the alleged violations.

23 (b) An aggrieved employee's notice filed with the LWDA pursuant to
24 2699.3(a) and any employer response to that notice shall be accompanied
25 by a filing fee of seventy-five dollars (\$75).

26 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
27 employer and the aggrieved employee by certified mail that it does not
28 intend to investigate the alleged violation within sixty (60) calendar days

1 of the postmark date of the Employee's Notice. Upon receipt of the
2 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
3 (65) calendar days of the postmark date of the Employee's Notice, the
4 aggrieved employee may commence a civil action pursuant to California
5 Labor Code section 2699 to recover civil penalties in addition to any other
6 penalties to which the employee may be entitled.

7 50. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
8 through Plaintiffs, may pursue a civil action arising under PAGA for violations of any provision
9 other than those listed in Section 2699.5 after the following requirements have been met:

- 10 (a) The aggrieved employee or representative shall give written notice by
11 online filing to the LWDA and by certified mail to the employer of the
12 specific provisions of the California Labor Code alleged to have been
13 violated (other than those listed in Section 2699.5), including the facts
14 and theories to support the alleged violation.
- 15 (b) An aggrieved employee's notice filed with the LWDA pursuant to
16 2699.3(c) and any employer response to that notice shall be accompanied
17 by a filing fee of seventy-five dollars (\$75).
- 18 (c) The employer may cure the alleged violation within thirty-three (33)
19 calendar days of the postmark date of the notice. The employer shall give
20 written notice by certified mail within that period of time to the aggrieved
21 employee or representative and the agency if the alleged violation is
22 cured, including a description of actions taken, and no civil action
23 pursuant to Section 2699 may commence. If the alleged violation is not
24 cured within the 33-day period, the employee may commence a civil
25 action pursuant to Section 2699.

26 51. On November 17, 2022, Plaintiff Meza provided written notice by online filing
27 to the LWDA and by certified mail to Defendants of the specific provisions of the California
28 Labor Code alleged to have been violated, including facts and theories to support the alleged

1 violations, in accordance with California Labor Code section 2699.3. Plaintiff Meza's written
2 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
3 PAGA Administrator has confirmed receipt of Plaintiff Meza's written notice and assigned
4 Plaintiff Meza PAGA Case Number LWDA-CM-920153-22. A true and correct copy of
5 Plaintiff Meza's written notice to the LWDA and Defendants dated November 17, 2022, is
6 attached hereto as "Exhibit 1."

7 52. On January 11, 2023, Plaintiff Smith provided written notice by online filing to
8 the LWDA and by certified mail to Defendants of the specific provisions of the California Labor
9 Code alleged to have been violated, including facts and theories to support the alleged
10 violations, in accordance with California Labor Code section 2699.3. Plaintiff Smith's written
11 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
12 PAGA Administrator has confirmed receipt of Plaintiff Smith's written notice and assigned
13 Plaintiff Smith PAGA Case Number LWDA-CM-928893-23. A true and correct copy of
14 Plaintiff Smith's written notice to the LWDA and Defendants dated January 11, 2023, is
15 attached hereto as "Exhibit 2."

16 53. As of the filing date of this complaint, over 65 days have passed since Plaintiffs
17 sent the written notices described above, and the LWDA has not responded that it intends to
18 investigate Plaintiffs' claims, and Defendants have not cured the violations.

19 54. Thus, Plaintiffs have satisfied the administrative prerequisites under California
20 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
21 violations of California Labor Code sections 201, 202, 204, 226(a), 221, 223, 224, 226.7, 246,
22 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

23 55. Labor Code section 558(a) provides "[a]ny employer or other person acting on
24 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
25 provision regulating hours and days of work in any order of the Industrial Welfare Commission
26 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
27 each underpaid employee for each pay period for which the employee was underpaid. . . . (2)
28 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for

1 each pay period for which the employee was underpaid. . . .” Labor Code section 558(c)
2 provides “[t]he civil penalties provided for in this section are in addition to any other civil or
3 criminal penalty provided by law.” Plaintiffs, acting in the public interest as private attorneys
4 general, seek assessment and collection of civil penalties under Labor Code section 558 for
5 themselves, all other non-party Aggrieved Employees, and the State of California against
6 Defendants for violations of Labor Code sections 510, 512(a), 516, 551, 552, 1198, and the
7 applicable IWC Wage Order. Plaintiffs, acting in the public interest as private attorneys general,
8 do not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for
9 violations of Labor Code sections 510, 512(a), 516, 551, 552, 1198, and the applicable IWC
10 Wage Order.

11 56. Defendants, at all times relevant to this complaint, were employers or persons
12 acting on behalf of an employer(s) who violated Plaintiffs’ and other non-party Aggrieved
13 Employees’ rights by violating various sections of the California Labor Code as set forth above.

14 57. As set forth below, Defendants have violated numerous provisions of both the
15 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
16 Order.

17 58. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
18 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiffs, acting in the public interest as private
19 attorneys general, seek assessment and collection of civil penalties for themselves, all other
20 non-party Aggrieved Employees, and the State of California against Defendants for violations
21 of California Labor Code sections 201, 202, 204, 226(a), 221, 223, 224, 226.7, 246, 510, 512(a),
22 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

23 **FIRST CAUSE OF ACTION**

24 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

25 **(Against all Defendants)**

26 59. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
27 every allegation set forth above.

28 60. California Labor Code sections 2698, *et seq.* permit Plaintiffs to recover civil

penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 221, 223, 224, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiffs, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 246, 516, 1182.12, and 2810.5.

61. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiffs and other non-party Aggrieved Employees with all required overtime pay, as set forth below;
- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants' failure to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to other non-party Aggrieved Employees, as set forth below;
- (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiffs and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;
- (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiffs and other non-party Aggrieved Employees with meal periods, as set forth below;
- (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiffs and other non-party Aggrieved Employees to take rest periods,

as set forth below;

- (f) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiffs and other non-party Aggrieved Employees, as set forth below;
- (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as set forth below;
- (h) Violation of Labor Code sections 204 for failure to pay all earned wages during employment, as set forth below;
- (i) Violation of Labor Code section 201 and 202 for failure to pay all earned wages upon termination, as set forth below;
- (j) Violation of Labor Code sections 221 and 224 for unlawfully deducting a portion of wages previously paid to other non-party Aggrieved Employees, as set forth below;
- (k) Violation of Labor Code section 223 for secretly paying other non-party Aggrieved Employees lower wages than required by statute, while purporting to pay the proper wages, as set forth below;
- (l) Violation of Labor Code section 246 for failure to properly calculate the sick leave paid to other non-party Aggrieved Employees, as set forth below;
- (m) Violation of Labor Code sections 551 and 552 for failure to provide one day's rest in seven to Plaintiff Meza and other non-party Aggrieved Employees, as set forth below;
- (n) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failing to provide suitable seating to other non-party Aggrieved Employees, as set forth below;
- (o) Violation of Labor Code sections 2802 for failure to reimburse Plaintiffs

1 and other non-party Aggrieved Employees for all business expenses
2 necessarily incurred, as set forth below; and

3 (p) Violation of Labor Code section 2810.5 for failure to provide notice of
4 material terms of employment, as set forth below.

5 **FAILURE TO PAY OVERTIME**

6 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

7 62. Labor Code section 1198 makes it illegal to employ an employee under
8 conditions of labor that are prohibited by the applicable wage order. California Labor Code
9 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
10 be the . . . standard conditions of labor for employees. The employment of any employee . . .
11 under conditions of labor prohibited by the order is unlawful.”

12 63. California Labor Code section 1198 and the applicable IWC Wage Order provide
13 that it is unlawful to employ persons without compensating them at a rate of pay either time-
14 and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
15 worked by the person on a daily or weekly basis.

16 64. Specifically, the applicable IWC Wage Order provides that Defendants are and
17 were required to pay Plaintiffs and other non-party Aggrieved Employees working more than
18 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
19 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
20 hours in a workweek.

21 65. The applicable IWC Wage Order further provides that Defendants are and were
22 required to pay Plaintiffs and other non-party Aggrieved Employees working more than twelve
23 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
24 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
25 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

26 66. California Labor Code section 510 codifies the right to overtime compensation
27 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
28 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh

1 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
2 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
3 the seventh (7th) day of work.

4 67. During the relevant time period, Defendants willfully failed to pay all overtime
5 wages owed to Plaintiffs and other non-party Aggrieved Employees. During the relevant time
6 period, Plaintiffs and other non-party Aggrieved Employees were not paid overtime premiums
7 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
8 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
9 not recorded.

10 68. First, during the relevant time period, Defendants had a company-wide policy
11 and/or practice of improperly rounding employees' clock-in and clock-out times in their
12 timekeeping system to the nearest quarter (0.25) of an hour. Defendants' rounding policy
13 resulted in the failure to compensate Plaintiffs and other non-party Aggrieved Employees fully
14 for all hours worked, causing Plaintiffs and other non-party Aggrieved Employees to not be
15 paid overtime wages for all of the overtime hours they actually worked. Defendants' policy of
16 rounding is unfair and has, over time, resulted in the underpayment of wages to Plaintiffs and
17 other non-party Aggrieved Employees. To the extent Defendants' rounding policy has taken
18 away time worked that was eligible for overtime, Plaintiffs and other non-party Aggrieved
19 Employees were denied overtime pay for all hours worked.

20 69. Second, during the relevant time period, Defendants had a company-wide policy
21 and/or practice of discouraging and impeding Plaintiffs and other non-party Aggrieved
22 Employees from recording hours worked that were outside of their scheduled shifts. On
23 information and belief, Defendants had a company-wide policy of staffing restaurant locations
24 strictly based on the labor hours or labor budget set by the corporate office. Defendants' policy
25 of limiting employee hours to their scheduled shifts, coupled with Defendants' understaffing
26 policy and assignment of heavy workloads (*see infra*), led Plaintiffs and other non-party
27 Aggrieved Employees to work off-the-clock before and after their scheduled shift times, and on
28 their days off, in order to complete their assigned tasks.

1 70. For example, about twice per month, Plaintiff Meza reported to work 15-20
2 minutes early to prepare plates and her workstation before she was permitted to clock in at her
3 scheduled shift start-time. And, approximately three (3) times per month, Plaintiff Meza
4 continued working anywhere from 30 minutes to an hour after clocking out to finish preparing
5 food orders and clean her workstation. Plaintiffs and other non-party Aggrieved Employees
6 were unable to record this time worked because, on information and belief, Defendants'
7 timekeeping system would not permit Plaintiffs and other non-party Aggrieved Employees to
8 clock in before their scheduled shift start times. And, Defendants' management would not
9 adjust Plaintiffs' and other non-party Aggrieved Employees' time records to capture the time
10 they spent working before and after their scheduled shifts.

11 71. As another example, approximately three (3) times per month, Defendants
12 required Plaintiff Meza to complete online trainings on new menu items for 20-30 minutes on
13 her days off. Defendants failed to track and/or record the time Plaintiffs and other non-party
14 Aggrieved Employees spent working before and after scheduled shifts and on their days off,
15 and did not compensate them for this time.

16 72. Third, Defendants' policies and/or practices of understaffing their restaurants
17 while assigning heavy workloads resulted in a failure to provide Plaintiffs and other non-party
18 Aggrieved Employees with adequate meal period coverage, and thus, Plaintiffs and other non-
19 party Aggrieved Employees were not always afforded uninterrupted 30-minute meal periods
20 during shifts when they were entitled to receive a meal period. Defendants also had a practice
21 of failing to adhere to a schedule for meal periods, which further caused Plaintiffs and other
22 non-party Aggrieved Employees to not be relieved of their duties for compliant meal periods.
23 Thus, Plaintiffs and other non-party Aggrieved Employees were required to work through
24 and/or had their meal periods interrupted in order to complete their assigned workloads and
25 handle customer demand, time for which they were not paid.

26 73. Fourth, on information and belief, Defendants' management pressured
27 employees to clock out for meal periods and/or adjusted Plaintiffs' and other non-party
28 Aggrieved Employees' time records to reflect compliant meal periods, regardless of whether

1 they had received a compliant meal period or not, to try to limit the meal penalties that would
2 need to be paid by Defendants. Thus, Defendants did not record all hours worked during meal
3 periods, and Plaintiffs and other non-party Aggrieved Employees performed work during meal
4 periods for which they were not paid.

5 74. Defendants knew or should have known that, as a result of these company-wide
6 practices and/or policies, Plaintiffs and other non-party Aggrieved Employees were performing
7 their assigned duties off-the-clock before and after their shifts, on their days off, and/or during
8 meal periods, and were suffered or permitted to perform work for which they were not paid.
9 Because Plaintiffs and other non-party Aggrieved Employees worked shifts of eight (8) hours a
10 day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for
11 overtime premium pay. Therefore, Plaintiffs and other non-party Aggrieved Employees were
12 not paid overtime wages for all of the overtime hours they actually worked.

13 75. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
14 correct overtime rates for the recorded overtime hours that they generated. In addition to an
15 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
16 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
17 California Labor Code, Defendants failed to incorporate all remunerations, including incentive
18 pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes
19 of calculating the overtime wage rates. Therefore, during times when other non-party
20 Aggrieved Employees worked overtime and received these other forms of pay, Defendants
21 failed to pay all overtime wages by paying a lower overtime rate than required.

22 76. Defendants' failure to pay Plaintiffs and other non-party Aggrieved Employees
23 the balance of overtime compensation as required by California law, violates the provisions of
24 California Labor Code sections 510 and 1198. Plaintiffs and other non-party Aggrieved
25 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
26 and/or 2699(a), (f), and (g).

27 **FAILURE TO PAY MINIMUM WAGES**

28 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, 1197.1, AND 1198**

1 77. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
2 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
3 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
4 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the
5 time during which an employee is subject to the control of an employer, and includes all the
6 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
7 Code Regs. tit. 8, § 11050(2)(M) (defining “Hours Worked”).

8 78. As set forth above, Defendants had a company-wide policy and/or practice of
9 rounding Plaintiffs’ and other non-party Aggrieved Employees’ hourly clock-in and/or clock-
10 out times in their timekeeping system to the nearest quarter (0.25) of an hour, resulting in the
11 failure to compensate Plaintiffs and other non-party Aggrieved Employees for all hours worked.

12 79. Additionally, as stated above, Defendants systematically failed to pay Plaintiffs
13 and other non-party Aggrieved Employees for actual hours worked before and after scheduled
14 shifts, and on days off, because these hours were not accurately recorded. Because Defendants
15 discouraged and impeded Plaintiffs and other non-party Aggrieved Employees from recording
16 hours worked that were outside of their scheduled shifts, Plaintiffs and other non-party
17 Aggrieved Employees were required to work off-the-clock before and after scheduled shifts,
18 and on days off, to complete their assigned duties, and/or complete online trainings.

19 80. Additionally, as set forth above, due to Defendants’ uniform practices of utilizing
20 labor budgets, understaffing, assignment of heavy workloads, failure to adhere to a schedule for
21 meal periods, and subsequent lack of meal period coverage, Plaintiffs and other non-party
22 Aggrieved Employees were forced to forgo meal periods and/or were otherwise not relieved of
23 all duties during meal periods. Moreover, as stated above, on information and belief, in order
24 to limit meal penalties that Defendants would otherwise owe, Defendants pressured Plaintiffs
25 and other non-party Aggrieved Employees to clock out for meal periods and/or adjusted
26 employee time records to reflect compliant meal periods.

27 81. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiffs
28 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not

1 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
2 those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194,
3 1197, 1197.1, and 1198.

4 82. Defendants' failure to pay Plaintiffs and other non-party Aggrieved Employees
5 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
6 1198. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil
7 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

8 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
9 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

10 83. At all relevant times herein set forth, the applicable IWC Wage Order and
11 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiffs' and
12 other non-party Aggrieved Employees' employment by Defendants.

13 84. At all relevant times herein set forth, California Labor Code section 512(a)
14 provides that an employer may not require, cause, or permit an employee to work for a period
15 of more than five (5) hours per day without providing the employee with a meal period of not
16 less than thirty (30) minutes, except that if the total work period per day of the employee is not
17 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
18 and the employee. Under California law, first meal periods must start after no more than five
19 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

20 85. At all relevant times herein set forth, California Labor Code sections 226.7,
21 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
22 meal period mandated by an applicable order of the IWC.

23 86. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
24 and the applicable IWC Wage Order also require employers to provide a second meal period of
25 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
26 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
27 hours worked is no more than twelve (12) hours, the second meal period may be waived by
28 mutual consent of the employer and the employee only if the first meal period was not waived.

1 87. First, during the relevant time period, as stated and on information and belief,
2 Defendants had, and continue to have, a company-wide policy and/or practice of understaffing
3 locations due to labor budgeting and/or limited payroll allocation, which, combined with the
4 assignment of heavy workloads and failure to adhere to a schedule for meal periods or provide
5 meal periods at all, resulted in a lack of meal period coverage and prevented Plaintiffs and other
6 non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which
7 they were entitled. As a result, Plaintiffs and other non-party Aggrieved Employees had to work
8 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
9 extended periods of time before taking meal periods. For example, Plaintiff Meza missed her
10 meal periods entirely because there were an inadequate number of employees to take over her
11 job duties such that she could take uninterrupted meal periods.

12 88. Second, Defendants' management pressured employees to clock out for meal
13 periods to reflect compliant meal periods and/or adjusted employee time records, regardless of
14 whether they had received a compliant meal period or not, in an effort to try to reduce the
15 number of meal period premiums that would need to be paid by Defendants.

16 89. Third, Defendants did not provide other non-party Aggrieved Employees with
17 second 30-minute meal periods on days that they worked in excess of 10 hours in one day.
18 Plaintiffs and other non-party Aggrieved Employees did not sign valid meal period waivers on
19 days that they were entitled to meal periods and were not relieved of all duties.

20 90. At all times mentioned herein, Defendants knew or should have known that as a
21 result of their company-wide policies and/or practices, Plaintiffs and other non-party Aggrieved
22 Employees were not actually relieved of all duties to take timely, uninterrupted meal periods.
23 Defendants further knew or should have known that they did not pay Plaintiffs and other non-
24 party Aggrieved Employees meal period premiums when meal periods were late, interrupted,
25 shortened, or missed.

26 91. As forth above, Defendants has a company-wide policy and/or practice of
27 rounding employee clock-in and clock-out times in their timekeeping system, which prevented
28 Plaintiffs and other non-party Aggrieved Employees from receiving all meal period premiums

1 when they took late and/or shortened meal periods. As stated, Defendants' rounding policy
2 rounded employees' clock-in and clock-out times in their timekeeping system to the nearest
3 quarter (0.25) of an hour. To the extent that Defendants' timekeeping system reported that
4 Plaintiffs and other non-party Aggrieved Employees were provided with timely, full 30-minute
5 meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less
6 than 30 minutes, Plaintiffs and other non-party Aggrieved Employees were entitled to a meal
7 period premium. Thus, Plaintiffs and other non-party Aggrieved Employees did not receive
8 meal period premiums for these improperly rounded meal periods.

9 92. Furthermore, Defendants engaged in a company-wide practice and/or policy of
10 not paying all meal period premiums owed when compliant meal periods are not provided.
11 Because of this practice and/or policy, Plaintiffs and other non-party Aggrieved Employees
12 have not received premium pay for missed, late, shortened, or interrupted meal periods.
13 Alternatively, to the extent that Defendants did pay other non-party Aggrieved Employees
14 premium pay for missed, late, and interrupted meal periods, Defendants did not pay other non-
15 party Aggrieved Employees the correct rate of pay for premiums because Defendant
16 systematically failed to include all forms of compensation such as incentive pay and/or
17 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

18 93. Defendants' conduct violates the applicable IWC Wage Order, and California
19 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiffs and other non-party Aggrieved
20 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
21 and/or 2699(a), (f), and (g).

22 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

23 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

24 94. At all relevant times herein set forth, the applicable IWC Wage Order and
25 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiffs' and other
26 non-party Aggrieved Employees' employment by Defendants.

27 95. At all relevant times, the applicable IWC Wage Order provides that "[e]very
28 employer shall authorize and permit all employees to take rest periods, which insofar as

1 practicable shall be in the middle of each work period” and that the “rest period time shall be
2 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
3 hours or major fraction thereof” unless the total daily work time is less than three and one-half
4 (3 ½) hours.

5 96. At all relevant times, California Labor Code section 226.7 provides that no
6 employer shall require an employee to work during any rest period mandated by an applicable
7 order of the California IWC. To comply with its obligation to authorize and permit rest periods
8 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
9 must “relinquish any control over how employees spend their break time, and relieve their
10 employees of all duties—including the obligation that an employee remain on call. A rest
11 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
12 257, 273 (2016).

13 97. Pursuant to the applicable IWC Wage Order and California Labor Code section
14 226.7(c), Plaintiffs and other non-party Aggrieved Employees are entitled to recover from
15 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
16 required rest period was not authorized and permitted.

17 98. During the relevant time period, Defendants regularly failed to authorize and
18 permit Plaintiffs and other non-party Aggrieved Employees to take a ten (10) minute rest period
19 per each four (4) hour period worked or major fraction thereof. As with meal periods,
20 Defendants’ company-wide policies and/or practices of understaffing while assigning heavy
21 workloads prevented Plaintiffs and other non-party Aggrieved Employees from being relieved
22 of all duty to take rest periods. Additionally, Defendants failed to schedule rest periods, which,
23 coupled with Defendants’ failure to provide adequate rest period coverage, further led to
24 Plaintiffs and other non-party Aggrieved Employees not being authorized and permitted to take
25 rest periods.

26 99. Furthermore, upon information and belief, Defendants maintained a company-
27 wide on-premises rest period policy, which mandated that other non-party Aggrieved
28 Employees remain on or near the work premises during their rest periods. Because non-party

1 Aggrieved Employees were restricted from leaving the premises during rest periods, they were
2 denied the ability to use their rest periods freely for their own purposes, such as running personal
3 errands. Thus, Defendants effectively maintained control over other non-party Aggrieved
4 Employees during rest periods.

5 100. As a result of Defendants' practices and policies, Plaintiffs and other non-party
6 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
7 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were
8 entitled. For example, during her employment, Plaintiff Meza had to forgo her rest periods 2-3
9 times per week because of the heavy workload. When Defendants scheduled Plaintiff Meza as
10 the only cook on shift, Plaintiff Meza's rest periods were often interrupted and/or cut short
11 because she had to go back and continue to perform her duties as a cook.

12 101. Defendants have also engaged in a systematic, company-wide practice and/or
13 policy of not paying rest period premiums owed when rest periods are not authorized and
14 permitted. Because of this practice and/or policy, Plaintiffs and other non-party Aggrieved
15 Employees have not received premium pay for all missed rest periods. Alternatively, to the
16 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour
17 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved
18 Employees at the correct rate of pay for premiums because Defendants failed to include all
19 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of
20 remuneration, in the regular rate of pay.

21 102. Accordingly, Defendants failed to authorize and permit all compliant rest periods
22 and failed to pay the full rest period premiums due. Defendants' conduct violates the applicable
23 IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiffs and other
24 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
25 Labor Code sections 558 and/or 2699(a), (f), and (g).

26 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**

27 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

28 103. At all relevant times herein, California Labor Code section 226(a) provides that

every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

104. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiffs and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiffs and other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

105. Because Defendants did not record the time Plaintiffs and other non-party Aggrieved Employees spent working off-the-clock, improperly rounded Plaintiffs' and other non-party Aggrieved Employees' total hours worked, 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), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiffs and other non-party Aggrieved Employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiffs and other non-party 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).

106. Additionally, because Defendants did not calculate other non-party Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, Defendants did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates

1 in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest
2 period premiums, and/or paid sick leave, in violation of section 226(a)(9).

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

11 108. California Labor Code section 1174(d) provides that “[e]very person employing
12 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
13 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
14 plants or establishments at which employees are employed, payroll records showing the hours
15 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
16 applicable piece rate paid to, employees employed at the respective plants or
17 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
18 civil penalty if they fail to maintain accurate and complete records as required by section
19 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
20 Defendants willfully failed to maintain accurate payroll records for Plaintiffs and other non-
21 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto as
22 a result of failing to record the off-the-clock hours that they worked and improperly rounding
23 Plaintiffs’ and other non-party Aggrieved Employees’ total hours worked.

24 109. California Labor Code section 1198 provides that the maximum hours of work
25 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
26 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
27 of any employees for longer hours than those fixed by the order or under conditions of labor
28 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, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiffs and other non-party Aggrieved Employees, in violation of section 1198. Furthermore, in light of Defendants' failure to provide other non-party Aggrieved Employees with second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

110. Defendants' conduct violates California Labor Code 226(a), 1174(d), and 1198. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

FAILURE TO PAY WAGES DURING EMPLOYMENT

VIOLATION OF LABOR CODE SECTION 204

111. At all relevant times herein set forth, 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. Labor Code section 204 further provides 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.

112. At all relevant times herein, 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, at all relevant times herein, 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.

113. During the relevant time period, Defendants willfully failed to pay Plaintiffs and other non-party Aggrieved Employees all wages due to them within any time period specified by California Labor Code section 204 including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or paid sick leave. In addition, Defendants failed to timely pay Plaintiffs and/or other non-party Aggrieved Employees wages owed by making payment of wages to Plaintiffs and/or other non-party Aggrieved Employees more than seven (7) calendar days following the close of the payroll period.

114. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

FAILURE TO PAY WAGES UPON TERMINATION

VIOLATION OF LABOR CODE SECTIONS 201 AND 202

115. At all times relevant herein set forth, 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.

116. Defendants willfully failed to pay Plaintiffs and other non-party Aggrieved Employees who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or paid sick leave, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

117. Defendants' failure to pay Plaintiffs and those non-party Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and

1 (g).

2 **COLLECTING OR RECEIVING WAGES ALREADY PAID**

3 **VIOLATION OF LABOR CODE SECTIONS 221 AND 224**

4 118. At all relevant times herein, California Labor Code section 221 provides that it
5 shall be unlawful for any employer to collect or receive from an employee any part of wages
6 theretofore paid by said employer to said employee. California Labor Code section 224 also
7 provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a
8 deduction is expressly authorized in writing by the employee."

9 119. During the relevant time period, on information and belief, Defendants
10 unlawfully deducted a portion of wages previously paid to other non-party Aggrieved
11 Employees, without their written authorization, in violation of California Labor Code sections
12 221 and 224.

13 120. Other non-party Aggrieved Employees are therefore entitled to recover civil
14 penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (g).

15 **SECRET PAYMENT OF A LOWER WAGE**

16 **VIOLATION OF LABOR CODE SECTION 223**

17 121. At all relevant times herein, California Labor Code section 223 makes it unlawful
18 for an employer to secretly pay wages lower than required by statute while purporting to pay
19 legal wages.

20 122. During the relevant time period, Defendants willfully and systematically
21 deducted money from other non-party Aggrieved Employees' wages without their express
22 written authorization. Defendants' deduction from their employees' wages resulted in the
23 payment of less than statutorily required wages to other non-party Aggrieved Employees. In
24 doing so, Defendants acted with the intent to deprive other non-party Aggrieved Employees of
25 statutory wages, including, but not limited to, overtime wages and/or minimum wages, to which
26 they were entitled to under California law. Thus, Defendants paid other non-party Aggrieved
27 Employees lower wages than those they were entitled to while purporting that other non-party
28 Aggrieved Employees were properly paid.

123. Defendants' failure to pay other non-party Aggrieved Employees the correct designated wage, while purporting to pay legal wages, is a violation of California Labor Code section 223. Other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (g).

FAILURE TO PROVIDE PAID SICK LEAVE BENEFITS
VIOLATION OF LABOR CODE SECTION 246

124. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. California Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

125. During the relevant time period, Defendants did not pay other non-party Aggrieved Employees the correct sick leave rates of pay. As stated, in addition to an hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, Defendants failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times when other non-party Aggrieved Employees took sick leave and received these other forms of pay, Defendants failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, Defendants paid other non-party Aggrieved Employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

126. Defendants' failure to properly calculate the sick leave rates of pay based on all

remuneration paid has resulted in an underpayment of sick leave benefits to other non-party Aggrieved Employees on a company-wide basis in violation of California Labor Code 246(l).

127. Other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN

VIOLATION OF LABOR CODE SECTIONS 551 and 552

128. At all relevant times herein, California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. Additionally, California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest.

129. At all relevant times herein set forth, California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six hours in any one day thereof.

130. During the relevant time period, Defendants required Plaintiff Meza and other non-party Aggrieved Employees to work approximately six (6) or more hours per day and seven (7) consecutive days in a workweek. For example, Plaintiff Meza sometimes worked seven (7) consecutive days without being afforded the opportunity to take one day's rest. Because Plaintiff Meza and other non-party Aggrieved Employees worked over thirty (30) hours per week and over six (6) hours in any one day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Plaintiff Meza and other non-party Aggrieved Employees signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

131. Thus, during the relevant time period, and in violation of California Labor Code sections 551 and 552, Defendants caused Plaintiff Meza and other non-party Aggrieved Employees to work more than six days in seven. Plaintiff Meza and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

///

FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11050(14)(A)

132. At all relevant times herein, 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.”

133. California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

134. Plaintiffs allege that Defendants’ restaurants are generally similar in their layout and design and there was, and continues to be, space behind host stands to allow for the presence and use of a seat or stool by other non-party Aggrieved Employees (with reasonable or no modification to these work areas) during the performance of their work duties. Defendants could have provided other non-party Aggrieved Employees with a seat or stool at host stands, but instead denied them seating and forced other non-party Aggrieved Employees to stand throughout the day.

135. Other non-party Aggrieved Employees spent a substantial portion of their day behind these or at these host stands. The nature of the work of an employee performing host duties can reasonably be accomplished from a seated position. However, Defendants systematically, and on a company-wide basis, did not provide seats or stools at or near host stands, forcing other non-party Aggrieved Employees to stand throughout their work shifts.

136. Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A), because other non-party Aggrieved Employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. Defendants’ management did not inform other non-party Aggrieved Employees that they were allowed to sit down, provide any means for them to

1 sit down, or mention any policy regarding sitting.

2 137. As a result of Defendants' company-wide policy and/or practice of prohibiting
3 employees from sitting during their shifts and company-wide failure to provide suitable seating,
4 other non-party Aggrieved Employees were forced to stand during shifts and denied seats.
5 Defendants' failure to provide suitable seating to other non-party Aggrieved Employees
6 violated and continues to violate California Labor Code section 1198 and IWC Wage Order No.
7 5-2001, subdivision 14(A).

8 138. Other non-party Aggrieved Employees are therefore entitled to recover civil
9 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

10 **FAILURE TO PROVIDE SUITABLE SEATING**
11 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
12 **REGULATIONS, TITLE 8, SECTION 11050(14)(B)**

13 139. At all relevant times herein, California Labor Code section 1198 makes it illegal
14 to employ an employee under conditions of labor that are prohibited by the applicable IWC
15 Wage Order. California Labor Code section 1198 requires that ". . . the standard conditions of
16 labor fixed by the commission shall be the . . . standard conditions of labor for employees. The
17 employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

18 140. California Code of Regulations, Title 8, section 11050 subdivision 14(B)
19 provides that "[w]hen employees are not engaged in the active duties of their employment and
20 the nature of the work requires standing, an adequate number of suitable seats shall be placed
21 in reasonable proximity to the work area and employees shall be permitted to use such seats
22 when it does not interfere with the performance of their duties."

23 141. During the relevant time period, Defendants violated California Labor Code
24 section 1198 and California Code of Regulations, Title 8, section 11050(14)(B), because other
25 non-party Aggrieved Employees were not allowed to sit, even during lulls in their work duties,
26 nor were they provided with suitable seats in reasonable proximity to their work areas.

27 142. Plaintiffs allege that Defendants' California restaurants are generally similar in
28 their layout and design and there was, and continues to be, space near their work areas (with

1 reasonable or no modification to these work areas) to allow for the presence and use of a seat
2 or stool by other non-party Aggrieved Employees during lulls in operation. Defendants could
3 have provided other non-party Aggrieved Employees with a seat or stool in their work areas,
4 but instead denied other non-party Aggrieved Employees suitable seating altogether and
5 effectively forced other non-party Aggrieved Employees to stand throughout the day.

6 143. Defendants did not provide other non-party Aggrieved Employees with seats or
7 stools in reasonable proximity to their work areas to allow them to use seats when it would not
8 interfere with the performance of their duties for times when they were not engaged in active
9 duties that require standing. In other words, to the extent other non-party Aggrieved Employees
10 engaged in duties in which the nature of the work required standing, Defendants denied them
11 the use of seats nearby during lulls in their work duties. Moreover, Defendants did not inform
12 other non-party Aggrieved Employees of their rights to a seat or stool under California law.

13 144. As a result of Defendants' company-wide policy and/or practice of prohibiting
14 employees from sitting at any time, even when they were not engaged in active duties requiring
15 standing, and company-wide failure to provide seats in reasonable proximity to their work areas,
16 other non-party Aggrieved Employees were forced to stand during shifts and denied seats.
17 Defendants' failure to provide suitable seating to other non-party Aggrieved Employees
18 violated and continues to violate California Labor Code section 1198 and IWC Wage Order No.
19 5-2001, subdivision 14(B).

20 145. Other non-party Aggrieved Employees are therefore entitled to recover civil
21 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

22 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

23 **VIOLATION OF LABOR CODE SECTION 2802**

24 146. At all times herein set forth, California Labor Code section 2802 provides that
25 an employer must reimburse employees for all necessary expenditures and losses incurred by
26 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
27 to prevent employers from passing off their cost of doing business and operating expenses on
28 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.” IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

147. First, during the relevant time period, Defendants, on a company-wide basis, required that Plaintiffs and other non-party Aggrieved Employees use their own 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 expenses. For example, Plaintiffs and other non-party Aggrieved Employees were required to use their personal cellular phones to complete mandatory trainings. Although Defendants required Plaintiffs and other non-party Aggrieved Employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, Defendants failed to reimburse them for this cost.

148. Second, during the relevant time period, Defendants, on a company-wide basis, required other non-party Aggrieved Employees to use their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, on information and belief, other non-party Aggrieved Employees were required to run company errands using their own personal vehicles. Although Defendants required other non-party Aggrieved Employees to utilize their personal vehicles to carry out their work-related responsibilities, Defendants failed to reimburse them for their mileage or travel expenses.

149. Third, during the relevant time period, Defendants required Plaintiffs and other non-party Aggrieved Employees to report to work wearing clean uniforms bearing the Denny’s company logo, including uniform shirts, pants, and aprons. Due to the nature of restaurant work, Plaintiffs’ and other non-party Aggrieved Employees’ uniform items would become

1 stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that they were unable
2 to mix these clothes in with other laundry. As a result, Plaintiff Meza had to wash her uniform
3 items separately from her regular clothing, thus incurring additional laundry expenses for the
4 upkeep of her uniforms. Defendants did not provide uniform laundering services to Plaintiffs
5 and other non-party Aggrieved Employees and did not reimburse them for the costs they
6 incurred maintaining their uniforms. Instead, Defendants passed the cost of maintaining
7 employee uniforms on to Plaintiffs and other non-party Aggrieved Employees.

8 150. Defendants could have provided Plaintiffs and other non-party Aggrieved
9 Employees with the actual equipment for use on the job, such as company mobile devices,
10 company vehicles, and access to laundering services. Or, Defendants could have reimbursed
11 employees for the costs of their mobile device usage, travel, mileage, and laundering expenses
12 or provided a uniform maintenance allowance. Instead, Defendants passed these operating costs
13 onto Plaintiffs and other non-party Aggrieved Employees. At all relevant times, Plaintiffs did
14 not earn at least two (2) times the minimum wage.

15 151. Defendants' company-wide policy and/or practice of not reimbursing employees
16 for expenses necessarily incurred and passing on their operating costs to Plaintiffs and other
17 non-party Aggrieved Employees violates California Labor Code section 2802. Plaintiffs and
18 other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant
19 to Labor Code sections 2699(a), (f), and (g).

20 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
21 **EMPLOYMENT**

22 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

23 152. California's Wage Theft Prevention Act was enacted to ensure that employers
24 provide employees with basic information material to their employment relationship at the time
25 of hiring, and to ensure that employees are given written and timely notice of any changes to
26 basic information material to their employment. Codified at California Labor Code section
27 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must
28 provide written notice to employees containing basic and material payroll information,

1 including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour,
2 shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the
3 regular payday designated by the employer, and any allowances claims as part of the minimum
4 wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

5 153. During the relevant time period, Defendants failed to provide Plaintiff Meza and
6 other non-party Aggrieved Employees with written notice that lists all the requisite information
7 set forth in Labor Code section 2810.5(a)(1)(A)-(C).

8 154. Defendants' failure to provide Plaintiff Meza and other non-party Aggrieved
9 Employees with written notice of basic information regarding their employment with
10 Defendants is in violation of California Labor Code section 2810.5. Plaintiff Meza and other
11 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
12 Labor Code sections 2699(a), (f), and (g).

13 **REQUEST FOR JURY TRIAL**

14 Plaintiffs request a trial by jury.

15 **PRAYER FOR RELIEF**

16 Plaintiffs, on behalf of all other non-party Aggrieved Employees, pray for relief and
17 judgment against Defendants, jointly and severally, as follows:

18 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
19 (\$25,000). Plaintiffs reserve the right to amend their prayer for relief to seek a different amount.

20 **As to the First Cause of Action**

21 2. That the Court declare, adjudge and decree that Defendants violated the
22 following California Labor Code provisions as to Plaintiffs and/or other non-party Aggrieved
23 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
24 (by failing to include all forms of remuneration in the regular rate of pay for purposes of paying
25 overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198
26 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198
27 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit
28 all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and

maintain accurate payroll records); 204 (by failing to timely pay all earned wages during employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 221 and 224 (by collecting and/or receiving wages already paid); 223 (by secretly paying wages lower than required by statute); 246 (by failing to properly calculate sick leave pay); 551 and 552 (by failing to provide one day's rest in seven); 1198 and the applicable IWC Wage Order (by failing to provide suitable seating); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of information material to employment);

3. For civil penalties, pursuant to California Labor Code sections 210, 225.5, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a), 221, 223, 224, 226.7, 246, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

4. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 221, 223, 224, 226.7, 246, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

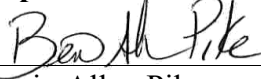
5. For pre-judgment and post-judgment interest as provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

Dated: August 19, 2025

Respectfully submitted,

Capstone Law APC

By: 
Bevin Allen Pike
Daniel S. Jonathan
Trisha K. Monesi
Shealene P. Mancuso
Attorneys for Plaintiff Delina Meza

Dated: August 19, 2025

Lawyers for Justice, PC

By: /s/ Vartan Madoyan
Edwin Aiwarzian
Vartan Madoyan
Attorneys for Plaintiff Rebecca Smith

EXHIBIT “1”



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

SAIRAH BUDHWANI
310.929.5455 Direct
Sairah.Budhwani@capstonelawyers.com

November 17, 2022

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Delina Meza v. Central Valley Diner, Inc., et al.*

Dear PAGA Administrator:

This office represents Delina Meza in connection with her claims under the California Labor Code. Ms. Meza was an employee of CENTRAL VALLEY DINER, INC.; WEST COAST DINER MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and/or VALLEY DINER MANAGEMENT INC. For the purpose of this letter, Ms. Meza collectively refers to these entities as "CENTRAL VALLEY."

The employers may be contacted directly at the addresses below:

CENTRAL VALLEY DINER, INC.
3550 MOWRY AVENUE SUITE 301
FREMONT, CA 94538

WEST COAST DINER MANAGEMENT, INC.
3550 MOWRY AVE #301
FREMONT, CA 94538

YADAV ENTERPRISES, INC.
3550 MOWRY AVE #301
FREMONT, CA 94538

VALLEY DINER MANAGEMENT, INC.
3550 MOWRY AVE 301
FREMONT, CA 94538

Ms. Meza intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Meza seeks relief on behalf of herself, the State of California, and other persons who are or were employed by CENTRAL VALLEY as a non-exempt, hourly paid employee at a Denny's restaurant location 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.

CENTRAL VALLEY employed Ms. Meza as an hourly paid, non-exempt employee from approximately 2011 to June 2022. Ms. Meza worked for CENTRAL VALLEY as a Cook at its Denny's restaurant location in Sacramento, California. During her employment, Ms. Meza typically worked eight (8) hours or more per day and six (6) days per week. At the time her employment ended, Ms. Meza was compensated approximately \$25.00 per hour. Ms. Meza's primary job duties included, without limitation, cooking, preparing plates, fulfilling orders, cleaning, and washing dishes.

CENTRAL VALLEY committed one or more of the following Labor Code violations against Ms. Meza, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

CENTRAL VALLEY’s Company-Wide and Uniform Payroll and HR Practices

CENTRAL VALLEY DINER, INC.; WEST COAST DINER MANAGEMENT, INC.; YADAV ENTERPRISES, INC.; and VALLEY DINER MANAGEMENT, INC. are California corporations. Together, they operate Denny’s restaurant franchise locations that offer a casual dining atmosphere and moderately priced dishes. Upon information and belief, CENTRAL VALLEY maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Fremont, California, for all non-exempt, hourly paid employees working for CENTRAL VALLEY in California, including Ms. Meza and other aggrieved employees. At all relevant times, CENTRAL VALLEY issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Meza and other aggrieved employees, regardless of their location or position.

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

CENTRAL VALLEY willfully failed to pay all overtime wages owed to Ms. Meza and other aggrieved employees. During the relevant time period, Ms. Meza 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.

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

First, during the relevant period, CENTRAL VALLEY had a company-wide policy and/or practice of improperly rounding employees' clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. CENTRAL VALLEY's rounding policy resulted in the failure to compensate Ms. Meza and other aggrieved employees fully for all hours worked, causing Ms. Meza and other aggrieved employees not be paid overtime wages for all of the overtime hours they actually worked. CENTRAL VALLEY's policy of rounding is unfair and has, over time, resulted in the underpayment of wages to Ms. Meza and other aggrieved employees. To the extent CENTRAL VALLEY's rounding policy has taken away time worked that was eligible for overtime, Ms. Meza and other aggrieved employees were denied overtime pay for all hours worked.

Second, during the relevant time period, CENTRAL VALLEY had a company-wide policy and/or practice of discouraging and impeding Ms. Meza and other aggrieved employees from recording hours worked that were outside of their scheduled shifts. On information and belief, CENTRAL VALLEY had a company-wide policy of staffing restaurant locations strictly based on the labor hours or labor budget set by corporate. CENTRAL VALLEY's policy of limiting employee hours to their scheduled shifts, coupled with CENTRAL VALLEY's understaffing policy and assignment of heavy workloads (*see infra*), led Ms. Meza and other aggrieved employees to work off-the-clock before and after their scheduled shift times, and on days off in order to complete their assigned tasks.

For example, about twice per month, Ms. Meza reported to work 15-20 minutes early to prepare plates and her workstation before she was permitted to clock in at her scheduled shift start-time. And approximately three (3) times per month, Ms. Meza continued working anywhere from 30 minutes to an hour after clocking out to finish preparing food orders and clean her workstation. Ms. Meza and other aggrieved employees were unable to record this time worked because, on information and belief, CENTRAL VALLEY's timekeeping system would not permit Ms. Meza and other aggrieved employees to clock in before their scheduled shift start times. And, CENTRAL VALLEY's management would not adjust Ms. Meza's and other aggrieved employees' time records to capture the time they spent working before and after their scheduled shifts.

As another example, approximately three (3) times per month, CENTRAL VALLEY required Ms. Meza to complete online trainings on new menu items for 20-30 minutes on her days off. CENTRAL VALLEY failed to track and/or record the time Ms. Meza and other aggrieved employees spent working before and after scheduled shifts and on their off days, and did not compensate them for this time.

Third, during the relevant period, CENTRAL VALLEY implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo mandatory COVID-19 temperature checks and/or health screenings before clocking in for their scheduled shifts. Prior to each shift, other aggrieved employees were required to spend up to ten (10) minutes waiting and/or undergoing CENTRAL VALLEY's mandatory temperature check/health screening, before being permitted to clock in for their shift. Even though CENTRAL VALLEY required these temperature checks and/or health screenings, CENTRAL VALLEY did not provide other aggrieved employees a mechanism to record this time worked so they could be compensated for the time spent undergoing mandatory temperature checks and/or health screenings.

Fourth, CENTRAL VALLEY's policies and/or practices of understaffing its restaurants while assigning heavy workloads resulted in a failure to provide Ms. Meza and other aggrieved employees with adequate meal period coverage, and thus, Ms. Meza and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. CENTRAL VALLEY also had a practice of failing to adhere to a schedule for meal periods, which further caused Ms. Meza and other aggrieved employees to not be relieved of their duties for compliant meal periods. Thus, Ms. Meza and other aggrieved employees were required to work through and/or had

their meal periods interrupted in order to complete their assigned workloads and handle customer demand, time for which they were not paid.

Fifth, on information and belief, CENTRAL VALLEY's management pressured employees to clock out for meal periods and/or adjusted Ms. Meza's and other aggrieved employees' time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, to try to limit the meal penalties that would need to be paid by CENTRAL VALLEY. Thus, CENTRAL VALLEY did not record all hours worked during meal periods, and Ms. Meza and other aggrieved employees performed work during meal periods for which they were not paid.

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

Furthermore, CENTRAL VALLEY did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CENTRAL VALLEY paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CENTRAL VALLEY failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, CENTRAL VALLEY failed to pay all overtime wages by paying a lower overtime rate than required.

CENTRAL VALLEY's failure to pay Ms. Meza 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. Ms. Meza and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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 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)(K) (defining "Hours Worked").

As set forth above, CENTRAL VALLEY had a company-wide policy and/or practice of rounding Ms. Meza's and other aggrieved employees' hourly clock-in and/or clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour, resulting in the failure to compensate Ms. Meza and other aggrieved employees for all hours worked.

Additionally, as stated above, CENTRAL VALLEY systematically failed to pay Ms. Meza and other aggrieved employees for actual hours worked before and after scheduled shifts, and on days off, because these hours were not accurately recorded. Because CENTRAL VALLEY discouraged and impeded Ms.

Meza and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, Ms. Meza and other aggrieved employees were required to work off-the-clock before and after scheduled shifts, and on days off, to complete their assigned duties, complete online trainings, and/or undergo COVID-19 temperature checks and/or health screenings.

Additionally, as set forth above, due to CENTRAL VALLEY's uniform practices of utilizing labor budgets, understaffing, assignment of heavy workloads, failure to adhere to a schedule for meal periods or provide meal periods, and subsequent lack of meal period coverage, Ms. Meza and other aggrieved employees were forced to forego meal periods and/or were otherwise not relieved of all duties during meal periods. Moreover, as stated above, on information and belief, in order to limit meal penalties that CENTRAL VALLEY would otherwise owe, CENTRAL VALLEY pressured Ms. Meza and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods.

Thus, CENTRAL VALLEY did not pay at least minimum wages for all hours worked by Ms. Meza and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CENTRAL VALLEY 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, CENTRAL VALLEY regularly failed to pay at least minimum wages to Ms. Meza 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. Ms. Meza and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

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, during the relevant time period, as stated and on information and belief, CENTRAL VALLEY had, and continues to have, a company-wide policy and/or practice of understaffing locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads and failure to adhere to a schedule for meal periods or provide meal periods at all, resulted in a lack of meal period coverage and prevented Ms. Meza and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Ms. Meza 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, Ms. Meza missed her meal periods entirely because there were an inadequate number of employees to take over her job duties such that she could take uninterrupted meal periods.

Second, CENTRAL VALLEY's management pressured employees to clock out for meal periods to reflect compliant meal periods and/or adjusted employee time records, regardless of whether they had received a compliant meal period or not, in an effort to try to reduce the number of meal penalties that would need to be paid by CENTRAL VALLEY.

Third, CENTRAL VALLEY did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Ms. Meza 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.

CENTRAL VALLEY knew or should have known that as a result of its company-wide policies and/or practices, Ms. Meza and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CENTRAL VALLEY further knew or should have known that it did not pay Ms. Meza and other aggrieved employees all meal period premiums when meal periods were missed, late, shortened, and/or interrupted.

As forth above, CENTRAL VALLEY has a company-wide policy and/or practice of rounding employee clock-in and clock-out times in its timekeeping system, which prevented Ms. Meza and other aggrieved employees from receiving all meal period premiums when they took late and/or shortened meal periods. As stated, CENTRAL VALLEY's rounding policy rounded employees' clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. To the extent that CENTRAL VALLEY's timekeeping system reported that Ms. Meza and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Ms. Meza and other aggrieved employees were entitled to a meal period penalty. Thus, Ms. Meza and other aggrieved employees did not receive meal period penalties for these improperly rounded meal periods.

Furthermore, CENTRAL VALLEY 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, Ms. Meza and other aggrieved employees have not received premium pay for missed, interrupted, shortened, or late meal periods. Alternatively, to the extent that CENTRAL VALLEY did pay other aggrieved employees premium pay for missed, late, interrupted and shortened meal periods, CENTRAL VALLEY did not pay other aggrieved employees at the correct rate of pay for premiums because CENTRAL VALLEY systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CENTRAL VALLEY failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Meza and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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, 269-270 (2016).

During the relevant time period, CENTRAL VALLEY regularly failed to authorize and permit Ms. Meza 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, CENTRAL VALLEY’s company-wide practices of understaffing while assigning heavy workloads prevented Ms. Meza and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, CENTRAL VALLEY failed to schedule rest periods, which, coupled with CENTRAL VALLEY’s failure to provide adequate rest period coverage, further led to Ms. Meza and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, CENTRAL VALLEY maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Meza and/or other aggrieved employees remain on the premises during their rest periods. Because Ms. Meza and/or other aggrieved employees were restricted from leaving CENTRAL VALLEY’s premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as completing personal errands. Thus, CENTRAL VALLEY effectively maintained control over Ms. Meza and/or other aggrieved employees during rest periods.

As a result of CENTRAL VALLEY’s practices and policies, Ms. Meza and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, during her employment, Ms. Meza had to forego her rest periods 2-3 times per week because of the heavy workload. When CENTRAL VALLEY scheduled Ms. Meza as the only cook on shift, Ms. Meza’s rest periods were often interrupted and/or cut short because she had to go back and continue to perform her duties as a cook.

CENTRAL VALLEY has also engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Meza and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CENTRAL VALLEY did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CENTRAL VALLEY did not pay other aggrieved employees at the correct rate of pay for premiums because CENTRAL VALLEY failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, CENTRAL VALLEY failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Meza and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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. CENTRAL VALLEY has not provided Ms. Meza 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, CENTRAL VALLEY has knowingly and intentionally provided Ms. Meza and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CENTRAL VALLEY issued uniform wage statements to Ms. Meza and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, CENTRAL VALLEY violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CENTRAL VALLEY did not record the time Ms. Meza and other aggrieved employees spent working off-the-clock, improperly rounded their total hours worked, 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), CENTRAL VALLEY did not list the correct amount of gross wages and net wages earned by Ms. Meza and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, CENTRAL VALLEY failed to accurately list the total number of hours worked by Ms. Meza 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).

Additionally, because CENTRAL VALLEY did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, CENTRAL VALLEY did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). CENTRAL VALLEY also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

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; failing to list the name and address of the legal entity that is the employer; 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), CENTRAL VALLEY willfully failed to maintain accurate payroll records for Ms. Meza 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 and improperly rounding Ms. Meza’s and other aggrieved employees’ total hours 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, CENTRAL VALLEY engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Ms. Meza and other aggrieved employees, in violation of section 1198. Furthermore, in light of CENTRAL VALLEY’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, CENTRAL VALLEY kept no records of meal start and end times for second meal periods.

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

Ms. Meza and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

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, CENTRAL VALLEY failed to pay Ms. Meza and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or paid sick leave, within any time period specified by California Labor Code section 204. In addition, CENTRAL VALLEY failed to timely pay Ms. Meza and/or other aggrieved employees wages owed by making payment of wages to Ms. Meza and other aggrieved employees more than seven (7) calendar days following the close of the payroll period.

Ms. Meza and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

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.

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

Ms. Meza and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 221 and 224 – Unlawful Deductions

California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee."

During the relevant time period, on information and belief, CENTRAL VALLEY unlawfully deducted a portion of wages previously paid to other aggrieved employees, without their written authorization, in violation of California Labor Code sections 221 and 224.

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 223 – Secret Payment of Lower Wages

California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

During the relevant time period, CENTRAL VALLEY willfully and systematically deducted money from other aggrieved employees' wages without their express written authorization. CENTRAL VALLEY's deduction from its employees' wages resulted in the payment of less than statutorily required wages to other aggrieved employees. In doing so, CENTRAL VALLEY acted with the intent to deprive other

aggrieved employees of statutory wages, including, but not limited to, overtime wages and/or minimum wages, to which they were entitled to under California law. Thus, CENTRAL VALLEY paid other aggrieved employees lower wages than those they were entitled to while purporting that other aggrieved employees were properly paid.

CENTRAL VALLEY's failure to pay other aggrieved employees the correct designated wage, while purporting to pay legal wages, is a violation of California Labor Code section 223. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 246 – Unpaid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, CENTRAL VALLEY did not pay other aggrieved employees the correct sick leave rates of pay. In addition to an hourly wage, CENTRAL VALLEY paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CENTRAL VALLEY failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave rate. Therefore, during times when other aggrieved employees took sick leave and received these other forms of pay, CENTRAL VALLEY failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, CENTRAL VALLEY paid other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

CENTRAL VALLEY's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to other aggrieved employees on a company-wide basis in violation of Labor Code 246(l). Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 551 and 552 – Failure to Provide One Day's Rest in Seven

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six (6) hours in any one day thereof.

During the relevant period, CENTRAL VALLEY required Ms. Meza and other aggrieved employees to work approximately six (6) or more hours per day and seven (7) consecutive days in a workweek. For example, Ms. Meza sometimes worked seven (7) consecutive days without being afforded the opportunity

to take one day's rest. Because Ms. Meza and other aggrieved employees worked over thirty (30) hours per week and over six (6) hours in any one day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Ms. Meza and other aggrieved employees signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

Thus, CENTRAL VALLEY caused Ms. Meza and other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Ms. Meza and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(A) – Failure to Provide Suitable Seating

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(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

CENTRAL VALLEY’s California Denny’s restaurants are generally similar in their layout and design and there was, and continues to be, space behind host stands to allow for the presence and use of a seat or stool by other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. CENTRAL VALLEY could provide other aggrieved employees with a seat or stool at its host stands, but instead denies employees seating and forces other aggrieved employees to stand throughout the day.

Other aggrieved employees spent a substantial portion of their day behind or at these host stands. The nature of the work of an employee performing host duties at host stands can reasonably be accomplished from a seated position. However, as set forth herein, CENTRAL VALLEY systematically, and on a company-wide basis, does not provide seats or stools at or near the host stands, forcing other aggrieved employees to stand throughout their work shifts.

CENTRAL VALLEY violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A) because other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. CENTRAL VALLEY’s management did not inform other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of CENTRAL VALLEY's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, other aggrieved employees were forced to stand during shifts and denied seats. CENTRAL VALLEY's failure to provide suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, subdivision 14(A).

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring CENTRAL VALLEY into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(B) – Failure to Provide Suitable Seating

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(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during “lulls in operation.” *Id.*

CENTRAL VALLEY's California Denny's restaurants are generally similar in their layout and design and there was, and continues to be, space near other aggrieved employees' work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by other aggrieved employees during lulls in operation. CENTRAL VALLEY could have provided other aggrieved employees with a seat or stool in its work areas, but instead denied, and continues to deny, employees seating, forcing them to stand throughout the day.

CENTRAL VALLEY did not provide other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent other aggrieved employees engaged in duties in which the nature of the work required standing, CENTRAL VALLEY denied them the use of seats nearby during lulls in their work duties. Moreover, CENTRAL VALLEY did not inform other aggrieved employees of their rights to a seat or stool under California law.

As a result of CENTRAL VALLEY's company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, other aggrieved employees were forced to stand during shifts and denied seats. CENTRAL VALLEY's failure to provide

suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(B).

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring CENTRAL VALLEY into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

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." IWC Wage Order No. 5-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, CENTRAL VALLEY, on a company-wide basis, required that Ms. Meza and other aggrieved employees use their own 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 expenses. For example, Ms. Meza and other aggrieved employees were required to use their personal cellular phones to complete mandatory trainings. Although CENTRAL VALLEY required Ms. Meza and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, CENTRAL VALLEY failed to reimburse them for this cost.

Second, during the relevant time period, CENTRAL VALLEY, on a company-wide basis, required other aggrieved employees to use their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, on information and belief, other aggrieved employees were required to run company errands using their own personal vehicles. Although CENTRAL VALLEY required other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, CENTRAL VALLEY failed to reimburse them for their mileage or travel expenses.

Third, during the relevant time period, CENTRAL VALLEY required Ms. Meza and other aggrieved employees to report to work wearing clean uniforms bearing the Denny's company logo, including uniform shirts, pants, and aprons. Due to the nature of restaurant work, Ms. Meza's and other aggrieved employees' uniform items would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that they were unable to mix these clothes in with other laundry. As a result, Ms. Meza had to wash her uniform items separately from her regular clothing, thus incurring additional laundry expenses for the upkeep of her uniforms. CENTRAL VALLEY did not provide uniform laundering services to Ms. Meza and other aggrieved employees and did not reimburse them for the costs they incurred maintaining their uniforms. Instead, CENTRAL VALLEY passed the cost of maintaining employee uniforms on to Ms. Meza and other aggrieved employees.

CENTRAL VALLEY could have provided Ms. Meza and/or other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, company vehicles, and access to

laundry services. Or, CENTRAL VALLEY could have reimbursed employees for the costs of their mobile device usage, travel, mileage, and laundry expenses or provided a uniform maintenance allowance. Instead, CENTRAL VALLEY passed these operating costs off onto Ms. Meza and other aggrieved employees. At all relevant times, Ms. Meza did not earn at least two (2) times the minimum wage.

Thus, CENTRAL VALLEY 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. Ms. Meza and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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.

At all relevant times, on information and belief, CENTRAL VALLEY failed, on a company-wide basis, to provide written notice to Ms. Meza and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). CENTRAL VALLEY's failure to provide Ms. Meza and other aggrieved employees with written notice of basic information regarding their employment with CENTRAL VALLEY is in violation of Labor Code section 2810.5.

Ms. Meza and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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." CENTRAL VALLEY, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Meza's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Meza seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular

California Labor Code sections 1194.5, 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Meza, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against CENTRAL VALLEY for violations of California Labor Code sections 201, 202, 204, 226(a), 221, 223, 224, 226.7, 246, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

Pre-Litigation Demand

This notice shall further serve as Ms. Meza's reasonable attempt to settle her dispute with CENTRAL VALLEY prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform CENTRAL VALLEY of Ms. Meza's aforementioned grievances and the proposed remedies as detailed below, while affording CENTRAL VALLEY a reasonable opportunity to satisfy Ms. Meza's demands.

Demand is hereby made that CENTRAL VALLEY shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. CENTRAL VALLEY shall pay Ms. Meza and all other aggrieved employees employed by CENTRAL VALLEY at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. CENTRAL VALLEY shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. CENTRAL VALLEY shall conduct a survey or interview all current and former aggrieved employees in California who worked for CENTRAL VALLEY in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for travel expenses, mileage, mobile device expenses, uniform maintenance costs, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. CENTRAL VALLEY shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. CENTRAL VALLEY also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. CENTRAL VALLEY shall reimburse Ms. Meza and all aggrieved employees who were required to pay for any business expenses incurred for CENTRAL VALLEY's benefit, including, but not limited to, costs of travel expenses, mileage, mobile device expenses, and uniform maintenance costs, as required by Labor Code section 2802.
6. CENTRAL VALLEY shall pay accrued legal interest to Ms. Meza and all aggrieved employees at the rate of 10% per annum for said unpaid wages.

7. CENTRAL VALLEY shall provide Ms. Meza and all aggrieved employees employed by CENTRAL VALLEY at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. CENTRAL VALLEY shall properly calculate aggrieved employees' rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave based on all remuneration paid, pursuant to Labor Code sections 226.7, 246(l), 510, and 1198.
9. CENTRAL VALLEY shall pay each aggrieved employee unpaid wages and compensation for violations arising from its unlawful deductions, pursuant to Labor code sections 221 and 224, and its secret payment of lower wages pursuant to Labor code section 223.
10. CENTRAL VALLEY shall provide Ms. Meza and all aggrieved employees who worked over thirty (30) hours per week and over six (6) hours per day in a workweek with one day's rest in seven, as required by Labor Code sections 551 and 552.
11. CENTRAL VALLEY shall implement and provide suitable seating to all aggrieved employees.
12. CENTRAL VALLEY shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
13. CENTRAL VALLEY shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
14. CENTRAL VALLEY shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 225.5, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 5-2001, section 20.

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

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

Best Regards,



Sairah Budhwani

Copy: CENTRAL VALLEY DINER, INC. (via U.S. Certified Mail); WEST COAST DINER MANAGEMENT, INC. (via U.S. Certified Mail); YADAV ENTERPRISES, INC. (via U.S. Certified Mail); VALLEY DINER MANAGEMENT, INC. (via U.S. Certified Mail)

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

CERTIFIED MAIL



7022 2410 0000 2406 3928

CENTRAL VALLEY DINER, INC.
3550 MOWRY AVENUE SUITE 301
FREMONT, CA 94538

SENDER: COMPLETE THIS SECTION

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

CENTRAL VALLEY DINER, INC.
3550 MOWRY AVENUE SUITE 301
FREMONT, CA 94538



9590 9402 1512 5362 2480 03

2. Article Number (Transfer from service label)

7022 2410 0000 2406 3928

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

Service Type

☐ Adult Signature

☐ Priority Mail Express®

☐ Adult Signature Restricted Delivery

☐ Registered Mail™

☐ Certified Mail®

☐ Registered Mail Restricted Delivery

☐ Certified Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Collect on Delivery Restricted Delivery

☐ Signature Confirmation Restricted Delivery

☐ Insured Mail

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Premium Receipt (hardcopy) \$

☐ Premium Receipt (electronic) \$

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Signature Confirmation \$

☐ Signature Confirmation Restricted Delivery \$

☐ Insured Mail \$

☐ Insured Mail Restricted Delivery \$

☐ Registered Mail \$

☐ Registered Mail Restricted Delivery \$

☐ Certified Mail \$

☐ Certified Mail Restricted Delivery \$

☐ Collect on Delivery \$

☐ Collect on Delivery Restricted Delivery \$

☐ Signature Confirmation \$

☐ Signature Confirmation Restricted Delivery \$

☐ Insured Mail \$

☐ Insured Mail Restricted Delivery \$

☐ Registered Mail \$

☐ Registered Mail Restricted Delivery \$

☐ Certified Mail \$

☐ Certified Mail Restricted Delivery \$

☐ Collect on Delivery \$

☐ Collect on Delivery Restricted Delivery \$

☐ Signature Confirmation \$

☐ Signature Confirmation Restricted Delivery \$

☐ Insured Mail \$

☐ Insured Mail Restricted Delivery \$

☐ Registered Mail \$

☐ Registered Mail Restricted Delivery \$

☐ Certified Mail \$

☐ Certified Mail Restricted Delivery \$

☐ Collect on Delivery \$

☐ Collect on Delivery Restricted Delivery \$

☐ Signature Confirmation \$

☐ Signature Confirmation Restricted Delivery \$

☐ Insured Mail \$

☐ Insured Mail Restricted Delivery \$

☐ Registered Mail \$

☐ Registered Mail Restricted Delivery \$

☐ Certified Mail \$

☐ Certified Mail Restricted Delivery \$

☐ Collect on Delivery \$

☐ Collect on Delivery Restricted Delivery \$

☐ Signature Confirmation \$

☐ Signature Confirmation Restricted Delivery \$

☐ Insured Mail \$

☐ Insured Mail Restricted Delivery \$

☐ Registered Mail \$

☐ Registered Mail Restricted Delivery \$

☐ Certified Mail \$

☐ Certified Mail Restricted Delivery \$

☐ Collect on Delivery \$

☐ Collect on Delivery Restricted Delivery \$

☐ Signature Confirmation \$

☐ Signature Confirmation Restricted Delivery \$

☐ Insured Mail \$

☐ Insured Mail Restricted Delivery \$

☐ Registered Mail \$

☐ Registered Mail Restricted Delivery \$

☐ Certified Mail \$

☐ Certified Mail Restricted Delivery \$

☐ Collect on Delivery \$

☐ Collect on Delivery Restricted Delivery \$

☐ Signature Confirmation \$

☐ Signature Confirmation Restricted Delivery \$

☐ Insured Mail \$

☐ Insured Mail Restricted Delivery \$

☐ Registered Mail \$

☐ Registered Mail Restricted Delivery \$

☐ Certified Mail \$

☐ Certified Mail Restricted Delivery \$

☐ Collect on Delivery \$

☐ Collect on Delivery Restricted Delivery \$

☐ Signature Confirmation \$

☐ Signature Confirmation Restricted Delivery \$

☐ Insured Mail \$

7022 2410 0000 2406 3928

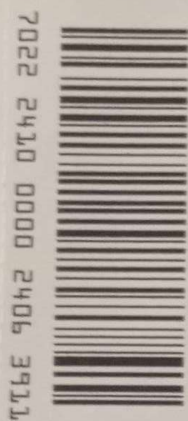
CENTRAL VALLEY DINER, INC.
3550 MOWRY AVENUE SUITE 301
FREMONT, CA 94538

MEY
CENTRAL VALLEY DINER
Postmark
Date

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

Instructions

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



7022 2410 0000 2406 3911

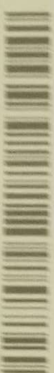
CERTIFIED MAIL

WEST COAST DINER MANAGEMENT, INC.
3550 MOWRY AVE #301
FREMONT, CA 94538

SENDER: COMPLETE THIS SECTION

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

WEST COAST DINER MANAGEMENT, INC.
3550 MOWRY AVE #301
FREMONT, CA 94538



9590 9402 1512 5362 2480 10

2. Article Number (Transfer from article label)
7022 2410 0000 2406 3911

PS Form 3811, July 2015 PSN 7520-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

Received by (Printed Name)

☐ Agent
☐ Addressee

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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

OFFICIAL USE

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

Certified Mail Fee

Extra Services & Fees (Check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic) \$ _____

☐ Certified Mail Restricted Delivery \$ _____

McL

cc: [unclear]

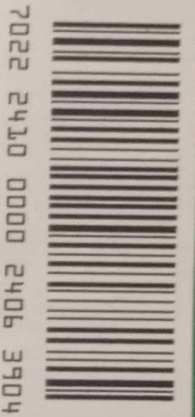
Postmark

Date

7022 2410 0000 2406 3911

WEST COAST DINER MANAGEMENT, INC.
3550 MOWRY AVE #301
FREMONT, CA 94538

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



7022 2410 0000 2406 3904

YADAV ENTERPRISES, INC.
3550 MOWRY AVE #301
FREMONT, CA 94538

SENDER: COMPLETE THIS SECTION

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

YADAV ENTERPRISES, INC.
3550 MOWRY AVE #301
FREMONT, CA 94538



2. A055010440217406102122-45 10-29

7022 2410 0000 2406 3904

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

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☐ Addressee
- 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

Service Type

- ☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail (PSN)
☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic) \$ _____

new
v.
certified
Postmark

YADAV ENTERPRISES, INC.
3550 MOWRY AVE #301
FREMONT, CA 94538

7022 2410 0000 2406 3904

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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

7022 2410 0000 2406 3898



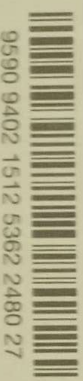
CERTIFIED MAIL

VALLEY DINER MANAGEMENT, INC.
3550 MOWRY AVE 301
FREMONT, CA 94538

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

VALLEY DINER MANAGEMENT, INC.
3550 MOWRY AVE 301
FREMONT, CA 94538



9590 9402 1512 5362 2480 27

2. Article Number (Transfer from service label)

7022 2410 0000 2406 3898

PS Form 3811, July 2016 PSN 7530-02-000-9053

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
- ☐ Collect on Delivery Restricted Delivery (all Restricted Delivery)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2406 3898

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery

Postmark

VALLEY DINER MANAGEMENT, INC.
3550 MOWRY AVE 301
FREMONT, CA 94538

Instructions

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

CENTRAL VALLEY DINER, INC.

3550 MOWRY AVENUE SUITE 301

FREMONT, CA 94538

9590 9402 1512 5362 2480 03

7022 2410 0000 2406 3928

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

Received by (Printed Name)

Cathy M.

C. Date of Delivery

11-21-22

Is delivery address different from item 1?

If YES, enter delivery address below:

Yes

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

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

VALLEY DINER MANAGEMENT, INC.

3550 MOWRY AVE 301

FREMONT, CA 94538

9590 9402 1512 5362 2480 27

7022 2410 0000 2406 3898

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

3. Received by (Printed Name)

Cathy M.

C. Date of Delivery

11-21-22

4. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes

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

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

WEST COAST DINER MANAGEMENT, INC.

3550 MOWRY AVE #301

FREMONT, CA 94538

9590 9402 1512 5362 2480 10

7022 2410 0000 2406 3911

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

1. Received by (Printed Name)

C. M. MINGO

C. Date of Delivery

11-21-22

2. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes

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

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece

YADAV ENTERPRISES, INC.

3550 MOWRY AVE #301

FREMONT, CA 94538

9590 9402 1512 5362 2480 19

7022 2410 0000 2406 3904

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. M. MINGO

C. Date of Delivery

11-21-22

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes

No

Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Signature Confirmation™

Signature Confirmation Restricted Delivery

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

EXHIBIT “2”

LAWYERS FOR JUSTICE

January 11, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: CENTRAL VALLEY DINER, INC.

Dear Representative:

We have been retained to represent Rebecca Smith against Central Valley Diner, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “CVD”) for violations of California wage-and-hour laws. Ms. Smith seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Smith seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

CVD employed Ms. Smith as an hourly-paid, non-exempt employee from approximately February 2022 to approximately November 2022, in the State of California.

The “aggrieved employees” that Ms. Smith may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, CVD has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001.

CVD required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, clean and set up tables, take all dirty dishes to the kitchen, and responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-

and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Smith and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Smith and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, CVD required Ms. Smith and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. CVD also required aggrieved employees to stay on work premises during rest periods.

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 if an employee quits 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' 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. During the relevant time period, CVD failed to pay Ms. Smith and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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. During the relevant time period, CVD failed to pay Ms. Smith and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, CVD did not provide Ms. Smith and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from CVD were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Smith and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil

penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Smith and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Smith and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Smith and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Smith and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, 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 with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, CVD failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Smith and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, CVD did not provide Ms. Smith and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, require that for 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. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, CVD failed to pay Ms. Smith and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Smith and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, CVD failed to pay Ms. Smith and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Smith and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Smith and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by CVD. These costs include, but are not limited to, the use of a personal phone for work-related tasks and the purchasing and maintenance of clothing and non-slip shoes in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. Smith seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

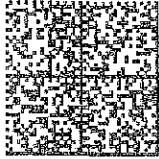


Christina Galajan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Central Valley Diner, Inc.
c/o Anil Yadav
Agent for Service of Process
3550 Mowry Avenue, Suite 301
Fremont, CA 94538

PITNEY BOWES
\$8.54
 US POSTAGE
 FIRST-CLASS
 028W0004897454
 2000162203
 ZIP 91203
 JAN 11 2023



CERTIFIED MAIL



7020 2450 0001 0966 6907
 7020 2450 0001 0966 6907

U.S. CERTIFIED MAIL
 PAGA Notice_Smith v. Central Valley Diner, Inc

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

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark
 Here

Central Valley Diner, Inc.
 c/o Anil Yadav
 Agent for Service of Process
 3550 Mowry Avenue, Suite 301
 Fremont, CA 94538

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

LAWYERS FOR JUSTICE
 410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Central Valley Diner, Inc
c/o Anil Yadav
Agent for Service of Process
3550 Mowry Avenue, Suite 301
Fremont, CA 94538



9590 9402 6539 1028 3162 79

2. Article Number (Transfer from services label)

7020 2450 0001 0966 6907

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

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

(over \$500)
all Restricted Delivery

Domestic Return Receipt

Certified Mail

- A receipt (this portion)
- A unique identifier for
- Electronic verification of delivery.
- A record of delivery (in signature) that is retained for a specified period.

Important Reminder:

- You may purchase Certified Mail® service with First-Class Mail®, First-Class Mail® service, Certified Mail service, or Priority Mail® service.
- Insurance coverage is with Certified Mail service. Insurance coverage of certain Priority Mail items.
- For an additional fee, endorsement on the following services:
 - Return receipt service of delivery (including electronic version). You can request a complete PS Form 3800, April 2020 PSN 7530-02-000-9053. Attach PS Form 3800, April 2020 PSN 7530-02-000-9053.

PS Form 3800, April 2020 PSN 7530-02-000-9053



GLENDAL
313 E BROADWAY
GLENDAL, CA 91205-9998
(800)275-8777

01/11/2023 05:20 PM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

First-Class Mail® Letter	1		\$0.60
--------------------------	---	--	--------

Fremont, CA 94538
Weight: 0 lb 1.00 oz
Estimated Delivery Date
Sat 01/14/2023

Certified Mail®			\$4.00
-----------------	--	--	--------

Tracking #:
70202450600109666907

Return Receipt			\$3.25
----------------	--	--	--------

Tracking #:
9590 9402 6539 1028 3162 79

Affixed Postage			-\$7.85
-----------------	--	--	---------

Affixed Amount: \$7.85

Total			\$0.00
-------	--	--	--------

Grand Total:			\$0.00
--------------	--	--	--------

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 053012-0711
Receipt #: 840-59130024-2-7017640-2
Clerk: 21

U.S. CERTIFIED MAIL Notice_Smith v. Central Valley Diner, Inc

For delivery information, visit our website at www.usps.com
Fremont, CA 94538

Certified Mail Fee	\$4.00
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$3.25
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Central Valley Diner, Inc.
c/o Anil Yadav
Agent for Service of Process
3550 Mowry Avenue, Suite 301
Fremont, CA 94538

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On **August 19, 2025**, I served the documents described as: **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** by sending ☐ the original or ☒ a true copy thereof to the interested parties as follows:

Damien Delaney
damien.delaney@akerman.com
Matthew Gurnick
matthew.gurnick@akerman.com
AKERMAN LLP
601 West 5th Street, Suite 300
Los Angeles, CA 90071
Tel.: (213) 688-9500
Fax: (213) 599-2719

Attorneys for Defendants
CENTRAL VALLEY DINER, INC.; WEST
COAST DINER MANAGEMENT, INC.;
YADAV ENTERPRISES, INC.; and
VALLEY DINER MANAGEMENT, INC.,

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **August 19, 2025**, at Los Angeles, California.

Xochitl Tapia
Type or Print Name


Signature