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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
03/13/2023 at 10:01:00 AM
Clerk of the Superior Court
By Brandon Krause, Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

RONNIE WALDON, JR., an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

NOBU SAN DIEGO, LLC; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 37-2023-00001244-CU-OE-CTL

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

**[Case Assigned for all purposes to Hon.
Katherine Bacal in Dept. C-69]**

**[Amended as a matter of right, pursuant to
Labor Code § 2699.3(a)(2)(C)]**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7
4. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
5. Violation of Labor Code § 226(a)
6. Penalties Pursuant to Labor Code § 203
7. Violation of Business & Professions Code § 17200
8. Penalties Pursuant to Labor Code § 2699, et seq.

1 Plaintiff RONNIE WALDON, JR.¹, an individual, on behalf of himself, all others similarly
2 situated, and on behalf of the people of the State of California and as an “aggrieved employee”
3 under Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”),
4 complains of Defendant NOBU SAN DIEGO, LLC (“Defendant”) and each of them, as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
8 382, on behalf of Plaintiff and a Proposed Class defined as:

- 9 a. All non-exempt employees who are employed or have been
10 employed by Nobu San Diego, LLC, in the State of California who
11 worked one or more pay periods since four (4) years prior to the
12 filing of this action to the present plus any additional time during
13 which the statutes of limitation for the causes of action herein were
14 tolled pursuant to Emergency Rule 9 of the California Rules of
15 Court, the ‘Emergency Rules Related to COVID-19’. (“Proposed
16 Class”)

17 2. From at least four (4) years² prior to the filing of this action continuing to the
18 present, Defendant has had a consistent policy of failing to pay wages and/or overtime to all
19 Proposed Class members when they work more than eight (8) hours in a day and/or forty (40)
20 hours in a week. Plaintiff and other Proposed Class members were required to perform work “off
21 the clock” without compensation and paid at a pay rate that fell below the minimum wage rate in
22 violation of California law.

23 3. From at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendant has had a consistent policy of failing to inform members of the Proposed Class

25 ¹ Plaintiff set a notice letter to the Labor and Workforce Development Agency (“LWDA”) and
26 Defendant Nobu San Diego, LLC on January 5, 2023, which incorrectly stated Mr. Waldon’s
27 last name as “Waldron” instead of “Waldon”. To correct this error, Plaintiff sent an amended
28 notice letter on January 19, 2023, correctly stating Mr. Waldon’s last name as “Waldon”.

² Any limitations period referenced in this complaint is extended pursuant to Emergency Rule 9
(a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of
Court, adopted effective April 6, 2020, which provides that the statutes of limitation that
exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020
[“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action
that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to
the relevant time period or statute of limitations referenced in this complaint is extended into
the past by the number of days in which this tolling was in effect.

1 of their right to take meal periods by way of a lawful policy, failing to provide compliant meal
2 periods, and failing to pay such employees one (1) hour of pay at the employees' regular rate of
3 compensation for each workday that the compliant meal period was not provided as required by
4 California state wage and hour laws. Defendant also had a consistent policy of paying meal period
5 premiums at the base rate and not the blended rate, when meal period premiums are provided, in
6 violation of *Ferra v. Loews Hollywood Hotel, LLC* and Labor Code §§ 226.7, 512.

7 4. From at least four (4) years prior to the filing of this action and continuing to the
8 present, Defendant failed to apprise Plaintiff and all members of the Proposed Class of their rights
9 associated with rest periods and failed to provide compliant rest periods. Defendant has had a
10 consistent policy of failing to provide all required, compliant rest periods of at least ten (10)
11 minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one
12 (1) hour of pay at the employee's regular rate of compensation for each workday that the compliant
13 rest period was not provided, as required by California state wage and hour laws. As discussed
14 above, *Ferra* requires the rest period premium payments must include the hourly value of any
15 nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an
16 employee's base hourly rate. Defendant has had a consistent policy of paying rest period premiums
17 at the base rate and not the blended rate when rest premiums are provided, in violation of Labor
18 Code § 226.7.

19 5. From at least four (4) years prior to the filing of this action and continuing to the
20 present, Defendant has violated Labor Code § 2802 by failing to reimburse Plaintiff and the
21 Proposed Class for out of pocket business related expenses.

22 6. For at least one (1) year prior to the filing of this action continuing to the present,
23 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 5-2001
24 and Labor Code § 226(a) by failing to provide Plaintiff and the Proposed Class accurate itemized
25 wage statements.

26 7. For at least three (3) years prior to the filing of this action continuing to the present,
27 Defendant has failed to pay all wages due at the time of termination or resignation to Proposed
28 Class.

8. Plaintiff brings this action on behalf of himself and all members of the Proposed Class pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage Order 5-2001; and California Code of Regulations, Title 8, Section 11050, seeking unpaid wages/overtime, including minimum wages, meal and rest period penalties, reimbursement of out of pocket expenses, wage statements penalties, all wages due upon termination, other penalties as appropriate, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

9. Plaintiff, on behalf of himself and all Proposed Class members, pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

10. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph 1 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in his PAGA notice letters (*see* Exhibit “1”), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking penalties for Defendant’s violations of Labor §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199 and 2802.

II.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

12. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of San Diego and the State of California through their acts, and by their

violation of the California Labor Code, California state common law, and California Business & Professions Code § 17200, *et seq.*

13. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendant operates within California and does business within San Diego County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class members within the State of California and the county of San Diego.

14. This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

15. Plaintiff files this amended complaint adding a claim for penalties pursuant to Labor Code § 2699, *et seq.* as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)].

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III.

PARTIES

A. PLAINTIFF

16. Plaintiff RONNIE WALDON, JR. is a resident of California.

17. As specifically pled herein, Plaintiff and all members of the Proposed Class, were regularly required to:

- a. Work without being paid for all minimum wages;
- b. Work without being paid for all hours worked;
- c. Work without being provided compliant meal periods;
- d. Work without being provided compliant rest periods;
- e. Work without being reimbursed for out of pocket business related expenses;
- f. Work without being provided accurate itemized wage statements.

18. Defendant willfully failed to compensate Plaintiff and all members of the Proposed Class for wages at the termination of their employment with Defendant.

1 19. As a result of this conduct, Defendant has engaged in unfair competition and
2 unlawful business practices.

3 20. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA
4 are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code
5 §2699(c).)

6 **B. DEFENDANTS**

7 21. Defendant NOBU SAN DIEGO, LLC is believed to be a Delaware corporation
8 operating within the State of California. Defendant’s corporate address is believed to be 40 West
9 57th St #320, New York, NY 10019. Upon information and belief, Defendant employed Plaintiff
10 and similarly situated persons as hourly employees within California. Defendant has done and
11 does business throughout the State of California.

12 22. The true names and capacities, whether individual, corporate, associate, or
13 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
14 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
15 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
16 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
17 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
18 capacities of the Defendants designated hereinafter as DOES when such identities become known.

19 23. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
20 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
21 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
22 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
23 employer and/or joint employer of Plaintiff and members of the Proposed Class.

24 24. Furthermore, Defendants acted in all respects as the employers or joint employers
25 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or
26 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
27 engaged, thereby creating a common law employment relationship, with the Proposed Class.
28 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

1 **IV.**

2 **FACTUAL BACKGROUND**

3 25. Plaintiff and members of the Proposed Class are, and at all times pertinent hereto,
4 have been classified as non-exempt employees by Defendant. Defendant hires employees who
5 work as hourly employees who are paid on an hourly basis.

6 26. Upon information and belief, Plaintiff and the Proposed Class are covered by
7 California Industrial Welfare Commission Occupational Wage Order No. 5-2001 (Title 8 Cal.
8 Code of Regs. § 11050).

9 27. On a regular and consistent basis, Plaintiff and the Proposed Class members were
10 not paid at the proper rate of compensation. Plaintiff and Proposed Class members were not
11 properly compensated for overtime at the appropriate rate of pay because Defendant failed to
12 compensate them at the appropriate overtime rate when they worked over eight (8) hours in one
13 day and/or forty (40) hours in one week. Plaintiff and other Proposed Class members were not
14 properly compensated for overtime at the appropriate rate of pay, because they were required to
15 perform work “off the clock” without compensation. Additionally, Defendant failed to pay
16 Plaintiff and the Proposed Class at the minimum wage rate by failing to pay them for their out of
17 pocket COVID-19 expenses for business related purposes.

18 28. On a regular and consistent basis, Plaintiff and members of the Proposed Class have
19 been forced by Defendant to work over five (5) hours in one day without being provided a thirty
20 (30) minute compliant meal break and not being compensated one (1) hour of pay at their regular
21 rate of compensation for each workday that a compliant meal period was not provided or provided
22 after five (5) hours, all in violation of California labor laws, regulations, and Industrial Welfare
23 Commission Wage Orders. Defendant has had a consistent policy of paying meal period premiums
24 at the base rate and not the blended rate when meal period premiums are provided, in violation of
25 *Ferra* and Labor Code §§ 226.7 and 512. Defendant also failed to inform Plaintiff and the
26 Proposed Class of their right to take compliant meal periods by way of a lawful policy.

27 29. On a regular and consistent basis, Defendant has failed to provide Plaintiff and
28 members of the Proposed Class all required compliant rest periods of at least ten (10) minutes per

four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each workday that the compliant rest period was not provided, as required by California state wage and hour laws. Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate, when rest break premiums are provided, as required. Defendant also failed to inform Plaintiff and the Proposed Class of their right to take compliant rest periods by way of a lawful policy.

30. On a regular and consistent basis, Defendant has failed to reimburse Plaintiff and the Proposed Class for out of pocket business related expenses in violation of Labor Code § 2802. As mentioned above, Defendant required that Plaintiff and the Proposed Class use their personal cell phones to complete mandatory COVID-19 screenings before their scheduled start time. These personal cell phones were a necessary part of Plaintiff and the Proposed Class's job duties because if they did not complete these screenings, they could not commence their scheduled shift. Defendant did not reimburse Plaintiff and the Proposed Class for using their personal cell phones to complete their required COVID-19 screenings. These cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the Proposed Class for the costs associated with using these personal cell phones for business related purposes. Additionally, Defendant required that Plaintiff and the Proposed Class obtain COVID-19 screening at their own expense.

31. For at least one (1) year prior to the filing of this action continuing to the present, Defendant has failed to comply with Labor Code § 226(a). Plaintiff and members of the Proposed Class are furnished wage statements in violation of Labor Code §226(a) that do not accurately show total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Plaintiff and members of the Proposed Class in violation of Labor Code §226(a)(2) and (9). Further, Plaintiff and members of the Proposed Class are issued wage statements that do not include accurate meal and rest period premiums as a result of the claims alleged above.

32. Defendant willfully failed to pay wages and compensation, when Plaintiff and members of the Proposed Class quit or were discharged. This failure was willful, without legal

1 justification, and interfered with Plaintiff's and members of the Proposed Class's rights.

2 33. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

3 **V.**

4 **CLASS ACTION ALLEGATIONS**

5 34. Plaintiff brings this action on behalf of himself and all others similarly situated as
6 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a
7 Proposed Class composed of and defined as follows:

- 8 a. All non-exempt employees who are employed or have been
9 employed by Nobu San Diego, LLC, in the State of California who
10 worked one or more pay periods since four (4) years prior to the
11 filing of this action to the present plus any additional time during
12 which the statutes of limitation for the causes of action herein were
13 tolled pursuant to Emergency Rule 9 of the California Rules of
14 Court, the 'Emergency Rules Related to COVID-19'. ("Proposed
15 Class")

14 35. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
15 amend or modify the class description with greater specificity, by division into subclasses, or by
16 limitation to particular issues.

17 36. This action has been brought and may properly be maintained as a class action
18 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
19 community of interest in the litigation and the Proposed Class are easily ascertainable.

20 **A. NUMEROSITY**

21 37. The potential members of the Proposed Class as defined are so numerous that
22 joinder of all the members of the Proposed Class is impracticable. While the precise number of
23 proposed class members has not been determined at this time, Plaintiff is informed and believes
24 that Defendant currently employ, and during the relevant time periods employed over 50 members
25 of the Proposed Class.

26 38. Plaintiff alleges that Defendant's employment records would provide information
27 as to the number and location of all members of the Proposed Class. Joinder of all members of the
28 Proposed Class is not practicable.

1 **B. COMMONALITY**

2 39. There are questions of law and fact common to the Proposed Class that predominate
3 over any questions affecting only individual members of the Proposed Class. These common
4 questions of law and fact include, without limitation:

5 a. Whether Defendant failed to pay wages and/or overtime compensation,
6 including minimum wages, at the appropriate rate for all hours worked as required by the Labor
7 Code and Wage Orders under Labor Code §§ 510, 1194, 1194.2, and 1199;

8 b. Whether Defendant violated Labor Code § 226.7, 512 and IWC Wage Order
9 5-2001 or other applicable IWC Wage Orders by failing to provide required uninterrupted meal
10 periods throughout the term of employment and/or failing to compensate said employees one (1)
11 hour of wages at their regular rate of compensation in lieu of meal periods;

12 c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 5 -
13 2001 or other applicable IWC Wage Orders by failing to provide all required uninterrupted rest
14 periods throughout the term of employment and failing to compensate said employees one (1)
15 hours wages in lieu of rest periods;

16 d. Whether Defendant violated Labor Code § 2802 and IWC Wage Order 5 -
17 2001 or other applicable IWC Wage Orders by failing to reimburse Plaintiff and the Proposed
18 Class out of pocket expenses for the cost of using personal cell phones for business related
19 purposes.

20 e. Whether Defendant violated Labor Code § 226(a) and Wage Order 5-2001
21 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11050 by failing to
22 furnish accurate itemized wage statements that accurately show total hours worked, all applicable
23 hourly rates in effect during the pay period and the corresponding number of hours worked at each
24 hourly rate, and meal and rest period premiums to Plaintiff and the members of the Proposed Class;

25 f. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay
26 compensation due and owing at the time that any member of the Proposed Class's employment
27 with Defendant terminated;

28 g. Whether Defendant violated § 17200, *et seq.* of the Business & Professions

Code by engaging in the acts previously alleged; and

h. Whether Plaintiff and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

i. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the acts alleged herein.

C. TYPICALITY

40. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. ADEQUACY OF REPRESENTATION

41. Plaintiff will fairly and adequately represent and protect the interests of the members of the Proposed Class.

42. Counsel who represent Plaintiff and the Proposed Class are competent and experienced in litigating large employment class actions.

E. SUPERIORITY OF CLASS ACTION

43. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all members of the Proposed Class is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or practice of failing to pay all wages due, failing to provide compliant meal and rest periods, failing to reimburse out of pocket expenses, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

44. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

1 **VI.**

2 **FIRST CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

4 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**

5 **LABOR CODE §§ 510, 1194, 1194.2, AND 1199**

6 45. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
7 by reference all previous paragraphs.

8 46. Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes
9 require an employer to compensate its employees at the minimum wage rate for all hours worked
10 and at a rate of no less than one and one-half times the regular rate of pay for any work in excess
11 of eight hours in one workday and any work in excess of 40 hours in any one workweek.

12 47. Defendant has had a consistent policy of failing to pay wages and/or overtime to
13 Plaintiff and all members of the Proposed Class at the proper rate. Plaintiff and the Proposed Class
14 were not properly compensated for all hours worked because Defendant fails to pay Plaintiff and
15 the Proposed Class for each and every hour worked.

16 48. Plaintiff and the Proposed Class were required to routinely work “off the clock”
17 and performed compensable activities before and after each working shift for which no pay was
18 provided.

19 49. On a regular and consistent basis, Plaintiff and the Proposed Class were required to
20 arrive 15 to 30 minutes before their scheduled start time to complete COVID-19 screenings.

21 50. On a regular and consistent basis, Defendant required that Plaintiff and the
22 Proposed Class use their personal cell phones to complete mandatory COVID-19 screenings before
23 their scheduled start time.

24 51. The time spent was “clocked out” and as such, Plaintiff and the Proposed Class are
25 not compensated for this time worked even though these activities and time are compensable.

26 52. Additionally, Defendant has had a consistent policy of failing to pay all minimum
27 wages to Plaintiff and the Proposed Class members. Defendant required that Plaintiff and the
28 Proposed Class members pay for their own COVID tests for business related purposes. Defendant

1 did not compensate Plaintiff and the Proposed Class members for these necessary out of pocket
2 expenses. As a result, Plaintiff and the Proposed Class were paid at a pay rate that fell below the
3 minimum wage rate in violation of California law.

4 53. By their policy of requiring Plaintiff and members of the Proposed Class to work
5 without being paid all wages at their appropriate regular rate of pay and to work in excess of eight
6 (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the
7 rate of one-half (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor
8 Code §§ 510, 1194, 1194.2, and 1199.

9 54. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class have
10 been deprived of wages and/or overtime, including minimum wages, in amounts to be determined
11 at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys'
12 fees, and costs.

13 **VII.**

14 **SECOND CAUSE OF ACTION**

15 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

16 **FAILURE TO PROVIDE COMPLIANT MEAL PERIODS PURSUANT TO**

17 **LABOR CODE § 226.7 AND LABOR CODE § 512**

18 55. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
19 by reference all previous paragraphs.

20 56. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
21 compensation for each meal period the employer fails to provide. Employees are entitled to a first
22 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
23 first five (5) hours of the shift.

24 57. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of
25 these rights.

26 58. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
27 Defendant failed to provide Plaintiff and the Proposed Class with uninterrupted meal periods of
28 not less than thirty (30) minutes as required by the Labor Code during the relevant time period.

1 59. On a regular and consistent basis, meal periods were interrupted because Defendant
2 required Plaintiff and the Proposed Class to be available by phone to respond to text messages or
3 emails during meal periods. As such, when meal periods were provided, they were not a full thirty
4 (30) minutes in length (short) and/or were interrupted. As a result, Defendant failed to provide
5 Plaintiff and the Proposed Class compliant meal periods.

6 60. Additionally, Defendant has had a consistent policy of failing to pay Plaintiff and
7 the Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each
8 workday that the compliant meal period was not provided.

9 61. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the
10 California Supreme Court set forth the formula for calculating the one extra hour of bonus pay that
11 employees are owed if an employer fails to provide a compliant meal period or rest break.
12 Specifically, the Court held that those bonus payments must include the hourly value of any
13 nondiscretionary earnings (such as a nondiscretionary bonuses, commissions, etc.), and cannot
14 simply be paid at an employee's base hourly rate.

15 62. Here, when meal periods are provided, Defendant has had a consistent policy of
16 paying meal period premiums at the base rate and not the appropriate blended rate in violation of
17 Labor Code §§ 226.7 and 512.

18 63. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to
19 damages in an amount equal to one (1) hour of wages at the regular rate of compensation per
20 uninterrupted meal break, per day in a sum to be proven at trial.

21 **VIII.**

22 **THIRD CAUSE OF ACTION**

23 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

24 **FAILURE TO PROVIDE COMPLIANT REST PERIODS PURSUANT TO**

25 **LABOR CODE § 226.7**

26 64. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
27 by reference all previous paragraphs.

28 65. Labor Code § 226.7 requires an employer to pay an additional hour (1) of

1 compensation for each rest period the employer fails to provide. Employees are entitled to a paid
2 ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).

3 66. Defendant failed to maintain an accurate policy informing Plaintiff and the
4 Proposed Class of their rights with respect to rest periods.

5 67. Defendant failed to provide Plaintiff and members of the Proposed Class with
6 uninterrupted rest breaks of not less than ten (10) minutes as required by the Labor Code during
7 the relevant time period.

8 68. On a regular and consistent basis, rest periods were interrupted because Defendant
9 required Plaintiff and the Proposed Class to be available by phone to respond to text messages or
10 emails during rest periods.

11 69. As a result, Defendant failed to provide Plaintiff and the Proposed Class compliant
12 rest periods.

13 70. Further, Plaintiff and the Proposed Class were not compensated with one (1) hour
14 of wages for each compliant rest period as required by Labor Code § 226.7 and *Ferra v. Loews*
15 *Hollywood Hotel, LLC*. Here, when rest period premiums are provided, Defendant has had a
16 consistent policy of paying rest period premiums at the base rate and not the blended rate in
17 violation of Labor Code §§ 226.7.

18 71. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to
19 damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven
20 at trial.

21 **IX.**

22 **FOURTH CAUSE OF ACTION**

23 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

24 **VIOLATION OF LABOR CODE § 2802**

25 72. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
26 by reference all previous paragraphs.

27 73. Labor Code § 2802 provides that an employer shall indemnify his or her employee
28 for all necessary expenditures or losses incurred by the employee in direct consequence of the

1 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
2 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
3 unlawful.

4 74. On a regular and consistent basis, as mentioned above, Defendant has failed to
5 reimburse Plaintiff and the Proposed Class the cost of using their personal cell phones to complete
6 mandatory COVID-19 screenings for business related purposes. These personal cell phones were
7 a necessary part of Plaintiff and Proposed Class's job duties because if they did not complete these
8 screenings, they could not commence their scheduled shift.

9 75. On a regular and consistent basis, Defendant did not reimburse Plaintiff and the
10 Proposed Class for using their personal cell phones to complete their required COVID-19
11 screenings. These cell phones were not provided by Defendant, and Defendant failed to reimburse
12 Plaintiff and the Proposed Class for the costs associated with using these personal cell phones for
13 business related purposes.

14 76. Additionally, Defendant required that Plaintiff and the Proposed Class obtain
15 COVID-19 testing at their own expense.

16 77. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class have
17 been deprived of reimbursement in the amounts to be determined at trial, and are entitled to
18 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

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21 **X.**

22 **FIFTH CAUSE OF ACTION**

23 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

24 **VIOLATION OF LABOR CODE § 226(A)**

25 78. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
26 by reference all previous paragraphs.

27 79. Labor Code §226(a)(2) requires employers to furnish accurate itemized wage
28 statements in writing that show total hours worked by the employee. Defendant furnishes Plaintiff

1 and members of the Proposed Class with itemized wage statements that do not accurately show
2 total hours worked.

3 80. Labor Code §226(a)(9) requires employers to furnish accurate itemized wage
4 statements in writing that show all applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate by the employee. Defendant furnishes
6 Plaintiff and members of the Proposed Class with itemized wage statements that do not accurately
7 show all applicable hourly rates in effect during the pay period and the corresponding number of
8 hours worked at each hourly rate.

9 81. Further, Plaintiff and the Proposed Class are issued wage statements that do not
10 include accurate meal and rest premiums as a result of the claims alleged above.

11 82. Defendant's failure to provide accurate itemized wages statements according to
12 Labor Code § 226(a) was all done on a regular and consistent basis.

13 83. An employee suffering injury as a result of a knowing and intentional failure by an
14 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
15 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
16 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
17 aggregate penalty of four thousand dollars (\$4,000) and is entitled to an award of costs and
18 reasonable attorneys' fees.

19 ///

20 ///

21 **XI.**

22 **SIXTH CAUSE OF ACTION**

23 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

24 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

25 84. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
26 by reference all previous paragraphs.

27 85. Numerous members of the Proposed Class including the Plaintiff are no longer
28 employed by Defendant. They were either fired or quit Defendant's employ.

86. Defendant's failure to pay wages, as alleged above was willful in that Defendant knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to penalties under Labor Code § 203, which provides that an employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the time they were due.

87. Defendant has failed to pay Plaintiff and others a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and the Proposed Class are entitled to a penalty in the amount of Plaintiff's and members of the Proposed Class's daily wage multiplied by thirty (30) days.

XII.

SEVENTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

88. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

89. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself, on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

90. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

91. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business practices.

92. California's wage and hour laws express fundamental public policies. Providing employees with proper wages and compensation are fundamental public policies of this State and

1 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
2 vigorously minimum labor standards, to ensure that employees are not required or permitted to
3 work under substandard and unlawful conditions, and to protect law-abiding employers and their
4 employees from competitors who lower their costs by failing to comply with minimum labor
5 standards.

6 93. Defendant has violated statutes and public policies as alleged herein. Through the
7 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
8 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
9 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
10 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
11 guaranteed to all employees under law.

12 94. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in
13 violation of § 17200, *et seq.* of the Business & Professions Code.

14 95. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
15 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
16 § 17200, *et seq.* of the Business & Professions Code.

17 96. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and
18 others similarly situated have been damaged in a sum as may be proven.

19 97. Unless restrained, Defendant will continue to engage in the unlawful conduct as
20 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
21 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
22 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
23 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
24 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
25 Proposed Class the money Defendant has unlawfully failed to pay.

26 ///

27 ///

XIII.

EIGHTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

98. Plaintiff, on behalf of himself and all aggrieved employees, realleges and incorporates by reference all previous paragraphs.

99. As a result of the acts alleged above and specifically incorporated herein, Plaintiff seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage Order 5-2001; and California Code of Regulations, Title 8, Section 11050, which call for civil penalties.

100. For each such penalty, Plaintiff and the aggrieved employees are entitled to penalties in an amount to be shown at trial, subject to the following formula:

a. \$100 for the initial violation per employee per pay period.

b. \$200 for each subsequent violation per employee per pay period.

101. These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the affected employees.

102. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA³ and mailed a letter by certified mail to Defendant's entity address, which is 40 West 57th St. #320, New York, NY 10019, as proscribed by the Code on January 5, 2023, describing Defendant's conduct in violation of Labor Code §§201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802 (*see* Exhibit "1.") Plaintiff also uploaded a notice letter to the LWDA and mailed a letter by certified mail to the Agent for Service of Process, 1505 Corporation 312, Paracorp Incorporated, 2804 Gateway Oaks Dr. #100, Sacramento, CA 95833, as proscribed by the Code on January 5, 2023, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802. (*see* Exhibit "1.") Plaintiff received signed green return receipts from Defendant, indicating that it received Plaintiff's notice letters. (*see* Exhibit "2.") Plaintiff also obtained an e-filing confirmation from the LWDA

³ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>).

1 confirming receipt of the notices (*see* Exhibit “3”).

2 103. As no letter evidencing the LWDA’s intention to investigate was received by
3 Plaintiff’s Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil
4 action as though the LWDA had not chosen to investigate pursuant to Labor Code
5 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
6 Amended Class and Representative Action Complaint immediately.

7 **RELIEF REQUESTED**

8 **WHEREFORE**, Plaintiff prays for the following relief:

9 1. For compensatory damages in the amount of unpaid wages and/or overtime not paid
10 to Plaintiff and each member of the Proposed Class from at least four (4) years prior to the filing
11 of this action to the present as may be proven;

12 2. For liquidated damages in the amount of unpaid minimum wages not paid to
13 Plaintiff and each member of the Proposed Class from at least four (4) years prior to the filing of
14 this action to the present as may be proven;

15 3. For compensatory damages in the amount of Plaintiff’s and each member of the
16 Proposed Class’s hourly wage at the appropriate regular rate of compensation for each non-
17 compliant meal period from at least four (4) years prior to the filing of this action to the present as
18 may be proven;

19 4. For compensatory damages in the amount of Plaintiff’s and each member of the
20 Proposed Class’s hourly wage for each non-compliant rest period from at least four (4) years prior
21 to the filing of this action to the present as may be proven;

22 5. For compensatory damages in the amount of Plaintiff’s and each Proposed Class
23 members’ unreimbursed out of pocket expenses as a requirement of employment;

24 6. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)
25 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one
26 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
27 an aggregate penalty of four thousand dollars (\$4,000);

28 7. For penalties pursuant to Labor Code § 203 for all employees who were terminated

or resigned equal to their daily wage times thirty (30) days;

8. An award of prejudgment and post judgment interest;

9. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or overtime, including minimum wages, meal periods, rest periods, reimbursement of out of pocket expenses, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and IWC 5-2001;

10. For restitution for unfair competition pursuant to Business & Professions Code § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

11. For penalties and other relief pursuant to Labor Code §2699, *et seq.* for Plaintiff and all other Aggrieved Employees for Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802; Wage Order 5-2001; and California Code of Regulations, Title 8, Section 11050

12. An award providing for payment of costs of suit;

13. An award of attorneys' fees; and

14. Such other and further relief as this Court may deem proper and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

DATED: March 13, 2023

KINGSLEY & KINGSLEY, APC

By: _____

Liane Katzenstein Ly

Jessica Bulaon

Attorneys for Plaintiff RONNIE WALDON, JR. and
the Proposed Class

EXHIBIT "1"



January 5, 2023

LABOR & WORKFORCE DEVELOPMENT AGENCY

Attn. PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, CA 94612

Via Electronic Submission: <https://dir.tfaforms.net/308>

NOBU SAN DIEGO, LLC

40 West 57th St #320

New York, NY 10019

Via Certified Mailing #: 7018 1130 0001 5815 2960

NOBU SAN DIEGO, LLC

c/o Agent for Service of Process

1505 Corporation

312

Paracorp Incorporated

2804 Gateway Oaks Dr # 100

Sacramento, CA 95833

Via Certified Mailing #: 7018 1130 0001 5815 2977

Re: Ronnie Waldron, Jr. v. Nobu San Diego, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Ronnie Waldron, Jr. (“Plaintiff”) and a proposed group of current and former employees working for Nobu San Diego, LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed by Nobu San Diego, LLC, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 5, 2023

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rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked, because Defendant fails to pay Plaintiff and the aggrieved employees for each and every hour worked. Plaintiff and all aggrieved employees were required to routinely work “off the clock” and performed compensable activities before each working shift for which no pay was provided. Specifically, Plaintiff and all aggrieved employees were required to arrive 15 to 30 minutes before their scheduled start time to complete COVID-19 screenings. On a regular and consistent basis, Defendant required that Plaintiff and all aggrieved employees use their personal cell phones to complete these mandatory COVID-19 screenings before their scheduled start time. This time spent was “clocked out” and as such, Plaintiff and all aggrieved employees are not compensated for this time worked even though these activities and time are compensable.

Additionally, Defendant has had a consistent policy of failing to pay all minimum wages to Plaintiff and all aggrieved employees. Defendant required that Plaintiff and all aggrieved employees pay for their own COVID tests for business related purposes. Defendant did not compensate Plaintiff and all aggrieved employees for these necessary out of pocket expenses. As a result, Plaintiff and all aggrieved employees were paid at a pay rate that fell below the minimum wage rate in violation of California law.

By their policy of requiring Plaintiff and all aggrieved employees to work without being paid all wages at their appropriate regular rate of pay and to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor Code §§ 510, 1194, 1194.2, and 1199.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a compliant manner.

Defendant failed to maintain a policy informing Plaintiff and all aggrieved employees of their rights associated with meal periods. In addition, Defendant has had a consistent policy of: (1) failing to provide Plaintiff and all aggrieved employees uninterrupted meal periods; and (2) failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation for each

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 5, 2023

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workday that the compliant meal period was not provided. Meal periods were frequently interrupted, missed, or late.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal. 5th 858, 863, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

Pursuant to Labor Code § 226.7 and Wage Order 5-2001, Defendant failed to provide Plaintiff and all aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant failed to maintain a policy of informing Plaintiff and all aggrieved employees of this right. Plaintiff and all aggrieved employees have been required to work four-hour increments (or major fraction thereof) without being provided with a ten (10) minute compliant rest period. As Such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods.

Further, Plaintiff and all aggrieved employees were not compensated with one (1) hour of wages at the regular rate of compensation for each compliant rest period that was not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. As with meal periods, when rest premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones for business related purposes and the costs associated with COVID-19 tests, as described above.

As mentioned above, Defendant required that Plaintiff and all aggrieved employees use their personal cell phones to complete mandatory COVID-19 screenings before their scheduled start time. These personal cell phones were a necessary part of Plaintiff and aggrieved employees' job duties because if they did not complete these screenings, they could not commence their scheduled shift. Defendant did not reimburse Plaintiff and the aggrieved employees for using their personal cell phones to complete their required COVID-19 screenings. These cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the

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California Labor Code §2699 Penalties

January 5, 2023

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costs associated with using these personal cell phones for business related purposes. Additionally, Defendant required that the Plaintiff and the aggrieved employees perform COVID-19 testing at their own expense.

Labor Code §226(a) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (Labor Code §§226(a)(2) and (9), respectively.) As a result of Defendant's failure to pay for all hours worked and minimum wages as described above, Plaintiff and the aggrieved employees are issued wage statements that do not accurately include the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Plaintiff and all aggrieved employees in violation of Labor Code §226(a). Further, Plaintiff and all aggrieved employees are issued wage statements that do not include meal and rest premiums as a result of the meal and rest claims alleged above and when they do, they are not the accurate rate.

Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and all aggrieved employees were not timely paid all wages due upon their separation from Defendant's employ as required. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

LKL/km

Cc: 1. Abramson Labor Group, 3580 Wilshire Blvd., Ste 1260, Los Angeles, CA 90010

KINGSLEY & KINGSLEY

| L A W Y E R S |

January 19, 2023

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Electronic Submission: <https://dir.tfaforms.net/310>

NOBU SAN DIEGO, LLC
40 West 57th St #320
New York, NY 10019
Via Certified Mailing #: 7022 3330 0002 1335 5089

NOBU SAN DIEGO, LLC
c/o Agent for Service of Process
1505 Corporation
312
Paracorp Incorporated
2804 Gateway Oaks Dr # 100
Sacramento, CA 95833
Via Certified Mailing #: 7022 3330 0002 1335 5096

Re: Ronnie Waldon, Jr. v. Nobu San Diego, LLC
Amended LWDA Letter
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Ronnie Waldon (“Plaintiff”) and a proposed group of current and former employees working for Nobu San Diego, LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* This is an amended notice letter which shall serve to incorporate and supplement the letter from our office on or about January 5, 2023. In that January 5th notice letter, we incorrectly stated Mr. Waldon’s last name as “Waldron” instead of “Waldon”. In an abundance of caution, we herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed by Nobu San Diego, LLC, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

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Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked, because Defendant fails to pay Plaintiff and the aggrieved employees for each and every hour worked. Plaintiff and all aggrieved employees were required to routinely work “off the clock” and performed compensable activities before each working shift for which no pay was provided. Specifically, Plaintiff and all aggrieved employees were required to arrive 15 to 30 minutes before their scheduled start time to complete COVID-19 screenings. On a regular and consistent basis, Defendant required that Plaintiff and all aggrieved employees use their personal cell phones to complete these mandatory COVID-19 screenings before their scheduled start time. This time spent was “clocked out” and as such, Plaintiff and all aggrieved employees are not compensated for this time worked even though these activities and time are compensable.

Additionally, Defendant has had a consistent policy of failing to pay all minimum wages to Plaintiff and all aggrieved employees. Defendant required that Plaintiff and all aggrieved employees pay for their own COVID tests for business related purposes. Defendant did not compensate Plaintiff and all aggrieved employees for these necessary out of pocket expenses. As a result, Plaintiff and all aggrieved employees were paid at a pay rate that fell below the minimum wage rate in violation of California law.

By their policy of requiring Plaintiff and all aggrieved employees to work without being paid all wages at their appropriate regular rate of pay and to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor Code §§ 510, 1194, 1194.2, and 1199.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a compliant manner.

Defendant failed to maintain a policy informing Plaintiff and all aggrieved employees of their rights associated with meal periods. In addition, Defendant has had a consistent policy of: (1)

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January 19, 2023

Page 3 of 5

failing to provide Plaintiff and all aggrieved employees uninterrupted meal periods; and (2) failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided. Meal periods were frequently interrupted, missed, or late.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal. 5th 858, 863, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

Pursuant to Labor Code § 226.7 and Wage Order 7-2001, Defendant failed to provide Plaintiff and all aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant failed to maintain a policy of informing Plaintiff and all aggrieved employees of this right. Plaintiff and all aggrieved employees have been required to work four-hour increments (or major fraction thereof) without being provided with a ten (10) minute compliant rest period. As Such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods.

Further, Plaintiff and all aggrieved employees were not compensated with one (1) hour of wages at the regular rate of compensation for each compliant rest period that was not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. As with meal periods, when rest premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones for business related purposes and the costs associated with COVID-19 tests, as described above.

As mentioned above, Defendant required that Plaintiff and all aggrieved employees use their personal cell phones to complete mandatory COVID-19 screenings before their scheduled start time. These personal cell phones were a necessary part of Plaintiff and aggrieved employees' job duties because if they did not complete these screenings, they could not commence their scheduled shift. Defendant did not reimburse Plaintiff and the aggrieved employees for using their personal

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 19, 2023

Page 4 of 5

cell phones to complete their required COVID-19 screenings. These cell phones were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones for business related purposes. Additionally, Defendant required that the Plaintiff and the aggrieved employees perform COVID-19 testing at their own expense.

Labor Code §226(a) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (Labor Code §§226(a)(2) and (9), respectively.) As a result of Defendant's failure to pay for all hours worked and minimum wages as described above, Plaintiff and the aggrieved employees are issued wage statements that do not accurately include the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Plaintiff and all aggrieved employees in violation of Labor Code §226(a). Further, Plaintiff and all aggrieved employees are issued wage statements that do not include meal and rest premiums as a result of the meal and rest claims alleged above and when they do, they are not the accurate rate.

Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and all aggrieved employees were not timely paid all wages due upon their separation from Defendant's employ as required. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 19, 2023

Page **5** of **5**

LKL/km

Cc: 1. Abramson Labor Group, 3580 Wilshire Blvd., Ste 1260, Los Angeles, CA 90010

EXHIBIT "2"

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:
Nobu San Diego, LLC
40 West 57th St #320
New York, NY 10019



9590 9402 7019 1225 1701 77

2. Article Number (Transfer from service label)
7018 1130 0001 5815 2960

COMPLETE THIS SECTION ON DELIVERY

A. Signature -

X

Enca Zimmerman

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Enca Zimmerman

C. Date of Delivery

1-9-23

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

☐ Insured Mail

☐ Insured Mail Restricted Delivery
(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted
Delivery

☐ Signature Confirmation™

☐ Signature Confirmation
Restricted Delivery

USPS TRACKING#



NEW YORK, NY 100

9 JAN 2023 PM 11 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7019 1225 1701 77

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY

A PROFESSIONAL CORPORATION
CITY NATIONAL BANK BUILDING
16133 VENTURA BOULEVARD, SUITE 1200
ENCINO, CALIFORNIA 91436

PAGA LETTER
NOBU SAN DIEGO, LLC



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:

Nobu San Diego, LLC
c/o Agent for Service of Process
1505 Corporation
312
Paracorp Incorporated
2804 Gateway Oaks Dr # 100
Sacramento, CA 95833



9590 9402 7019 1225 1701 60

2. Article Number (Transfer from service label)

7018 1130 0001 5815 2977

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Almy☒ Agent
☒ Addressee

B. Received by (Printed Name)

A. Sancha

C. Date of Delivery

1/9/23

D. 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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING#

SACRAMENTO CA 957



9 JAN 2023 PM 4 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7019 1225 1701 60

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY

A PROFESSIONAL CORPORATION

CITY NATIONAL BANK BUILDING

16133 VENTURA BOULEVARD, SUITE 1200

ENCINO, CALIFORNIA 91436

PAGA LETTER
NOBU SAN DIEGO, LLC

241600



USPS TRACKING#



9590 9402 7019 1225 1675 04

United States
Postal Service

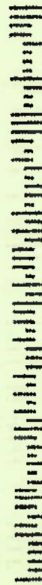


First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

Amended PAGA Ctr. 1.19.23
Nobu San Diego



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:

Nobu San Diego, LLC
40 West 57th St #320
New York, NY 10019



9590 9402 7019 1225 1675 04

2. Article Number (Transfer from service label)

7022 3330 0002 1335 5089

PS Form 3811, July 2020 PSN 7530-02-000-9063

COMPLETE THIS SECTION ON DELIVERY

A. Signature		☐ Agent
X		☐ 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		☐ Priority Mail Express®
☐ Adult Signature	☐ Registered Mail™	☐ Registered Mail Restricted Delivery
☒ Certified Mail®	☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™
☐ Collect on Delivery	☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery
Mail		Mail
00		00

Domestic 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, or on the front if space permits.

1. Article Addressed to:

Nobu San Diego, LLC
clo Agent for Service of Process
1505 Corporation
312
Paracorp Incorporated
2804 Gateway Oaks Dr #100
Sacramento, CA 95833



9590 9402 7019 1225 1747 24

2. Article Number (Transfer from service label)

7022 3330 0002 1335 5096

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent
☐ Addressee

B. Received by (Printed Name)

A Sanchez

C. Date of Delivery

1/23/23

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☒ No

JAN 23 2023

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

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

Mail
Mail Restricted Delivery

USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7019 1225 1747 24

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

Amended PAGA Ctr. 1.19.23
Nobv San Diego



EXHIBIT "3"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Liane

Your Last Name *

Ly

Firm Name (if any) *

Kingsley & Kingsley, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

kimberly@kingsleykingsley

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste 1

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California ▼

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Ronnie Waldron, Jr.

Plaintiff/Aggrieved Employee Occupation *

restaurant worker

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select... ▼

Employer Name *

Nobu San Diego, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

40 West 57th St #320

Employer City *

New York

Employer State *

New York ▼

Employer Zip/Postal Code *

10019

Employer Industry *

Restaurant ▼

Add additional defendants☒ Add any entity other than an individual☐ Add an individual/sole proprietor employer**Additional Employer Information (Corporation/General Partnership)**

Employer Entity Type

Please select... ▼

Employer Name *

Nobu San Diego, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

2804 Gateway Oaks Dr # 100

Employer City *

Sacramento

Employer State *

California ▼

Employer Zip/Postal Code *

95833

Employer Industry *

Restaurant ▼

[Add Additional Employers](#)**Notice General Information**

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages

PAGA Claim Type - Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5- not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 - curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name ***

Eric

Billing Last Name *

Kingsley

Billing Email *

kimberly@kingsleykingsley

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

[REDACTED]

Credit Card Number *

[REDACTED]

CVV Number *

[REDACTED]

Credit Card Expiration Month *

[REDACTED]

mm

Credit Card Expiration Year *

[REDACTED]

yyyy

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) *****Choose File** LWDA Letter - ...iego, LLC.pdf**Other Attachment - (if any) (must be a .pdf)****Choose File** No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, January 5, 2023 9:42 AM
To: Kimberly Madrid
Subject: Thank you for submission of your PAGA Case.

External Email!

1/5/2023

LWDA Case No. LWDA-CM-927605-23
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Ronnie Waldron, Jr.
Employer: Nobu San Diego, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7Ckimberly%40kingsleykingsley.com%7C60184921af614279158c08daef442964%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638085373288185386%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=HLoNJU2PQtKtapyDylW53tylvVtmcI72zSTzAhwx1Fw%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, January 5, 2023 9:42 AM
To: Kimberly Madrid
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-927605-23

Order Number: ORD-000205700

Total:\$75.00

Card Type: XXXXXXXXXX

Date: 1/5/2023

Billing Information

Name: Eric Kingsley

Email: kimberly@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Amended PAGA Claim Notice

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
[Search for PAGA Case number](#)

Your Information (Attorney or Employee – Whoever is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Amended Notice Detail

Please provide the details of the amendments to the original notice. *

- ☐ Adding additional claims
- ☐ Adding additional corporate defendants
- ☐ Adding additional Individual/Sole proprietor defendants
- ☐ Adding additional plaintiffs
- ☒ Other (please specify)

Please specify "other" *

Plaintiff's name is Ronnie
Waldon.



Amended Notice

Amended Notice *

Choose File Amended PA... San Diego.pdf

Other Attachment (if any) (must be a .pdf)

Choose File No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Previous Page

Submit

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

Thank you for your Amended PAGA Claim Notice Submission.

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

Thu 1/19/2023 10:36 AM

To: **Service Email** <service@kingsleykingsley.com>

External Email!

01/19/2023 10:35:42 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7CTaylor%40kingsleykingsley.com%7Cebcaa4ba6ae540af6bcf08dafa4c05f0%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638097501684782225%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=Il5kD3Px%2B0QbMaWHMDl2W1SYtetilRSQB9ERmg%2FjizE%3D&reserved=0