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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

**SECOND AMENDED
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. Penalties Pursuant to Labor Code §2699,
et seq. for violations of Labor Code §§
201-203, 226(a), 226.7, 510, 512, 1194,
1194.2, 1199, and 2802

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

5 **I.**

6 **INTRODUCTION**

7 1. This is a Representative Action, pursuant to Labor Code § 2699, *et seq.*, on behalf
8 of the following individuals:

- 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 one year prior to the date of
12 of the letter sent to the Labor and Workforce Development Agency
13 (“LWDA”) and Defendant giving notice of these claims pursuant to
14 PAGA and continuing to the present. (“aggrieved employees”)

15 2. For at least one (1) year prior to the date of Plaintiff’s letter sent to the LWDA and
16 Defendant giving notice of this claim pursuant to PAGA and continuing to the present, Defendant
17 has failed to properly comply with Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
18 1194.2, 1199, and 2802.

19 3. Defendant has had a consistent policy of failing to pay wages and/or overtime to all
20 aggrieved employees when they work more than eight (8) hours in a day and/or forty (40) hours
21 in a week. Plaintiff and other aggrieved employees were required to perform work “off the clock”
22 without compensation and paid at a pay rate that fell below the minimum wage rate in violation of
23 California law.

24 4. Defendant has had a consistent policy of failing to inform the aggrieved employees
25 of their right to take meal periods by way of a lawful policy, failing to provide compliant meal
26 periods, and failing to pay such employees one (1) hour of pay at the employees’ regular rate of
27 compensation for each workday that the compliant meal period was not provided as required by
28

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

1 California state wage and hour laws. Defendant also had a consistent policy of paying meal period
2 premiums at the base rate and not the blended rate, when meal period premiums are provided, in
3 violation of *Ferra v. Loews Hollywood Hotel, LLC* and Labor Code §§ 226.7, 512.

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

15 6. Defendant has violated Labor Code § 2802 by failing to reimburse Plaintiff and the
16 aggrieved employees for out of pocket business related expenses.

17 7. Defendant has failed to comply with Industrial Welfare Commission ("IWC")
18 Wage Order 5-2001 and Labor Code § 226(a) by failing to provide Plaintiff and the aggrieved
19 employees accurate itemized wage statements.

20 8. Defendant has failed to pay all wages due at the time of termination or resignation
21 to the aggrieved employees.

22 9. Plaintiff brings this action on behalf of himself and all aggrieved employees
23 presently or formerly employed by Defendant during the liability period, brings this representative
24 action pursuant to Labor Code § 2699, et seq. seeking penalties for Defendant's violations of Labor
25 Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage Order 5-
26 2001; and California Code of Regulations, Title 8, Section 11050,

27 **II.**

28 **JURISDICTION AND VENUE**

10. 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.

11. 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, and California state common law.

12. 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 aggrieved employees within the State of California and the county of San Diego.

///

III.

PARTIES

A. PLAINTIFF

13. Plaintiff RONNIE WALDON, JR. is a resident of California. Plaintiff was employed by Defendant as a non-exempt employee in California.

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

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

B. DEFENDANTS

16. Defendant NOBU SAN DIEGO, LLC is believed to be a Delaware corporation operating within the State of California. Defendant's corporate address is believed to be 40 West 57th St #320, New York, NY 10019. Upon information and belief, Defendant employed Plaintiff

1 and similarly situated persons as hourly employees within California. Defendant has done and
2 does business throughout the State of California.

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

10 18. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
11 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
12 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
13 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
14 employer and/or joint employer of Plaintiff and the aggrieved employees.

15 19. Furthermore, Defendants acted in all respects as the employers or joint employers
16 of the aggrieved employees. Defendants, and each of them, exercised control over the wages, hours
17 or working conditions of the aggrieved employees, or suffered or permitted the aggrieved
18 employees to work, or engaged, thereby creating a common law employment relationship, with
19 the aggrieved employees. Therefore, Defendants, and each of them, employed or jointly employed
20 the aggrieved employees.

21 IV.

22 FACTUAL BACKGROUND

23 20. Plaintiff and members of the aggrieved employees are, and at all times pertinent
24 hereto, have been classified as non-exempt employees by Defendant. Defendant hires employees
25 who work as hourly employees who are paid on an hourly basis.

26 21. Upon information and belief, Plaintiff and the aggrieved employees are covered by
27 California Industrial Welfare Commission Occupational Wage Order No. 5-2001 (Title 8 Cal.
28 Code of Regs. § 11050).

22. On a regular and consistent basis, for all aggrieved employees, employed by Defendant, Defendant has failed to comply with Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and IWC Wage Order 5-2001.

V.

FIRST CAUSE OF ACTION

PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS

FOR PENALTIES PURSUANT TO LABOR CODE §§ 2699, ET SEQ. FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 203, 226(A), 226.7, 510, 512, 1194, 1194.2, 1199, AND 2802

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

24. For at least one (1) year prior to the date of the letter sent to the LWDA and Defendant giving notice of this claim pursuant to PAGA and continuing to the present, 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.

25. Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees at the proper rate. Plaintiff and the 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.

26. Plaintiff and the aggrieved employees were required to routinely work “off the clock” and performed compensable activities before and after each working shift for which no pay was provided.

27. On a regular and consistent basis, Plaintiff and the aggrieved employees were required to arrive 15 to 30 minutes before their scheduled start time to complete COVID-19 screenings.

28. On a regular and consistent basis, Defendant required that Plaintiff and the

1 aggrieved employees use their personal cell phones to complete mandatory COVID-19 screenings
2 before their scheduled start time.

3 29. The time spent was “clocked out” and as such, Plaintiff and the aggrieved
4 employees are not compensated for this time worked even though these activities and time are
5 compensable.

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

12 31. By their policy of requiring Plaintiff and the aggrieved employees to work without
13 being paid all wages at their appropriate regular rate of pay and to work in excess of eight (8) hours
14 in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-
15 half (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor Code §§
16 510, 1194, 1194.2, and 1199.

17 32. For at least one (1) year prior to the date of the letter sent to the LWDA and
18 Defendant giving notice of this claim pursuant to PAGA and continuing to the present, Defendant
19 has violated Labor Code §§ 226.7 and 512. These statutes require an employer to pay an additional
20 hour of compensation for each meal period the employer fails to provide. Employees are entitled
21 to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided
22 within the first five (5) hours of the shift.

23 33. Defendant failed to maintain a policy informing Plaintiff and the aggrieved
24 employees of these rights.

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

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

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

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

17 38. For at least one (1) year prior to the date of the letter sent to the LWDA and
18 Defendant giving notice of this claim pursuant to PAGA and continuing to the present, Defendant
19 has violated Labor Code § 226.7. Labor Code § 226.7 requires an employer to pay an additional
20 hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled
21 to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).

22 39. Defendant failed to maintain an accurate policy informing Plaintiff and the
23 aggrieved employees of their rights with respect to rest periods.

24 40. Defendant failed to provide Plaintiff and the aggrieved employees with
25 uninterrupted rest breaks of not less than ten (10) minutes as required by the Labor Code during
26 the relevant time period.

27 41. On a regular and consistent basis, rest periods were interrupted because Defendant
28 required Plaintiff and the aggrieved employees to be available by phone to respond to text

1 messages or emails during rest periods.

2 42. As a result, Defendant failed to provide Plaintiff and the aggrieved employees
3 compliant rest periods.

4 43. Further, Plaintiff and the aggrieved employees were not compensated with one (1)
5 hour of wages for each compliant rest period as required by Labor Code § 226.7 and *Ferra v.*
6 *Loews Hollywood Hotel, LLC*. Here, when rest period premiums are provided, Defendant has had
7 a consistent policy of paying rest period premiums at the base rate and not the blended rate in
8 violation of Labor Code §§ 226.7.

9 44. For at least one (1) year prior to the date of the letter sent to the LWDA and
10 Defendant giving notice of this claim pursuant to PAGA and continuing to the present, Defendant
11 has violated Labor Code § 2802. Labor Code § 2802 provides that an employer shall indemnify
12 his or her employee for all necessary expenditures or losses incurred by the employee in direct
13 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
14 employer, even though unlawful, unless the employee, at the time of obeying the directions,
15 believed them to be unlawful.

16 45. On a regular and consistent basis, as mentioned above, Defendant has failed to
17 reimburse Plaintiff and the aggrieved employees the cost of using their personal cell phones to
18 complete mandatory COVID-19 screenings for business related purposes. These personal cell
19 phones were a necessary part of Plaintiff and the aggrieved employees' job duties because if they
20 did not complete these screenings, they could not commence their scheduled shift.

21 46. On a regular and consistent basis, Defendant did not reimburse Plaintiff and the
22 aggrieved employees for using their personal cell phones to complete their required COVID-19
23 screenings. These cell phones were not provided by Defendant, and Defendant failed to reimburse
24 Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones
25 for business related purposes.

26 47. Additionally, Defendant required that Plaintiff and the aggrieved employees obtain
27 COVID-19 testing at their own expense.

28 48. For at least one (1) year prior to the date of the letter sent to the LWDA and

1 Defendant giving notice of this claim pursuant to PAGA and continuing to the present, Defendant
2 has violated Labor Code § 226(a).

3 49. Labor Code §226(a)(2) requires employers to furnish accurate itemized wage
4 statements in writing that show total hours worked by the employee. Defendant furnishes Plaintiff
5 and the aggrieved employees with itemized wage statements that do not accurately show total
6 hours worked.

7 50. Labor Code §226(a)(9) requires employers to furnish accurate itemized wage
8 statements in writing that show all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate by the employee. Defendant furnishes
10 Plaintiff and the aggrieved employees with itemized wage statements that do not accurately show
11 all applicable hourly rates in effect during the pay period and the corresponding number of hours
12 worked at each hourly rate.

13 51. Further, Plaintiff and the aggrieved employees are issued wage statements that do
14 not include accurate meal and rest premiums as a result of the claims alleged above.

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

17 53. For at least one (1) year prior to the date of the letter sent to the LWDA and
18 Defendant giving notice of this claim pursuant to PAGA and continuing to the present, Defendant
19 has violated Labor Code § 203.

20 54. Numerous members of the aggrieved employees including the Plaintiff are no
21 longer employed by Defendant. They were either fired or quit Defendant's employ.

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

26 56. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
27 seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§
28 201, 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.

57. 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.

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

59. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA² 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 letter. (*see* Exhibit "2.") Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "3").

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

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

² 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 1. For penalties and other relief pursuant to Labor Code §2699, et seq. for Plaintiff
2 and all other Aggrieved Employees for Defendant's violation of Labor Code §§ 201, 202, 203,
3 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802; Wage Order 5-2001; and California Code of
4 Regulations, Title 8, Section 11050

5 2. An award of prejudgment and post judgment interest;

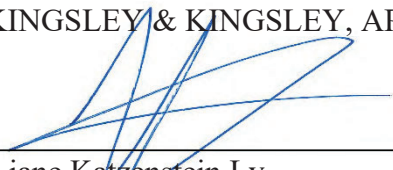
6 3. An award providing for payment of costs of suit;

7 4. An award of attorneys' fees; and

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

9
10 DATED: April 14, 2023

KINGSLEY & KINGSLEY, APC

11
12 By: 

Liane Katzenstein Ly

Jessica Bulaon

Attorneys for Plaintiff RONNIE WALDON, JR. and
the aggrieved employees

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

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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

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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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Page 4 of 4

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”).

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

January 19, 2023

Page 2 of 5

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)

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

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
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

Ally P. Sancha☒ Agent☒ Addressee

B. Received by (Printed Name)

A. Sancha

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

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

Domestic Return Receipt

USPS TRACKING#

SACRAMENTO CA 957



9 590 9402 7019 1225 1701 60

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

United States
Postal Service

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

KINGSLEY & KINGSLEY

A PROFESSIONAL CORPORATION

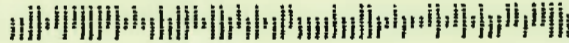
CITY NATIONAL BANK BUILDING

16133 VENTURA BOULEVARD, SUITE 1200

ENCINO, CALIFORNIA 91436

PAGA LETTER
NOBU SAN DIEGO, LLC

241600



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

☐ 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#



NOBU SAN DIEGO, CA 92101

9 JAN 2023 PM 11 L



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

9590 9402 7019 1225 1701 77

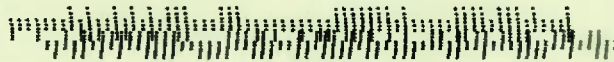
United States
Postal Service

• 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

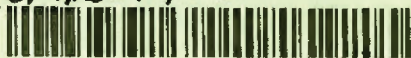


SENDER: COMPLETE THIS SECTION

- 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
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 *Allyne S. Sanchez* ☒ Agent ☐ Addressee

B. Received by (Printed Name)

A Sanchez

C. Date of Delivery

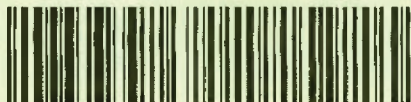
*1/23/23*D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes
☒ No*1 JAN 23 2023*

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 |
| ☐ Collect on Delivery Restricted Delivery | |

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

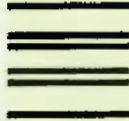
Amended PAGA Ctr. 1.19.23
Nobv San Diego



USPS TRACKING #



9590 9402 7019 1225 1675 04

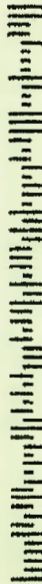


First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

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

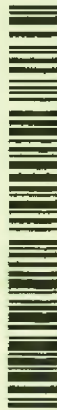
Amended PAGA Cr. 1.19.23
Nobu San Diego 

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

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 ☒ No
If YES, enter delivery address below:

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
☐ Signature Confirmation Restricted Delivery Mail
☐ Signature Confirmation Restricted Delivery Mail Restricted Delivery

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

Domestic Return Receipt

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.com

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]

yyy

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: [REDACTED]

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-) : *

927605-23

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 *

Liane

Your Last Name *

Katzenstein Ly

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Boulevard

Your Mobile Phone Number

(818) 990-8300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

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 *

Amended PA... San Diego.pdf

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

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.**

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[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%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=Il5kD3Px%2B0QbMaWHMDl2W1SYtetilRSQB9ERmg%2FjizE%3D&reserved=0](https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C01%7CTaylor%40kingsleykingsley.com%7Cebcaa4ba6ae540af6bcf08dafa4c05f0%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638097501684782225%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=Il5kD3Px%2B0QbMaWHMDl2W1SYtetilRSQB9ERmg%2FjizE%3D&reserved=0)