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September 18, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

California Pizza Kitchen, Inc.
575 Anton Blvd., Suite 100
Costa Mesa, CA 92626

Re: *Beneduce v. California Pizza Kitchen, Inc.*

Dear California Pizza Kitchen, Inc.:

This office represents Olivia Beneduce. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is a Class Action lawsuit Plaintiff is bringing, seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to pay overtime, minimum wages, to afford proper meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, to pay all wages due on termination, reimburse business expenses, pay reporting time pay and to allow inspection of employment records and unfair competition.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for herself and all members of the Class, to compensate these workers for the unpaid wages and to protect current

and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against California Pizza Kitchen, Inc. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. OFF THE CLOCK WORK

(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 5)

Defendant was required to pay their employees for all time worked, even if employees were not clocked in or after they were clocked out. Specifically, Plaintiff and Class members were required to engage in off the clock activities after clocking out for their shifts. At times, Plaintiff and Class members were required to clock out, but continue working due to budget issues. Plaintiff spent approximately 15 minutes off the clock on several occasions.

Defendant failed to pay Plaintiff and the Class for any off the clock work they performed. Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid for their off the clock work.

B. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE

(Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 5)

Under California law, non-exempt employees as defined by Wage Order No. 5, are entitled to premium wages for overtime worked. Because Plaintiff and Class members engaged in off the clock work, they were not properly paid overtime.

Throughout Plaintiff's employment, Defendant failed and refused to pay compensation to Plaintiff and Class members as required by law. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class members suffered damages in an amount to be proven at trial.

C. FAILURE TO PAY MINIMUM WAGES

(Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 5)

Defendant failed to satisfy minimum wage requirements. As a result of Defendant not affording compliant meal/rest breaks, Plaintiff and members of the Class were paid less than minimum wage. This resulted in Defendant's failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff and Class members

for the actual hours Plaintiff and Class members worked in violation of *Labor Code* §§ 1197, 1198 and IWC Wage Order No. 5.

D. FAILURE TO PROVIDE REST PERIODS
(Cal. Labor Code § 226.7; IWC Wage Order No. 5)

Defendant failed to provide rest periods as required by Labor Code § 226.7 and Wage Order No. 5. At times, Plaintiff and Class members were not afforded rest breaks due to staffing shortages.

By virtue of Defendant's unlawful failure to provide compliant rest periods to the Plaintiff and Class members, Plaintiff and Class members have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and Class members, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO PROVIDE MEAL PERIODS
(Labor Code §226.7; IWC Wage Order No. 5)

Defendant intentionally and improperly denied compliant meal periods to Plaintiff and Class members. Plaintiff and Class members' meal periods were shortened due to labor shortage issues. As a result of this policy, Defendant failed to compensate these employees with at least minimum wage rate for all time worked when their daily hours were automatically reduced even though employees' meal periods were shortened.

By virtue of Defendant's unlawful failure to provide compliant meal periods to Plaintiff and Class members, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to them, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Cal. Labor Code §226; IWC Wage Order No. 5)

Defendant intentionally and knowingly failed to provide Plaintiff and other members of the Class with any weekly itemized wage statements containing accurate information regarding the wages earned by Plaintiff and members of the Class. Further, Plaintiff and the members of the Class's overtime compensation, minimum wages, premium pay for meal and rest breaks not properly afforded and reporting time pay, were not included in gross wages earned by Plaintiff and members of the Class.

Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime compensation, minimum wages, premium pay for meal/rest breaks not afforded and reporting time pay, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

G. FAILURE TO PAY WAGES ON TERMINATION AND/OR RESIGNATION

(Cal. Labor Code §§201-203; IWC Wage Order No. 5)

Plaintiff and the Class were discharged and/or resigned from Defendant's employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

Plaintiff was not paid for all the wages she was owed when she ended her employment with Defendant on August 15, 2025. She is still owed overtime, minimum wages, premium pay for meal/rest breaks not afforded, reporting time pay and other wages.

H. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code §2802)

Defendant was aware that Plaintiff and Class members were using their cell phones and vehicles, but failed to indemnify Plaintiff and Class members for all their business-related expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class members for their work-related expenses that they incurred in using their cell phones and vehicles.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employees' wage rate below the minimum wage.

**I. REPORTING TIME PAY
(Wage Order No. 5)**

Plaintiff and Class members at times were scheduled to work, but were sent home during the first 2 hours of their shifts and told that it was because labor was too costly. Defendant failed to pay Plaintiff and Class members reporting time pay.

Plaintiffs and Class members suffered damages in an amount, subject to proof, to the extent they were not provided and paid reporting time pay.

**J. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5)**

On or about September 18, 2025, Plaintiff's counsel issued a written request to you for copies of her personnel records. You have failed and refused to permit Plaintiff to have access to copies of her records.

As a result of your failure and refusal to permit Plaintiff to have full access to her records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

K. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 *et seq.*)

Defendant, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the Plaintiff and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles', is positioned above the printed name.

Kevin A. Lipeles, Esq.