



1060 Aviation Blvd., Ste 100 ♦ Hermosa Beach, CA 90245 ♦ Voice (310) 322-2211 ♦

April 3, 2026

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. — Amended PAGA Notice

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 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.*, and supersedes and amends our prior PAGA notice dated September 18, 2025.

I. FACTS & NATURE OF THE DISPUTE

Plaintiff Olivia Beneduce was employed by California Pizza Kitchen, Inc. ("Defendant") as a Server and in other hourly non-exempt capacities in Thousand Oaks, California from on or about August 7, 2021 through August 15, 2025. Plaintiff was paid \$16.50 per hour. Plaintiff brings this representative action on behalf of herself and all current and former aggrieved hourly non-exempt employees of Defendant in California.

This action is brought pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, to recover civil penalties on behalf of the State of California for Defendant's systematic violations of the California Labor Code and applicable Industrial Welfare Commission ("IWC") Wage Orders, as described herein.

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. 5-2001)

Defendant was required to pay its employees for all time worked, even if employees were not clocked in or had already clocked out. Plaintiff and aggrieved employees were required to engage in off-the-clock activities after clocking out for their shifts. At times, Plaintiff and aggrieved employees were required to clock out but continue working due to budget constraints. Defendant also rounded clock-in and clock-out times in a manner that, over time, resulted in a failure to compensate employees for all time worked, and illegally and inaccurately recorded time worked. Plaintiff spent approximately 15 minutes off the clock on several occasions.

Defendant failed to pay Plaintiff and aggrieved employees for any off-the-clock work performed. Plaintiff and aggrieved employees suffered damages to the extent they were not paid for their off-the-clock work.

B. FAILURE TO PAY ALL WAGES AND PREMIUMS, INCLUDING WITH RESPECT TO TIMELINESS AND THE RATE OF PAYMENT

(Cal. Labor Code §§ 200, 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 216, 221, 222, 223, 224, 510, 558, 1182, 1182.11, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1195, 1197, 1197.1, 1198, 1199 and 29 U.S.C. §§ 207 & 216; IWC Wage Order No. 5-2001)

Upon information and belief Defendant failed to pay all wages and premiums (i.e., minimum, overtime, double time, and reporting time wages, and split shift premiums), including with respect to the timeliness and rate at which these wages were paid.

Under California law, non-exempt employees as defined by Wage Order No. 5, are entitled to premium wages for overtime worked. Because Plaintiff and aggrieved employees engaged in off-the-clock work, had their time rounded, and worked through meal breaks without compensation, they were not properly paid overtime. Defendant failed and refused to pay Plaintiff and aggrieved employees overtime compensation as required by law. Monies for unpaid overtime remain due and owing.

Plaintiff and aggrieved employees were at times scheduled to work but were sent home during the first two hours of their shifts due to labor cost constraints. Defendant failed to pay Plaintiff and aggrieved employees reporting time pay as required by Wage Order No. 5.

Defendant failed to satisfy minimum wage requirements as a result of its failure to afford compliant meal and rest breaks, requiring off-the-clock work, rounding time in a manner that resulted in underpayment, failing to pay reporting time pay, and other unlawful practices. This resulted in Defendant's failure to compensate Plaintiff and aggrieved employees for all hours worked, in violation of Labor Code §§ 1197, 1198, and IWC Wage Order No. 5. Monies for unpaid minimum wages remain due and owing.

C. FAILURE TO PROVIDE MEAL AND REST PERIODS AND FAILURE TO PAY PREMIUM PAYMENTS AT THE REGULAR RATE

(Cal. Labor Code §§ 200, 226.7, 512, 516, 551, 552, 558, 1198 ;IWC Wage Order No. 5-2001)

Defendant failed to provide rest periods as required by Labor Code § 226.7 and Wage Order No. 5. At times, Plaintiff and aggrieved employees were not afforded rest breaks due to staffing shortages. Defendant further failed to pay Plaintiff and aggrieved employees one additional hour of compensation at the regular rate of pay for each rest period not provided.

Defendant intentionally and improperly denied compliant meal periods to Plaintiff and aggrieved employees. Plaintiff and aggrieved employees' meal periods were shortened due to labor shortage issues. Defendant further failed to pay Plaintiff and aggrieved employees one additional hour of compensation at the regular rate of pay for each meal period not provided.

D. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Labor Code §§ 226, 226.3, 1174, 1174.5, 1175, 558; IWC Wage Order No. 5-2001)

Defendant intentionally and knowingly failed to provide Plaintiff and aggrieved employees with accurate itemized wage statements as required by Labor Code § 226. Because Defendant failed to pay overtime wages, minimum wages, and meal and rest period premiums, the wage statements issued did not accurately reflect all wages earned and due. As a result, Plaintiff and aggrieved employees were misled as to their entitlement to compensation and hindered from determining the amounts owed to them. Defendant also failed to maintain required payroll records as mandated by Labor Code §§ 1174 and 1174.5.

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

(Cal. Labor Code §§ 200, 201, 202, 203, 558; IWC Wage Order No. 5-2001)

Plaintiff and aggrieved employees were discharged and/or resigned from Defendant's employ, and Defendant willfully failed to pay all wages due at the time of separation, including overtime,

minimum wages, premium pay for meal and rest breaks not afforded, and reporting time pay. Plaintiff was not paid all wages owed when her employment ended on August 15, 2025.

F. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code §§ 2802, 2804)

Defendant was aware that Plaintiff and aggrieved employees were using their cell phones, vehicles, and other personal property in the course of their employment, and failed to indemnify Plaintiff and aggrieved employees for all business-related expenses incurred, including but not limited to cell phone use, vehicle use, uniforms, and uniform laundering and maintenance, in violation of Labor Code § 2802.

G. 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 Defendant for copies of Plaintiff's personnel records and payroll file. Defendant failed and refused to permit Plaintiff timely access to her records, in violation of Labor Code § 1198.5. Plaintiff will seek injunctive relief and recovery of statutory penalties as a result.

H. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

(Cal. Labor Code § 204)

Defendant failed to timely pay Plaintiff and aggrieved employees all wages for labor performed by the next regular payroll period, as required by California Labor Code § 204. As a result, civil penalties are available pursuant to Labor Code § 210, including \$100 per employee for initial violations and \$200 per employee plus 25% of the amount unlawfully withheld for subsequent or willful violations.

I. FAILURE TO RETURN DEPOSITS MADE BY EMPLOYEES WITH ACCRUED INTEREST ON DEPOSITS

(Cal. Labor Code § 404)

Upon information and belief, Defendant required Plaintiff and aggrieved employees to make deposits—including deposits related to uniforms—and failed to immediately return those deposits with accrued interest upon the employees returning their uniforms or separating from employment, in violation of Labor Code § 404.

J. FAILURE TO PROVIDE SICK PAY AND SICK TIME ACCRUAL

(Cal. Labor Code §§ 226, 233, 245, 246, 247, 248, 248.5, 248.6, 248.7, 249, 558)

Defendant failed to provide Plaintiff and aggrieved employees with wage statements showing any accrual of sick time as required by the Labor Code, failed to pay sick pay at the regular rate of pay, and failed to provide California Supplemental Paid Sick Leave. These failures constitute violations of the California Healthy Workplaces Healthy Families Act and related provisions.

K. FAILURE TO PAY VESTED VACATION TIME

(Cal. Labor Code § 227.3, 558)

Defendant maintained a uniform policy providing for paid vacation but had a consistent policy of failing to compensate Plaintiff and aggrieved employees at their final rate of pay for unused, vested paid vacation days upon separation from employment, in violation of Labor Code § 227.3.

L. FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN

(Cal. Labor Code §§ 551, 552)

Upon information and belief, Defendant failed to provide Plaintiff and aggrieved employees with at least one day's rest in each seven-day workweek, in violation of Labor Code §§ 551 and 552.

M. FAILURE TO PROVIDE SUITABLE SEATING

(Cal. Labor Code §§ 1194.5, 1198; IWC Wage Order No. 5-2001)

Defendant failed to provide Plaintiff and aggrieved employees with suitable seats in reasonable proximity to their work areas, as required by applicable Wage Order provisions and Labor Code §§ 1194.5 and 1198.

N. UNLAWFUL DEDUCTIONS AND WITHHOLDINGS FROM WAGES

(Cal. Labor Code §§ 212, 213, 221, 222, 223, 224, 226.7, 510, 558, 1197.1)

Upon information and belief, Defendant made unlawful deductions and withholdings from the wages of Plaintiff and aggrieved employees in violation of Labor Code §§ 212, 213, 221, 222, 223, 224, 226.7, 510, 558, 1197.1

O. FAILURE TO PROVIDE REQUIRED EMPLOYMENT NOTICES AND RECORDS; UNLAWFUL REQUIREMENT OF THE WAIVER OF RIGHTS; UNLAWFUL BACKGROUND CHECKS; AND UNLAWFUL RELIANCE ON SALARY HISTORY INFORMATION

(Cal. Labor Code §§ 226, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 558, 1174, 1198.5, 2810.5, 6409.6; Cal. Gov't Code § 12952; Wage Order No. 5-2001)

Upon information and belief Defendant failed to provide Plaintiff and aggrieved employees with required employment records and notices, including personnel records as required by Labor Code § 1198.5, new hire notices required by Labor Code § 2810.5, and prominently display notices as required by Labor Code § 6409.6. Defendant further engaged in unlawful conduct related to: (1) unlawful reliance on salary history information in violation of Labor Code § 432.3; (2) unlawful requirements of waiver of rights in violation of Labor Code §§ 432.5 and 432.6; and (3) unlawful background check practices in violation of Labor Code §§ 432.7 and 432.8 and Government Code § 12952.

P. SAFETY AND HEALTH VIOLATIONS / FAILURE TO PROVIDE SANITATION FACILITIES

(Cal. Labor Code §§ 6401, 6402, 6403; Cal. Code Regs., tit. 8, §§ 1527, 3366, 3457, 8397.4)

Upon information and belief, Defendant failed to furnish and use safety devices and guards and otherwise failed to comply with applicable safety and health standards required by Labor Code §§ 6401, 6402, and 6403. Defendant further failed to provide adequate and readily accessible sanitation facilities as required by California Code of Regulations, title 8, §§ 1527, 3366, 3457, and 8397.4.

Q. FAILURE TO PROVIDE COVID-19 RELATED NOTICES

(Cal. Labor Code §§ 6409.6, 6432)

Upon information and belief, Defendant failed to provide required COVID-19-related notices and notifications to Plaintiff and aggrieved employees in violation of Labor Code §§ 6409.6 and 6432.

R. UNLAWFUL RETALIATION AND PREVENTION OF WHISTLEBLOWING

(Cal. Labor Code §§ 232, 232.5, 1102.5, Cal. Gov't Code § 12940 et seq.)

Upon information and belief, Defendant further unlawfully retaliated against and prevented whistleblowing by employees in violation of Labor Code §§ 232, 232.5, 1102.5, and Cal. Gov't Code § 12940 et seq.

In addition Plaintiff is informed and believed, and based thereon alleges that Defendant had a policy or practice of violating the following sections of the applicable IWC California Wage Orders, including IWC Wage Order No. 5-2001 §§ 2, 3, 4, 7, 11, 12, 14, the Cal. Code Regs.; California Labor Code §§ 96, 98.6, 232, 232.5, and 1197.5, California Business and Professions Code §§ 17200, et seq. and 16600 et seq. Defendant shall pay all penalties interest, costs, or attorneys' fees as a result of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA Labor Code § 2698, *et seq.*, including but not limited to Cal. Lab. Code §§ 200, 210, 218.5, 218.6, 225.5, 226, 226.7, 226.3, 558, 1174.5, 1194, 1197.1, 1199, 1391, 2699; Cal. Civ. Code § 3294; and Cal. Civ. P. Code § 1021.5 and Wage Order No. 5-2001, § 20.

III. CONCLUSION

Please take notice that this amended letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699, *et seq.*, with respect to all violations described herein. This letter supersedes and amends the PAGA notice previously submitted on September 18, 2025.

By law, an employee alleging a violation of one of the above-referenced sections must notify their employer and the Labor and Workforce Development Agency (LWDA) before invoking 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 all appropriate claims under Labor Code § 2699 should your office fail to address these matters within the prescribed 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 exhaustive statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

Justen Lipeles

Justen Lipeles, Esq.