

RUIZ-VELASCO LAW FIRM

September 15, 2025

Via Electronic Submission

California Labor & Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

By Certified Mail

Mr. Gregory J Newman
Ms. Lisa Newman
Mr. Ronald Newman
PB Pierside Restaurant LLC
Hideaway Pacific Beach
36 13th Court
Hermosa Beach, CA 90254

Mr. Gregory J Newman
Ms. Lisa Newman
Mr. Ronald Newman
PB Pierside Restaurant LLC
Hideaway Pacific Beach
703 Pier Ave, Unit B815
Hermosa Beach, CA 90254

Re: **Pena v. PB Pierside Restaurant LLC, et al.**

To Whom It May Concern:

We represent Oscar Rivera individually and on behalf of all other individuals (collectively "Plaintiffs") who are either former or current employees of PB Pierside Restaurant LLC, its owners, officers, and managing agents Gregory J Newman, Lisa Newman, and Ronald Newman, who all own and operate Hideaway Pacific Beach Restaurant located at (collectively "Defendants"). Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendant's Labor Code violations and of our client's intent to recover statutory penalties under the Labor Code Private Attorney General Act of 2004. A copy of this letter is also being sent to Defendants via certified mail pursuant to Labor Code section 2699.3.

Plaintiffs were employed by Defendants as cooks, food preparers, dishwashers, servers, and supervisors. Defendants fail to pay overtime hours worked, but instead underpay some overtime hours in cash under the table, or none at all, even though Plaintiffs regularly worked overtime every week, causing minimum and overtime violations (“wage theft”). Defendants misclassify many of the Plaintiffs as exempt, including Mr. Rivera, in order to avoid paying them for overtime, and to avoid having to provide meal and rest periods. Further, Defendants have also failed to pay earned vacation pay to Plaintiffs.

Defendants fail to fully relieve Plaintiffs from meal and rest periods and regularly require Plaintiffs to work through their meal and rest periods, particularly during busy times, but fail to pay them any premiums for their on-duty meal and rest periods. Specifically, Plaintiffs are not fully relieved of their duties during their meal and rest periods because Defendants require them to work through their meal and rest periods, and even if they were allowed, they are not able to because they would not be able to complete their required daily tasks. As a result, Plaintiffs are owed meal and rest period premium wages, plus interest and penalties.

Defendants have failed to provide paycheck statements with accurate hours worked, and with all overtime meal and rest period premium gross wages earned, all deductions, all net premium wages earned as required by Labor Code Section 226, particularly because Defendants pay Plaintiffs in cash under the table for part of their pay and because they misclassify employees.

Plaintiffs were not paid all of their overtime, minimum, premium, vacation pay, and other wages owed at the time of their separation of work in violation of LC §§ 203 and 204.

Defendants also terminated and retaliated against Mr. Rivera because he reported to his manager and supervisor that he was misclassified as exempt, and that he should be paid per hour, not salaried. Defendants terminated Mr. Rivera’s employment shortly thereafter because he reported that he should not be misclassified as exempt despite him having an exemplary record at the company. Defendants’ conduct was despicable, has caused great harm to Mr. Rivera, and is in violation of Labor Code §§ 98.6, 1102.5, and *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 172. Therefore, Defendants owe Mr. Rivera general, special and punitive damages, penalties, and fees and costs.

Gregory J Newman, Lisa Newman, and Ronald Newman, as the owners, officers, directors, and/or managing agents of PB Pierside Restaurant LLC are jointly and severally liable for the above violations pursuant to LC Sections 558, 558.1, 98.6, 1102.5, 1197.1, and others.

The payment of a less wage than the California minimum wage and minimum wage violations, including failure to pay split shift premiums, are unlawful pursuant to Labor Code Sections 1197, 1197.1, 1194, 558, 558.1. Overtime compensation is statutorily required by California Labor Code Section 510, 558, 558.1. Meal and rest periods are required pursuant to Labor Code section 226.7 and 512, 558, 558.1. Failure to reimburse for expenses incurred in the course of one's employment is a violation of Labor Code Section 2802, et seq. Accurate wage statements must be timely given to employees pursuant to Labor Code section 226. Illegal deductions are in violation of LC Sections 220, 221, 222, 223, 224, et seq. Failure to pay sick pay wages is a violation of LC 246. Failure to pay vacation pay is a violation of LC 227, 227.3. Defendants' misclassification of Plaintiffs is a violation of LC 226.8. Retaliation and threats for requesting his or her rights and reporting illegal behavior is a violation of Labor Code Sections 98.6, 1102.5, among other laws and statutes. Defendants' employment practices implicate violations of numerous other Labor Code sections, including but not limited to the following: Labor Code §§ 98.6, 201, 202, 203, 204, 220, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 350-356, 510, 512, 558, 558.1, 1102.5, 1194, 1194.2, 1197.1, 2802, et seq., and 2698, et seq.

Accordingly, Plaintiffs respectfully request that the Labor & Workforce Development Agency ("LWDA") initiate an enforcement action with respect to the aforementioned violations. If the LWDA declines to pursue enforcement, Plaintiffs will pursue these claims for statutory penalties on behalf of themselves and all other current and former employees. If you have any questions or concerns regarding the above, do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Rodolfo Ruiz-Velasco', with a stylized, flowing script.

Rodolfo Ruiz-Velasco, Esq.