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Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: ***Bravo v. Tule Coffeehouse Inc***

Dear Labor Commissioner,

As counsel for Roselyn Bravo ("Plaintiff"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Tule Coffeehouse Inc
9098 Elk Grove Blvd
Elk Grove, CA 95624

Leah Van Osten
2557 Clearlake Way
Sacramento, CA 95826

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Tule Coffeehouse Inc, and Leah Van Osten ("Defendants"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all non-exempt employees who worked or continue to work for Defendants in California at any time between one (1) year prior to the filing of this notice to the present. Plaintiff experienced each of the alleged violations and, therefore, may bring claims on behalf of other similarly situated employees as identified herein.

A. FACTS

Ms. Roselyn Bravo began working for Defendants on approximately April 25 of 2024 as a Barista. Her job duties included taking café orders, making drinks, and cleaning her work area. Defendants paid Ms. Bravo $19.00 per hour.

Ms. Bravo was hired as a part-time employee, but due to her reliability and work ethic, Defendant started scheduling her for 30 to 40 hours per week and began authorizing additional overtime which was not paid at time and a half. Ms. Bravo and other similarly situated employees further worked 7 days a week and were not compensated at time-and-a-half or double time for this time. Ms. Bravo reports that timecards provided by the company failed to accurately reflect any overtime or double time worked.

During orientation, Defendants told Ms. Bravo and all other employees to download the application “Dripos” on their personal cellphones to document the hours they worked. Ms. Bravo and employees thus used their personal phones to clock in and out for work and further used their phones to communicate for work purposes, including taking calls from Defendants and group text threads about work issues and policy discussions. Cell phones were used regularly at work by Ms. Bravo and similarly situated employees to respond to Defendants and were absolutely necessary.

During training, Defendants notified Ms. Bravo that they would provide her with a 30-minute meal break prior to the completion of her fifth hour worked, and a 10-minute rest break for each four hours worked. Defendants further provided Ms. Bravo and its employees with an Employee Handbook that outlined meal and rest break expectations.

Within the first month of employment, Defendants gathered employees to ask whether they wanted to work through “breaks”. Defendants did not specify whether they meant meal or rest breaks. Feeling pressured due to Defendants’ understaffing, Ms. Bravo and other employees agreed to “skip” their breaks. Employees did not sign meal period or rest break waivers, and Defendants did not articulate what breaks were talked about. Ms. Bravo and other employees thereafter insisted they receive the breaks they were legally owed by Defendants.

Despite employees’ demands for breaks, due to understaffing, Ms. Bravo was unable to take full, uninterrupted thirty-minute meal breaks during approximately 80% of her shifts per week. When Ms. Bravo did take breaks, Defendants constantly interrupted her to come back to work early. Ms. Bravo further states that most of her meal breaks were taken after she had already worked six hours during her shift. Ms. Bravo and employees were not paid a meal period premium for missed or late meal breaks.

During her employment, Ms. Bravo did not take 10-minute rest breaks for each 4-hour period worked. Ms. Bravo estimates that she complained to Defendants approximately one time per shift that she was not able to take a rest break due to understaffing and the busy workload. Despite Ms. Bravo's complaints, Defendants did not implement any changes to allow Tule employees to receive 10-minute rest breaks.

Ms. Bravo and other employees regularly complained to Defendants about safety and cleanliness concerns. Defendant's employees were not trained in cleanliness or sanitization, which resulted in numerous problems, including a cockroach infestation. Despite Ms. Bravo's complaints, Defendants did nothing to provide their employees with sanitization training or means to exterminate the cockroaches. In addition, Defendants directed Ms. Bravo and other employees to intentionally lie to the Health Department.

In approximately February or March 2025, a Lead Cook, [redacted], informed Ms. Bravo and other employees that Defendants had told him that the Health Department wanted Defendants to put a vent over the grill. He informed employees that Defendants had instructed him to lie to the Health Department if they came for an inspection by indicating they did not use the grill and to show Health Department employees a package of pre-cooked bacon to "sell" the lie.

In addition, Defendants told the Health Department that they did not use the backroom on the property, when in fact Defendants regularly directed their employees to use that area for food storage and food preparation. Defendants placed a "Do not enter" sign on the door to the backroom to mislead the Health Department. Defendants further requested that their employees not enter that room if the Health Department was present and to say that they did not use the backroom for business purposes.

In or about November 2024, Ms. Bravo's co-workers began telling her that Defendants were getting tired of Ms. Bravo's complaints regarding breaks and cleanliness. From November 2024 to January 2025, in retaliation for her complaints, Defendants began to cut Ms. Bravo's hours.

On May 14, 2025, Ms. Bravo complained to Defendants via text regarding the roach infestation. Defendants excused the roach infection and said that [redacted], who was not a pest exterminator, was working on it.

After reviewing Defendant's response, Ms. Bravo concluded that she could no longer continue working for Defendants in good faith. She could not, in good conscience, serve food to customers that had been prepared in areas affected by a roach infestation. Faced with Defendant's failure to address the infestation, its refusal to comply with safety regulations, and its retaliation in response to her complaints, Ms. Bravo was left with no choice but to resign from her position on May 14, 2025.

Defendants do not have an employee handbook that contains wage and hour, breaks, or reimbursement policies.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 5, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 3 – Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law.

Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 4 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . . ." For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count 5 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime wages, and missed meal and rest periods, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 6 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states 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." Defendants failed to pay any reimbursements for cell phones used by Plaintiff and Aggrieved Employees for work purposes. This was in violation of the law.

Count 7 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section

558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiff and Aggrieved Employees' rights provided for under the California Labor Code. Leah Van Osten was an officer, director, shareholder, and/or managing agent of Defendants responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count 8 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Count 9 – Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

Labor Code section 204(a) provides that "all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. As stated above, Defendants failed to comply with this provision by paying Plaintiff and Aggrieved Employees for wages earned between the 1st and 15th and between the 16th and last day of the month beyond the maximum time allowed under the statute. This was in violation of the law.

Count 10 – Violation of Labor Code § 1102 (Whistleblower Retaliation)

Labor Code Section 1102.5(a) states that an employer may not "make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a . . . person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, . . . if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties."

An employer also may not "retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, . . . if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties. *See* Labor Code § 1102.5(b).

Lastly, an employer may "not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation." *See* Labor Code § 1102.5(c). Ms. Bravo complained to Defendants about not receiving breaks and cleanliness issues and Defendants responded by cutting her hours. This is clear retaliation in violation of whistleblower statutes.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: ______________________________
Galen T. Shimoda

GTS:as
cc: Client via e-mail

Bravo v. Tule Coffeehouse, Inc.

PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150

I, Angela Molina Yacarini, declare that:

I am a resident of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On September 8, 2025, I served the following documents on the party below:

- **PRIVATE ATTORNEYS GENERAL ACT LETTER**

Tule Coffeehouse Inc 9098 Elk Grove Blvd Elk Grove, CA 95624	Leah Van Osten 2557 Clearlake Way Sacramento, CA 95826

[XXX] [By Certified Mail] I am familiar with my employer’s practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day’s mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[ ] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[ ] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:__________.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on September 8, 2025, at Salt Lake City, Utah.

Angela Molina Yacarini