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County of San Diego

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

RESHENNIA HARRIS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

FAMILY STYLE, INC., a corporation;
LAWRENCE VAVRA, an individual; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2023-00011565-CU-OE-CTL

*Assigned to the Hon. Carolyn M. Caietti
Department C-70*

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Minimum Wage Violations
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Paid Sick Leave Violations
6. Unpaid Vacation Wages
7. Untimely Payment of Wages
8. Wage Statement Violations
9. Waiting Time Penalties
10. Failure to Reimburse Business Expenses
11. Failure to Provide Records
12. Unfair Competition
13. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

1 Plaintiff RESHENNIA HARRIS, individually and on behalf of all others similarly situated and
2 the State of California under the Private Attorneys General Act (“Plaintiff”) brings this FIRST
3 AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT against Defendants
4 FAMILY STYLE, INC.; LAWRENCE VAVRA; and DOES 1 through 50, inclusive (collectively
5 “Defendants”), alleging as follows:

6 **INTRODUCTION**

7 1. This is a class and representative action brought under California Code of Civil
8 Procedure § 382 for Defendants’ violations of the California Labor Code and Business and Professions
9 Code.

10 2. Plaintiff also seeks civil penalties under the Private Attorneys General Act of 2004 for
11 Defendants’ violations of the California Labor Code.

12 3. Defendants underpaid the class members’ wages by failing to include all forms of
13 remuneration, including nondiscretionary performance bonuses, in their hourly overtime, sick pay,
14 and premium rates, resulting in underpayments of wages.

15 4. Defendants maintained unlawful sick time accrual practices. Defendants also
16 maintained an illusory vacation policy, as class members were not paid accrued vacation time when it
17 was properly requested during their employment or at the separation of their employment.

18 5. Defendants regularly required employees to work off-the-clock and routinely deducted
19 time from employees’ reported hours worked, failing to properly compensate the class members for
20 all hours worked.

21 6. Defendants required Plaintiff and the class members to incur costs for work-related
22 purposes without full reimbursement.

23 7. Defendants also failed to maintain compliant meal and rest period policies and
24 practices, resulting in a failure to pay wages and premiums.

25 8. Defendants unlawfully withheld gratuities earned by the class members.

26 9. Defendants are further liable for derivative penalties for wage statements, untimely
27 payment of wages, and waiting time violations.

10. Defendants' employment policies and practices and payroll administration systems enabled and facilitated these violations on a company-wide basis with respect to the class members.

JURISDICTION & VENUE

11. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

12. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

13. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

14. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conduct business and committed some of the alleged violations in this county.

PARTIES

A. Plaintiff Reshennia Harris

15. Plaintiff Harris is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about August 2021 to present. Plaintiff worked for Defendants in various hourly positions.

16. The State of California, via the Labor and Workforce Development Agency ("LWDA"), is the real party in interest in this action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in interest."])

B. Defendants

17. Through the respective statutory periods, each of the defendants was a legal employer of Plaintiff and the class members.

18. Defendant FAMILY STYLE, INC. is a Delaware corporation that maintains operations and conducts business throughout the State of California, including in this county.

1 19. Defendant LAWRENCE VAVRA is an individual over the age of 18, residing and
2 doing business in the state of California, and is an officer, member, director, agent, and/or owner of
3 the above corporate Defendant who is liable for the actions and conduct of the above corporate
4 Defendant at all times stated herein.

5 20. Plaintiff is informed, believes, and alleges that no class action asserting similar factual
6 allegations has been filed against any of the named defendants within the preceding three years, that
7 the defendants and more than two-thirds of Class Members are citizens of California.

8 21. The true names and capacities, whether individual, corporate, or otherwise, of the
9 parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued
10 by such fictitious names under Code of Civil Procedure section 474. Upon information and belief,
11 each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some
12 manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their
13 true names and capacities once ascertained.

14 22. Upon information and belief, Defendants in this action are employers, co-employers,
15 joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised
16 control over the wages, hours, and working conditions of the employees, suffered and permitted them
17 to work, and otherwise engaged them as employees under California law.

18 23. Upon information and belief, at least some of the Defendants have common ownership,
19 common management, interrelationship of operations, and centralized control over labor relations and
20 are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and
21 omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

22 24. Upon information and belief, Defendants acted in all respects pertinent to this action as
23 an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated
24 enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and
25 omissions of each defendant may be legally attributable to all others.

26 25. Plaintiff is informed, believes, and alleges that the above-mentioned defendants
27 violated and/or caused to be violated Labor Code and IWC Wage Order provisions and/or regulating
28 minimum wages and days of work and other provisions of the Labor Code with respect to the Class

Members. As a result, they may be held personally liable under Labor Code §§ 558, 558.1, and 1197.1. (See, e.g., *Atempa v. Pedrazzani* (2018) 27 Cal. App. 5th 809.)

CLASS ALLEGATIONS

26. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure § 382:

- a. All current and former non-exempt employees who worked for Defendants in California at any time from four years prior to the filing of this action through date of class certification.

27. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

28. The class is ascertainable and shares a well-defined community of interest in this litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of class members is ascertainable by inspection of Defendants' employment and payroll records.
- b. Typicality: Plaintiff's claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiff experienced, will establish the right of the class to recover on the causes of action alleged herein.
- c. Adequacy: Plaintiff is an adequate class representative; will take all necessary steps to protect the class members' interests adequately and fairly; has no interest antagonistic to other class members; and is represented by attorneys who have substantial experience prosecuting, defending, resolving, and litigating wage and hour class, collective, and representative actions in California state and federal courts.

1 d. Superiority: A class action is superior to other means for adjudicating this
2 dispute. Individual joinder is impractical. Class treatment will allow for
3 common issues to be resolved in a single forum, simultaneously, and without
4 duplication of effort and expense.

5 e. Public Policy Considerations: Certification of this lawsuit as a class action
6 advances the State of California's strong public interest in ensuring its
7 approximately millions of employed residents are properly paid the wages they
8 earned for the hours they worked. Class actions provide a mechanism for
9 enforcement of labor laws and allow for vindication of employee rights by
10 unnamed class members.

11 29. Common questions of law and fact as to the class members predominate over questions
12 affecting only individual members. The common questions of law and fact exist as to whether the
13 employment policies and practices formulated by Defendants and applied to the class members
14 constitute violate California law.

15 **GENERAL ALLEGATIONS**

16 30. Plaintiff and the Class Members in this action worked for Defendants and were
17 compensated on an hourly basis as nonexempt employees.

18 31. Defendants failed to pay Plaintiff and the Class Members at the lawful minimum rate
19 for all hours worked, resulting in unpaid minimum wages.

20 32. Defendants required, expected, and explicitly instructed Plaintiff and, upon information
21 and belief, other Class Members, to perform various work duties while off-the-clock and on their days
22 off. These tasks included, but were not limited to, prepping ingredients, conducting inventory,
23 purchasing restaurant items (such as fresh ingredients and receipt paper), coordinating schedules,
24 contacting plumbers and electricians, and answering numerous text messages, emails, and phone calls
25 from Defendants' agents.

26 33. Defendants also maintained a policy and practice of revising Plaintiff and the Class
27 Members' time records to reduce the work time that they reported. For example, on March 6, 2022,
28 Plaintiff clocked in at 3:54 p.m. and clocked out at 1:26 a.m. on March 7, 2022. Defendants later

1 changed these reported times to 3:55 p.m. and 1:15 a.m., respectively. Plaintiff is informed, believes,
2 and alleges that Defendants routinely employed this unlawful deduction policy to all Class Members,
3 resulting in the same or similar under-compensation for time worked for other employees.

4 34. Furthermore, Defendants also automatically deducted a 30-minute “meal break” from
5 employees’ reported work time after the employee had been at the restaurant for five hours. This
6 occurred regardless of whether the employee actually received a compliant meal period.

7 35. Defendants paid and the Class Members additional compensation, including, but not
8 limited to, nondiscretionary bonuses. For example, Plaintiff and the class members were eligible for
9 and earned a nondiscretionary performance bonus for having under a certain number of inaccurate
10 food orders. Defendants also maintained a policy and practice of paying shift differentials or bonuses
11 for hours the Class Members worked on holidays. These additional forms of remuneration were not
12 included in the regular rate of pay for purposes of overtime, premiums, and sick pay.

13 36. Furthermore, Defendants failed to comply with California’s paid sick leave laws with
14 respect to Plaintiff and the Class Members. Under Defendants’ sick leave policy and practice, Plaintiff
15 did not accrue any sick time at all until October 2022 despite having been employed with the company
16 for over fourteen months and was denied any paid sick leave up to that point. Thereafter, Defendants
17 failed to a provide paid sick leave to Plaintiff and, on information and belief, Class Members, at a
18 lawful accrual rate.

19 37. Defendants maintained an unlawful policy and practice of failing to pay all accrued and
20 unused vacation wages to the Class Members upon separation of employment at the lawful rate of pay,
21 resulting in forfeiture of vested vacation time and wages. Plaintiff is informed, believes, and alleges
22 that as a common policy and practice, Defendants maintained a vacation policy that was illusory and
23 that employees were not paid accrued vacation time when it was properly requested during their
24 employment or at the separation of their employment.

25 38. Additionally, Defendants maintained an unlawful gratuity policy and practice with
26 respect to the aggrieved employees. Defendants kept for themselves all credit card gratuities earned
27 by the aggrieved employees, only allowing employees to receive the cash gratuities that they earned.
28

39. Defendants failed to provide compliant first and second meal periods to Plaintiff and the Class Members. Plaintiff and, on information and belief, the Class Members often experienced missed, short, and late meal periods. Specifically, Defendants had a strict policy and practice of not permitting employees to turn off the application through which they received food orders for the purpose of taking a compliant meal period. On many occasions, employees were expected to work through their unpaid meal breaks. Defendants often scheduled only one employee to be on-duty during certain shifts, omitting the possibility of that employee being relieved of duty to receive a compliant meal period. Defendants did not maintain a valid on-duty meal period agreement.

40. Furthermore, Defendants maintained a timekeeping system that automatically deducted a 30-minute break from employees' time if they are clocked in at the restaurant for more than five hours. This deduction occurred without employees' input and regardless of whether employees actually received a compliant meal period.

41. Likewise, due to Defendants' business practice of disallowing the food order application from being paused during work hours, staffing issues, employees' job responsibilities, and the steady flow of business, Plaintiff and the Class Members were not authorized or permitted to take all of their rest periods on most occasions.

42. When Defendants did not provide compliant meal or rest periods, Defendants failed to pay Plaintiff and the Class Members a meal period premium or rest period premium at the "regular rate of compensation," in violation of California law.

43. Defendants required Plaintiff and the Class Members to incur significant costs for work-related purposes without full reimbursement, including but not limited to mileage, the use of personal home appliances to cook food for the restaurant, and the use of their personal cell phones to perform work duties.

44. Defendants had a policy and practice of requiring Plaintiff and the Class Members to use their personal cellphones for business purposes. Plaintiff and the Class Members received phone calls, text messages, and emails from Defendants' managers and executive team regarding work responsibilities on a daily basis. Specifically, Plaintiff would routinely receive phone calls and messages on her personal cellphone from Defendants' agents and employees Plaintiff supervised both

1 during and after work hours. As a result, Plaintiff incurred losses due to uncompensated regular and
2 overtime hours, as well as expenditures due to Defendants' failure to properly reimburse Plaintiff.

3 45. Defendants also failed to reimburse Plaintiff and the other Class Members for mileage
4 and costs incurred when fulfilling various duties on behalf of the company, such as traveling to stores
5 to purchase items needed for the restaurant, delivering items to the restaurant, and assisting Defendants
6 in relocating the restaurant using their personal vehicles.

7 46. Furthermore, Defendants occasionally required that Plaintiff and the Class Members
8 use their personal home spaces and appliances to perform work for Defendants, such as preparing food
9 in their own kitchens and delivering the food to the restaurant for use in completing food orders. On
10 information and belief, Defendants failed to reimburse Plaintiff and the Class Members for the use of
11 their personal spaces and appliances to perform work mandated by Defendants.

12 47. In direct consequence of their job duties, Plaintiff and Class Members unavoidably and
13 necessarily incurred losses, expenditures, costs, and expenses that Defendants did not fully and
14 compliantly reimburse as a matter of policy and practice.

15 48. Defendants failed to provide any records upon Plaintiff's request. On information and
16 belief, Defendants have not provided employment records to other aggrieved employees, based on the
17 same policy and practice applied to Plaintiff.

18 49. Because of these violations, Defendants failed provide accurate itemized wage
19 statements to the Class Members that included the accurate total hours and gross or net wages earned,
20 as the employees earned sick leave wages, overtime, gratuities, premium, and minimum wages that
21 were not paid or otherwise not paid at the lawful rate in light of the regular rate violations. Likewise,
22 these sick pay, overtime, and premium wages were paid at inaccurate hourly wage rates (*i.e.*, the base
23 rate or a multiple of the base rate for overtime instead of the regular rate) which violates the wage
24 statement requirement to include the correct hourly rate in effect each pay period along with the correct
25 number of hours. As a result of the foregoing issues, and because of the compulsory off-the-clock
26 work, Defendants failed to include the total hours worked and the hourly rate in effect along with the
27 corresponding number of hours worked at each rate. Therefore, Defendants have provided inaccurate
28 and non-compliant wage statements to the Class Members.

50. These violations create derivative liability for failure to pay all wages owed each payday or upon separation of employment.

51. As a result of the foregoing violations, Defendants also failed to timely pay all wages as they were due to Plaintiff and the Class Members while they were employed and also failed to timely pay all wages due to Plaintiff and the Class Members at their separation of employment.

52. Through this action, Plaintiff seeks to enforce the rights of the State of California, through the LWDA, to enforce the Labor Code and collect civil penalties for Defendants' Labor Code violations.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

Violation of Labor Code §§ 1194, 1194.2 and 1197

(All Claims Alleged by Plaintiff and Class Members Against All Defendants)

53. All outside paragraphs of this Complaint are incorporated into this section.

54. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the "Hours and Days of Work" and "Minimum Wages" sections of the applicable orders), which require non-exempt employees be timely paid at least the state or local minimum wage (if higher) for each hour of work, and further provide a private right of action for an employer's failure to pay all minimum wages (plus liquidated damages).

55. Defendants willfully failed in their affirmative obligation to pay Plaintiff and class members at least the lawful minimum wage for each hour worked in violation of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the "Hours and Days of Work" and "Minimum Wages" sections of the applicable orders), including payment at the lawful local and county minimum wage ordinances in effect. As a result, Defendants are liable for all associated damages, including liquidated damages for the minimum wage violations pursuant to Labor Code § 1194.2.

56. Defendants' unlawful acts and omissions deprived Plaintiff and class members of minimum, regular and overtime wages in amounts to be determined at trial. Plaintiff and class

1 members are entitled to recover to the full amount of the unpaid wages, plus liquidated damages in an
2 amount equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys'
3 fees, and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY ALL OVERTIME WAGES**

6 **Violation of Labor Code §§ 510 and 1194**

7 57. All outside paragraphs of this Complaint are incorporated into this section.

8 58. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
9 §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime
10 wages all overtime hours worked, and which further provide a private right of action for an employer's
11 failure to pay all overtime compensation for overtime hours worked.

12 59. Defendants failed in their affirmative obligation to pay Plaintiff and class members no
13 less than one and one-half times their respective "regular rate of pay" for all hours worked in excess
14 of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of
15 work in any one workweek, and no less than twice their respective "regular rate of pay" for all hours
16 over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for
17 such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC
18 Wage Orders (the "Hours and Days of Work" sections of the applicable orders).

19 60. Plaintiff and class members are entitled to recover to the full amount of the unpaid
20 overtime, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the
21 extent permitted by law.

22 **THIRD CAUSE OF ACTION**

23 **MEAL PERIOD VIOLATIONS**

24 **Violation of Labor Code §§ 226.7 and 512**

25 61. All outside paragraphs of this Complaint are incorporated into this section.

26 62. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
27 §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or
28 meal period premiums in lieu thereof), and which further provide a private right of action for an

1 employer's failure to lawfully provide all meal periods and/or pay meal period premiums at the lawful
2 regular rate of compensation.

3 63. Defendants willfully failed in their affirmative obligation to consistently provide
4 Plaintiff and class members compliant, duty-free meal periods of not less than 30 minutes beginning
5 before the fifth hour of hour for each work period of more than five hours per day and a second duty-
6 free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in
7 violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the "Meal Periods"
8 sections of the applicable orders).

9 64. Further, Defendants willfully failed in their affirmative obligation to consistently pay
10 Plaintiff and class members one additional hour of pay at the respective regular rate of compensation
11 for each workday that a fully compliant meal period was not provided, in violation of Labor Code
12 sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the "Meal Periods" sections of the
13 applicable orders).

14 65. Plaintiff and class members are entitled to recover to the full amount of the meal period
15 premiums owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to
16 the extent permitted by law.

17 **FOURTH CAUSE OF ACTION**

18 **REST PERIOD VIOLATIONS**

19 **Violation of Labor Code §§ 226.7**

20 66. All outside paragraphs of this Complaint are incorporated into this section.

21 67. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
22 §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods
23 (or rest period premiums in lieu thereof), and which further provide a private right of action for an
24 employer's failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful
25 regular rate of compensation.

26 68. Defendants willfully failed in their affirmative obligation to consistently authorize and
27 permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten
28 (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code

sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the applicable orders).

69. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL PAID SICK LEAVE WAGES

Violation of Labor Code §§ 200, 218, 246 *et seq.*

70. All outside paragraphs of this Complaint are incorporated into this section.

71. Defendants knowingly and intentionally failed in their affirmative obligation to pay sick leave wages to Plaintiff and the Paid Sick Leave Class in violation of Labor Code section 246 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay”].)

72. Labor Code section 246(l) governs how Defendants were required to calculate paid sick leave:

[A]n employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.

1 (3) Paid sick time for exempt employees shall be calculated in the same manner
2 as the employer calculates wages for other forms of paid leave time.

3 73. Defendants failed to pay Plaintiff and the Paid Sick Leave Class their paid sick leave
4 wages at one of the lawful rates set forth in the statute because Defendants failed to include in their
5 sick leave calculation the additional remuneration received by Plaintiff and the Paid Sick Leave Class.

6 74. Furthermore, to the extent the paid sick leave paid constitutes Covid-related paid sick
7 leave, Defendants knowingly and intentionally failed in their affirmative obligation to pay Covid-19
8 Supplemental Sick Leave wages to the Paid Sick Leave Class at the correct rate in violation of Labor
9 Code sections 246, 248.1, 248.2, and 248 *et seq.*

10 75. Pursuant to Labor Code section 248.1, Defendants were required to provide up to 80
11 hours of Covid-19 Supplemental Paid Sick Leave to employees for the period of April 20, 2020 to
12 December 31, 2020. Labor Code section 248.2 required Defendants to provide up to 80 hours of
13 Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2021 through at least September
14 30, 2021. Labor Code section 248.6 extended Covid sick leave protections and requires employers to
15 provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2022
16 to September 30, 2022, and may be extended thereafter.

17 76. Under Labor Code section 248.1, employees must be paid for Covid-19 Supplemental
18 Paid Sick Leave at the highest of the following: (1) the regular rate of pay for the last pay period,
19 (2) state minimum wage, (3) local minimum wage.

20 77. Under Labor Code section 248.2, non-exempt employees must be paid supplemental
21 paid sick leave according to the highest of the following four methods:

22 (I) Calculated in the same manner as the regular rate of pay for the workweek in which
23 the covered employee uses COVID-19 supplemental paid sick leave, whether or not
24 the employee actually works overtime in that workweek.

25 (II) Calculated by dividing the covered employee's total wages, not including
26 overtime premium pay, by the employee's total hours worked in the full pay periods
27 of the prior 90 days of employment.

28 (III) The state minimum wage.

1 (IV) The local minimum wage to which the covered employee is entitled.

2 78. Labor Code section 248.6 requires employers to pay supplemental sick leave using
3 either method (I) or (II), as identified above.

4 79. On information and belief, Defendants failed to pay Covid-19 Supplemental Sick
5 Leave in the manner described above because Defendants failed to include in their sick leave
6 calculation the additional remuneration received by the Paid Sick Leave Class.

7 80. As a result, Defendants violated the Labor Code and are liable to Plaintiff and the Paid
8 Sick Leave Class for underpaid sick leave wages, in addition to interest, attorneys' fees, and costs.

9 **SIXTH CAUSE OF ACTION**

10 **UNPAID VACATION WAGES**

11 **Violation of Labor Code §§ 201, 202, 203, and 227.3 and 1194, and 1198**

12 81. All outside paragraphs of this Complaint are incorporated into this section.

13 82. This cause of action is brought by the Unpaid Vacation Wages Class pursuant to Labor
14 Code §§ 200, 201, 202, 203, and 227.3 and 1194, and 1198, which require non-exempt employees be
15 timely paid all vested vacation wages at their final rate of pay upon separation of employment, and
16 which further provide a private right of action for an employer's timely failure to pay all vacation
17 compensation upon termination.

18 83. Defendant offered Plaintiff and class members an employment contract or policy
19 providing for the accrual of vacation and/or paid time off. Plaintiff and class members accrued
20 vacation and/or PTO pursuant to the contract or policy.

21 84. Upon separation of Plaintiff and class members, Defendants willfully failed in their
22 affirmative obligation to timely pay Plaintiff and class members all accrued but unused vacation at
23 their final rate during their employment with Defendants, in violation of Labor Code sections 201(a),
24 202(a), and 227.3.

25 85. Plaintiff and class members are entitled to recover to the full amount of the accrued
26 vacation wages owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and
27 costs to the extent permitted by law.

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1 92. Defendants knowingly and intentionally failed in their affirmative obligation provide
2 accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and
3 class members. Specifically, the wage statements issued to Plaintiff and class members did not
4 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

5 93. Defendants' unlawful acts and omissions deprived Plaintiff and class members of
6 accurate itemized wage statements, causing confusion and concealing wage and premium
7 underpayments.

8 94. As a result, Plaintiff and class members are entitled to recover the statutory penalty of
9 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for
10 each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in
11 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
12 Code section 226(e).

13 **NINTH CAUSE OF ACTION**

14 **WAITING TIME PENALTIES**

15 **Violation of Labor Code §§ 201 *et seq.***

16 95. All outside paragraphs of this Complaint are incorporated into this section.

17 96. This cause of action is brought by the Waiting Time Class pursuant to Labor Code
18 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
19 employment, and which further provide a private right of action to recover statutory waiting time
20 penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days
21 wages.

22 97. Defendants willfully failed and continue to fail in their affirmative obligation to pay all
23 wages earned and unpaid to Plaintiff and members of the Waiting Time Class immediately upon
24 termination of employment or within 72 hours thereafter for employees who did not provide at least
25 72 hours prior notice of his or her intention to quit, and further failed to pay those sums for 30 days
26 thereafter in violation of Labor Code sections 201 through 203 and the IWC Wage Orders.

1 98. Plaintiff and the Waiting Time Class are entitled to recover to a waiting time penalty
2 for a period of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted
3 by law.

4 **TENTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

6 **Violation of Labor Code § 2802**

7 99. All outside paragraphs of this Complaint are incorporated into this section.

8 100. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and the
9 Reimbursement Class for all necessary expenditures, losses, expenses, and costs incurred by them in
10 direct discharge of the duties of their employment, in violation of Labor Code section 2802.

11 101. Defendants' unlawful acts and omissions deprived Plaintiff and class members of
12 lawful reimbursements for business expenses in amounts to be determined at trial. Plaintiff and class
13 members are entitled to recover to amount of the unreimbursed expenses of Plaintiff and class
14 members in addition to interest, attorneys' fees, and costs to the extent permitted by law, including
15 under Labor Code section 2802.

16 **ELEVENTH CAUSE OF ACTION**

17 **FAILURE TO PROVIDE RECORDS**

18 **Violation of Labor Code §§ 226, 432, and 1198.5**

19 102. All outside paragraphs of this Complaint are incorporated into this section.

20 103. Plaintiff brings this cause of action exclusively *in an individual capacity*.

21 104. Labor Code section 432 states that [i]f an employee. . . signs any instrument relating to
22 the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

23 105. Labor Code section 226(b) grants employees the right to inspect or receive "a copy of
24 records pertaining to their employment." Labor Code section 226(f) authorizes a penalty of \$750 for
25 an employer's failure to comply with a request for records made under section 226.

26 106. Labor Code section 1198.5 requires employers to provide an employee's "personnel
27 records" within 30 days of receipt of the request. Section 1198.5(k) authorizes a penalty of \$750 for
28 an employer's failure to provide a copy of or permit inspection of personnel records. Section 1198.5(l)

allows an employee to seek injunctive relief to obtain an employer's compliance with this section and authorizes the recovery of attorneys' fees and costs.

107. Section 7 (Records) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, requires that employers maintain time records of when an employee begins and ends each work period and when the employee takes meal periods, among other required employment and payroll records. Section 7(C) states that "[a]n employee's records shall be made available for inspection by the employee upon reasonable request."

108. Plaintiff requested from Defendants all records due under the IWC Wage Orders (including the Records sections) and Labor Code sections 226, 432, and 1198.5. However, despite receiving the records request, Defendants failed to provide the records within respective statutory deadlines.

109. Defendants' unlawful acts and omissions deprived Plaintiff of the ability review the documents they received during their employment and to inspect and reconcile their actual time worked with the ultimate pay they received on their wage statements. Plaintiff is entitled to recover the penalties and injunctive relief, in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5, and Labor Code sections 226 and 1198.5.

TWELFTH CAUSE OF ACTION

UNFAIR COMPETITION

Violation of Business and Professions Code §§ 17200 *et seq.*

110. All outside paragraphs of this Complaint are incorporated into this section.

111. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in the State of California in violation of California Business and Professions Code § 17200 by committing the foregoing wage and hour violations alleged throughout this Complaint.

112. Defendants' dependance on these unfair and/or unlawful business practices deprived Plaintiff and continue to deprive other class members of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to Defendants over competitors who have been and/or are currently employing workers in compliance

1 with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair
2 business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

3 113. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this
4 Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full
5 restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired,
6 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

7 114. Plaintiff does not have an adequate remedy at law for past or future violations, to the
8 extent the statute of limitations on each of the alleged causes of action do not extend to the four year
9 limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order
10 violations do not provide a private right of action.

11 115. Plaintiff and class members are entitled to injunctive relief against Defendants,
12 restitution, and other equitable relief to return all funds over which Plaintiff and class members have
13 an ownership interest and to prevent future damage and the public interest under Business and
14 Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest,
15 attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure
16 § 1021.5.

17 **THIRTEENTH CAUSE OF ACTION**

18 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

19 **Violation of Labor Code §§ 2698 *et seq.***

20 **(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)**

21 116. All outside paragraphs of this Complaint are incorporated into this section.

22 117. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
23 the following "aggrieved employees" pursuant to the Private Attorneys General Act ("PAGA"),
24 codified as Labor Code section 2698 *et seq.*:

- 25 a. All current and former non-exempt employees who worked for Defendants in
26 California at any time from one year prior to the postmark date of the initial
27 PAGA notice through date of trial.
28

1 118. Plaintiff reserves the right to amend, supplement, or add to this description of the
2 aggrieved employees, according to proof.

3 119. The State of California, via the Labor and Workforce Development Agency
4 (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
5 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
6 files suit is always the real party in interest.”])

7 120. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
8 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
9 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
10 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
11 action brought by an aggrieved employee on behalf of himself or herself and other current or former
12 employees pursuant to the procedures specified in Section 2699.3. “

13 121. Labor Code section 2699(f) provides: “For all provisions of this code except those for
14 which a civil penalty is specifically provided, there is established a civil penalty for a violation of these
15 provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or more
16 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period
17 for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
18 each subsequent violation.”

19 122. Any allegations regarding violations of the IWC Wage Orders are enforceable as
20 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
21 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

22 123. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
23 penalties under the PAGA.

24 124. On or about March 16, 2023, Plaintiff paid the requisite PAGA filing fee and provided
25 written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of
26 Defendants’ alleged Labor Code violations, including the facts and theories to support the alleged
27 violations.
28

1 125. A true and correct copy of Plaintiff's written PAGA notice, entitled "Notice of Labor
2 Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set
3 forth herein (the "PAGA notice").

4 126. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's
5 written PAGA notice from the LWDA.

6 127. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
7 Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant
8 providing a description of any actions taken to cure the alleged violations.

9 128. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
10 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate
11 the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all
12 prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

13 129. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this
14 Complaint, Defendants committed the following violations and are liable for all corresponding civil
15 penalties:

- 16 a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194,
17 1197, 1198; IWC Wage Orders.
- 18 b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage
19 Orders.
- 20 c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- 21 d. ***Unpaid Vacation Wages.*** Violation of Labor Code § 227.3.
- 22 e. ***Unpaid Gratuities.*** Violation of Labor Code §§ 350 *et seq.*
- 23 f. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512,
24 1198; IWC Wage Orders.
- 25 g. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516,
26 1198; IWC Wage Orders.
- 27 h. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code
28 §§ 204, 204b, 210.

- i. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.
- j. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- k. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.
- l. ***Failure to Provide Employee Records.*** Violation of Labor Code §§ 226, 432, 1174, 1198.5; IWC Wage Orders.
- m. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

130. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(g).

PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of damages in amount according to proof;
- f. For all recoverable pre- and post-judgment interest;
- g. For recovery of all civil and statutory penalties and liquidated damages;
- h. For disgorgement of all amounts wrongfully obtained;
- i. For this action to be maintained as a representative action under the PAGA;
- j. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- k. For recovery of all civil penalties and other recoverable amounts under the PAGA;

- 1 l. For restitution and injunctive relief;
- 2 m. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
- 3 permitted by law, including (without limitation) under Labor Code §§ 218.5, 226,
- 4 1194, 2802, 2699, and Code of Civil Procedure section 1021.5; and
- 5 n. For such other relief the Court deems just and proper.

6
7 Dated: June 12, 2023

Ferraro Vega Employment Lawyers, Inc.

8 

9 Nicholas J. Ferraro

10 *Attorneys for Plaintiff Reshennia Harris*

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EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

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Lauren N. Vega
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ATTORNEYS AT LAW
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March 16, 2023

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Family Style, Inc.
8605 Santa Monica Blvd. #23132
West Hollywood, CA 90069

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

Lawrence Vavra
8605 Santa Monica Blvd. #23132
West Hollywood, CA 90069

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **RESHENNIA HARRIS** (“Plaintiff”) and all other “aggrieved employees” of the following “Defendant(s)”:

FAMILY STYLE, INC.;
LAWRENCE VAVRA

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that

employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(k). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff’s counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal. 4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in various hourly positions from about August 2021 to the present. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The “aggrieved employees” include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the “aggrieved employees” and the “PAGA Period”).

Plaintiff reserves the right to expand or narrow the definition of the “aggrieved employees” in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS –

Unpaid Hours Worked/Minimum Wage Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the “Hours and

Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The “Minimum Wages” sections of the applicable IWC Wage Order provide that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.” The foregoing California wage laws require payment of “not less than the applicable minimum wage *for all hours worked* in the payroll period” and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal. App. 3d 314, 324.

Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages, due to an unlawful deduction practice and Defendants’ high labor demands. Plaintiff and the aggrieved employees were routinely required, expected, and explicitly instructed by Defendants to perform various work duties while off the clock and on their days off, including, but not limited to, prepping ingredients, conducting inventory, purchasing restaurant items (such as fresh ingredients and receipt paper), coordinating schedules, contacting plumbers and electricians, and answering numerous text messages, emails, and phone calls from Defendants’ agents.

Furthermore, Defendants maintained a policy and practice of revising Plaintiff and the aggrieved employees’ time records to reduce the work time that they reported. For example, on March 6, 2022, Plaintiff clocked in at 3:54 p.m. and clocked out at 1:26 a.m. on March 7, 2022. Defendants later changed these reported times to 3:55 p.m. and 1:15 a.m., respectively. Plaintiff is informed, believes, and alleges that Defendants routinely employed this unlawful deduction policy to all aggrieved employees, resulting in the same or similar under-compensation for time worked for other employees. Defendants also automatically deducted a 30-minute “meal break” from employees’ reported work time after the employee had been at the restaurant for five hours. This occurred regardless of whether the employee actually received a compliant meal period.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 558 (\$50/\$100), 1197.1 (\$100/\$250), 1199 / “Penalties” section of the IWC Wage Orders

(\$50/\$100), and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Overtime
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. For the same reasons set forth above in the unpaid hours worked section – time deductions and off-the-clock work – Plaintiff alleges the aggrieved employees were underpaid overtime wages due to Defendants’ policy and practice of deducting time from employees’ reported hours, as well as requiring that employees routinely work off-the-clock, resulting in regular underpayment of employees’ time worked.

Furthermore, when Plaintiff and the aggrieved employees worked overtime, Defendants failed to pay the overtime at the “regular rate of pay.” An illustrative example of the regular rate of pay violation is found on Plaintiff’s wage statement below:

	Rate	Hours/Units	Current Period
Earnings			
Regular	19.50	66.88	1304.16
Overtime	29.25	1.24	36.27
Bonus			150.00

Extract of Plaintiff’s Wage Statement from the Period of 06/27/22 to 07/10/22

Plaintiff was eligible for and earned a nondiscretionary performance bonus for having under a certain number of inaccurate orders at her location. Plaintiff also earned overtime in the same pay period, which was paid at 1.5 times her base hourly rate, not at the lawful rate of pay. Defendants should have (but failed to) factor this bonus into Plaintiff's overtime, double time, paid sick time, and meal and rest period premiums. On information and belief, Defendants committed this violation against Plaintiff and other aggrieved employees.

Defendants also maintained a policy and practice of paying shift differentials or bonuses for hours the aggrieved employees worked on holidays. These additional forms of remuneration were not included in the regular rate of pay for purposes of overtime, premiums, and sick pay.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 558 (\$50/\$100), 1199 / "Penalties" section of the IWC Wage Orders) (\$50/\$100), and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Paid Sick Leave **Violation of Labor Code §§ 246 through 248.7**

Defendants violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 24 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) "the same manner as the regular rate of pay for the workweek;" (2) "by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days;" or (3) "for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time." Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendants failed to comply with California’s paid sick leave laws with respect to the aggrieved employees. Under Defendants’ sick leave policy and practice, Plaintiff did not accrue any sick time at all until October 2022, despite having been employed with the company for over fourteen months, and was denied any paid sick leave up to that point. Thereafter, Defendants failed to provide paid sick leave to Plaintiff and, on information and belief, the aggrieved employees, at a lawful accrual rate.

Plaintiff is informed, believes, and alleges that as a common policy and practice, Defendants failed to calculate and pay the aggrieved employees’ paid sick leave at one of the lawful rates set forth in the Labor Code in those pay periods where the aggrieved employees earned bonuses or other forms of non-excludable remuneration and also received, or were entitled to receive, statutory paid sick leave.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Vacation Wages **Violation of Labor Code § 227.3**

Defendants violated Labor Code section 227.3 with respect to the aggrieved employees.

Labor Code section 227.3 requires “whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination.”

Defendants maintained an unlawful policy and practice of failing to pay all accrued and unused vacation wages upon separation of employment at the lawful rate of pay, resulting in forfeiture of vested vacation time and wages. Plaintiff is informed, believes, and alleges that as a common policy and practice, Defendants maintained a vacation policy that was illusory and that employees were not paid accrued vacation time when it was properly requested during their employment or at the separation of their employment.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699

(\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Gratuities
Violation of Labor Code §§ 350 *et seq.*

Defendants failed to properly distribute and keep records of tips left for Claimant and the aggrieved employees, in violation of Labor Code sections 351, 353, and 354. Defendants also violated Labor Code section 351, which prohibited Defendants from collecting, taking or receiving any gratuity that is paid to, given to, or left for Claimant and other aggrieved employees.

Labor Code section 351 states that no “employer” shall take any gratuity “left for an employee by a patron” and that “[e]very gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for.” Labor Code section 350, subdivisions (a) and (d), specifically define “employer” and “agent” to include “every person other than the employer having the authority to hire or discharge any employee or supervise, direct, or control the acts of employees. Only employees who are involved in the line of service are entitled to participate in what is commonly called a “tip pool.” *Leighton v. Old Heidelberg, Ltd.* (1990) 219 Cal. App. 3d 1062, 1069-70. Labor Code section 353 requires employers to “keep accurate records of all gratuities received” and that “[s]uch records shall be open to inspections at all reasonable hours[.]” Labor Code section 354 makes renders violation of this statute a misdemeanor.

Defendants maintained an unlawful gratuity policy and practice with respect to the aggrieved employees. Defendants kept for themselves all credit card gratuities earned by the aggrieved employees, only allowing employees to receive the cash gratuities that they earned.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee’s

“regular rate” of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 (“We hold that the terms are synonymous: “regular rate of compensation” under section 226.7(c), like “regular rate of pay” under section 510(a), encompasses all nondiscretionary payments, not just hourly wages”). “[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage.” *Donobue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee’s regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is “exceedingly narrow” and applies only when (1) “the nature of the work prevents the employee from being relieved of all duty” and (2) *both* “the employer and employee have agreed, in writing, to the on-duty meal period.” *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal. 5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal. 5th 444, 459.

First, Defendants failed to provide compliant first and second meal periods to Plaintiff and the aggrieved employees. Plaintiff and, on information and belief, the aggrieved employees’ often experienced missed, short, and late meal periods. Specifically, Defendants had a strict policy and practice of not permitting employees to turn off the application through which they received food orders for the purpose of taking a compliant meal period. On many occasions, employees were expected to work through their unpaid meal breaks. Defendants often scheduled only one employee to be on-duty during certain shifts, omitting the possibility of that employee being relieved of duty to receive a compliant meal period. Defendants did not maintain a valid on-duty meal period agreement.

Furthermore, Defendants maintained a timekeeping system that automatically deducted a 30-minute break from employees’ time if they are clocked in at the restaurant for more than five hours. This deduction occurred without employees’ input and regardless of whether employees actually received a compliant meal period.

When Defendants did not provide compliant meal periods, Defendants failed to pay Plaintiff and the aggrieved employees a meal period premium at the “regular rate of compensation,” in violation of California law.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Due to Defendants' business practice of disallowing the food order application from being paused during work hours, staffing issues, employees' job responsibilities, and the steady flow of business, Plaintiff and the aggrieved employees were not authorized or permitted to take all of their rest periods on most occasions.

Defendants had a policy and practice of not paying rest period premiums to employees who were unable to take rest periods. To the extent Defendant ever paid a rest period premium, Defendant violated Labor Code section 226.7 because such premiums were not paid at the regular rate of compensation to aggrieved employees, which would have factored in non-discretionary bonuses and other compensation.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As explained above, Defendants underpaid Plaintiff and the aggrieved employees’ minimum, regular, overtime, double time, sick leave, gratuities, and meal and rest period premium pay, including at the lawful rate of compensation. Defendants are separately liable for not paying the full amount owed to Plaintiff and the aggrieved employees each pay period in violation of Labor Code sections 204 and/or 204(b).

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, and Labor Code section 210 (\$100/\$200) per violation per pay period, along with all other civil penalties permitted by law.

Untimely Payment of Wages Upon Separation of Employment **Violation of Labor Code §§ 201, 202, 203, 256**

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours’ notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours’ notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties

for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties on behalf of aggrieved employees and the State of California as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements.

Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub. Additionally, the hours were incorrect due to illegal time deductions, in violation of Labor Code sections 226(a)(2) and 226 (a)(9).

Defendants also violated Labor Code section 226(a)(2) by not accurately listing the total hours worked on the wage statements. Defendants had a policy and practice of falsifying time records to avoid compensating employees for all their work by unilaterally and routinely deducting time from the work hours reported by Plaintiff and, on information and belief, other aggrieved employees on their timekeeping records. Defendants also maintained an unlawful 30-minute meal period deduction function that resulted in routine, unilateral reductions to employees’ reported hours worked.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 226.3 (\$250/\$1,000) and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unreimbursed Employee Expenses **Violation of Labor Code §§ 2802, 2804**

Defendants violated Labor Code section 2802 with respect to the aggrieved employees by failing to reimburse the aggrieved employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to “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.” *See, e.g., Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

Defendants required Plaintiff and the aggrieved employees to incur costs for work-related purposes without full reimbursement.

First, Defendants had a policy and practice of requiring Plaintiff and the aggrieved employees to use their personal cellphones for business purposes. Plaintiff and the aggrieved employees received phone calls, text messages, and emails from Defendants’ managers and executive team regarding work responsibilities on a daily basis. Specifically, Plaintiff would routinely receive phone calls and messages on her personal cellphone from Defendants’ agents and employees Plaintiff supervised both during and after work hours. As a result, Plaintiff incurred losses due to uncompensated regular and overtime hours, as well as expenditures due to Defendants’ failure to properly reimburse Plaintiff.

Second, Defendants failed to reimburse Plaintiff and the other aggrieved employees for mileage and costs incurred when fulfilling various duties on behalf of the company, such as traveling to stores to purchase items needed for the restaurant, delivering items to the restaurant, and assisting Defendants in relocating the restaurant using their personal vehicles.

Third, Defendants occasionally required that Plaintiff and the aggrieved employees use their personal home spaces and appliances to perform work for Defendants, such as preparing food in their own kitchens and delivering the food to the restaurant for use in completing food orders. On information and belief, Defendants failed to reimburse Plaintiff and the aggrieved employees for the use of their personal spaces and appliances to perform work mandated by Defendants.

Thus, in direct consequence of their job duties and as a matter of policy and practice, Plaintiff and the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, and costs. To the extent Defendants reimbursed the aggrieved employees, those amounts were underpaid. At all times, Defendants were required to comply with the reimbursement mandate of Labor Code sections 2800 and 2802.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Failure to Provide Employee Records
Violation of Labor Code §§ 226, 432, 1174, 1198.5; IWC Wage Orders

Defendants violated Labor Code sections 226, 432, 1198.5, and 1174 with respect to the aggrieved employees.

Labor Code section 226(b) requires employers to “afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer.” Labor Code section 432 states that “[i]f an employee ... signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.” Labor Code section 1198.5 grants “[e]very current and former employee, or his or her representative, ... the right to inspect and receive a copy of the personnel files that the employer maintains relating to the employee’s performance or to any grievance concerning the employee.” Section 7(A) (Records) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates that employers maintain and make available “time records showing when the employee begins and ends each work period” as well as time records showing “[m]eal periods, split shift intervals, and daily hours worked[.]” Labor Code section 1174(d) requires these and other records be maintained for at least three years.

Defendants failed to provide any records upon Plaintiff's request. On information and belief, Defendants have not provided employment records to other aggrieved employees, based on the same policy and practice applied to Plaintiff.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 226.3 (\$250/\$1,000), 1174.5 (\$500), and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code section 1174.5 (\$500) and 2699 (\$100/\$200), along with all other civil penalties permitted by law.

Attorneys' Fees and Costs
Labor Code § 2699(g)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(g).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants'

written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

A handwritten signature in blue ink that reads "Nicholas J. Ferraro".

Nicholas J. Ferraro
Rayne A. Brown

Cc Plaintiff Reshennia Harris

Erin O'Connor-Staudt
Family Style Human Resources Coordinator
erin@hrpals.com