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

NATALY GOMEZ, as an individual and on
behalf of all others similarly situated; ISABEL
DOMINGUEZ, as an individual and on behalf
of all others similarly situated, JONNATHAN
A. ROBINSON, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

PIE VENTURE, LLC; AKASH
MANAGEMENT LLC; and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2022-00002648-CU-OE-CTL

Assigned to the Hon. Gregory W. Pollack,
Dept. C-71

CLASS ACTION

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Minimum Wages
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Untimely Payment of Wages
6. Wage Statement Violations
7. Waiting Time Penalties
8. Failure to Reimburse Business Expenses
9. Failure to Provide Records
10. For Tip Theft
11. Violations of the Unfair Competition Law
- 12-24. Claims for Civil Penalties under the
Private Attorneys General Act of 2004

Action Filed: Jan. 21, 2022

Trial Date: Not Set

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individually and on behalf of all others similarly situated.

1 Plaintiffs NATALY GOMEZ, ISABEL DOMINGUEZ, and JONNATHAN A.
2 ROBINSON(“Plaintiffs”), on behalf of a class of all other similarly situated current and
3 former employees, and the State of California brings this class and representative action
4 against Defendants AKASH MANAGEMENT LLC; PIE VENTURE, LLC; and DOES 1
5 through 50 (collectively, “Defendants”), alleging as follows¹:

6 INTRODUCTION

7 1. This is a class and representative action filed for wage and hour violations of
8 the California Labor Code. Plaintiffs worked for Defendants in various positions at
9 “Pieology” restaurants. Defendants deprived Plaintiffs and other employees of minimum,
10 regular, and overtime wages through their practice of not paying for employees’ travel time
11 and editing employees’ time records to avoid and/or reduce overtime. Defendants created
12 false meal period entries, such that Plaintiffs and other employees were not paid for work
13 performed during uncompensated 30-minute meal periods. Defendants also altered
14 employees’ meal period entries in the timekeeping system to make short or late meal periods
15 appear compliant (*i.e.*, 30 minutes in length, taken by the fifth hour). Defendants did not pay
16 Labor Code § 226.7 premiums at the regular rate of compensation for non-compliant meal
17 periods and rest periods—including late, short, and missed meal periods evident on the face
18 of Defendants’ employment and payroll records. Defendants also failed to reimburse
19 Plaintiffs and the Class Members for use of their personal devices and their gas mileage when
20 they travelled between Defendants different locations. As a result of these violations,
21 Defendants failed to timely pay Plaintiffs and Class Members each pay period on paydays and
22 upon separation of employment, and thus are liable for waiting time and other statutory
23 penalties. Plaintiffs and the aggrieved employees further seek civil penalties under the
24 Private Attorneys General Act for Defendants’ violations of the California Labor Code.

25
26 ¹ Plaintiffs amend the original complaint without leave of court pursuant to Labor
27 Code § 2699.3(a)(2)(C), which states “[n]otwithstanding any other provision of law
28 [including C.C.P. § 472], a plaintiff may as a matter of right amend an existing complaint to
add a cause of action arising under this part [Labor Code § 2698 et seq.] at any time within 60
days of the time periods specified in this part [*i.e.*, after the 65-day notice period has
expired].”

2. 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

3. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution.

4. Venue as to each defendant is proper in this judicial district under Code of Civil Procedure sections 395 and 395.5 because Defendants conduct business in this county, employed putative class members in this county, and committed some of the alleged violations in this county.

PARTIES

A. The Plaintiffs Nataly Gomez, Isabel Dominguez, an Jonnathan A. Robinson

5. Plaintiff Nataly Gomez is an individual over 18 years of age who worked for Defendants at various restaurant locations throughout California as an hourly, non-exempt employee. Plaintiff Gomez worked as a Team Member, Team Lead, Shift Lead, and Assistant Manager.

6. Plaintiff Gomez was employed by Defendants in California from May 8, 2019 to October 25, 2021. During her employment, Plaintiff worked in at least four of Defendants' locations.

7. Plaintiff Isabel Dominguez is an individual over 18 years of age who worked for Defendants at various restaurant locations throughout California as an hourly, non-exempt employee. Plaintiff Dominguez worked as a Team Lead and Shift Lead.

8. Plaintiff Dominguez was employed by Defendants in California from December 8, 2020 through October 20, 2021. During her employment Plaintiff worked in at least two of Defendants' locations.

9. Plaintiff, Jonnathan A. Robinson, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in approximately April 2022 as a Non-Exempt Employee with the title of Cashier/Shift Lead and worked during the liability

1 period for Defendants until Plaintiff's separation from Defendants' employ in approximately
2 August 2022 at Defendants' Pieology Pizzeria location in Bakersfield. Plaintiff's duties
3 included but were not limited to creating customers' pizza orders, ensure quality control on
4 food prep, and ringing customers up at the cash register.

5 **B. The Pieology Defendants**

6 10. Throughout the relevant statutory limitations periods, each of the named
7 defendants were a legal employer of Plaintiffs and Class Members.

8 11. Defendants do business in California as "Pieology."

9 12. Plaintiffs are informed, believe, and allege that Defendant AKASH
10 MANAGEMENT LLC is a limited liability company formed in the State of California, doing
11 business and employing labor throughout California.

12 13. Plaintiffs are informed, believe, and allege that Defendant PIE VENTURE,
13 LLC is a limited liability company formed in the State of California, doing business and
14 employing labor throughout California.

15 14. Plaintiffs are informed, believe, and allege that no class action asserting
16 similar factual allegations has been filed against any of the named defendants within the
17 preceding three years.

18 15. The true names and capacities, whether individual, corporate, or otherwise, of
19 the parties sued as DOES 1 through 50, are presently unknown to Plaintiffs, who sue them by
20 such fictitious names under Code of Civil Procedure section 474. Plaintiffs are informed,
21 believe, and allege that each of the fictitious defendants is responsible in some manner for the
22 acts and omissions alleged herein. Plaintiffs seek leave to amend this Complaint to reflect
23 their true names and capacities when they become known.

24 16. Plaintiffs are informed, believe, and allege that all defendants in this action are
25 employers and/or joint employers and part of an integrated employer enterprise, as each
26 defendant exercises control over the wages, hours, and working conditions of Plaintiffs and
27 the aggrieved employees, suffers and permits them to work, and engages the workforce
28 creating a common law employment relationship.

1 17. Additionally, all defendants have common ownership, common management,
2 interrelationship of operations, and centralized control over labor relations and are therefore
3 part of an integrated enterprise and thus jointly and severally responsible for the acts and
4 omissions alleged herein. The Plaintiffs (and other employees) also worked at Pieology
5 locations jointly owned and operated by Defendants. Defendants operate as employers of the
6 Class in their operation of the Pieology restaurants.

7 18. Plaintiffs are informed, believe, and allege that each defendant acted in all
8 respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer,
9 co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all
10 other co-defendants, such that the acts and omissions of each defendant are legally
11 attributable to all others.

12 **GENERAL ALLEGATIONS**

13 19. Defendants failed to pay all minimum, regular, and overtime wages to
14 employees.

15 20. First, Defendants had a practice of altering employees' records after the fact to
16 eliminate or reduce overtime or to insert meal periods that were never taken. Defendants also
17 edited employees' time records for the purpose of avoiding or reducing overtime hours works,
18 resulting in a loss of overtime wages to Plaintiffs and the Class Members. Defendants
19 engaged in a pattern of editing employees' time records that resulted in an underpayment of
20 wages to Plaintiffs and Class Members. During times in which Plaintiffs and Class Members
21 could not take a compliant meal period, Defendants maintained a policy and practice of
22 editing or changing time records to manually enter compliant meal periods even though
23 Plaintiffs and other Class Members worked during these meal periods. Defendants and their
24 agents made the revisions without employees' knowledge or consent. As a result of this
25 practice, Defendants deprived Plaintiffs and other Class Members of wages when they were
26 effectively required work off the clock without pay due to the time adjustments and edits.
27 Plaintiffs and Class Members were deprived of the hourly overtime and minimum wages, as
28 applicable, for these hours worked during periods marked as unpaid meal periods.

1 21. Second, Defendants also deprived Plaintiffs and Class Members of minimum,
2 regular, and overtime wages through their practice of requiring employees to travel between
3 Pieology locations during the same shift. Defendants failed to pay Plaintiffs and Class
4 Members for the time they spent driving between Defendants' locations during a single shift.
5 Specifically, when Defendants were understaffed, Defendants would require Plaintiffs and
6 Class Members to drive from one location to the understaffed location to help. Plaintiffs and
7 Class Members were not paid for the time they spent driving to from one Pieology location to
8 the other. The unpaid travel time issue happened most often when Claimants and the
9 aggrieved employees were scheduled to work at the Moreno Valley Pieology in Riverside
10 County and would be required to drive (without pay) to the Upland Pieology in San
11 Bernardino County to assist.

12 22. Third, Defendants also failed to pay overtime to employees who were required
13 to leave one Pieology location to assist at another location. When employees were told to
14 leave the restaurant they were working in to help at another location, they were required to
15 clock out before they left the first restaurant and clock in when they reached the next location.
16 Employees' total hours worked for the day would not be cumulative between the two
17 locations such that the Plaintiffs and Class Members were deprived of overtime wages. For
18 example, if an employee worked 5 hours in Moreno Valley and 5 hours in Upland, the
19 employee would be paid for two separate 5 hour shifts at the straight time rate, instead of 8
20 regular hours and two overtime hours.

21 23. Lastly, employees were required to complete documents and training off the
22 clock without pay. For example, Plaintiff Dominguez was required to complete Pieology
23 training on a program called the Edge. Plaintiff Dominguez was not compensated for this
24 time and is informed and believes that other Class Members were required to complete
25 documents and online trainings without pay.

26 24. Defendants also failed to pay split shift premiums during times when
27 employees were required to work at different Pieology locations. Defendants required
28 employees to work two shifts in a workday but failed to pay the applicable split shift

1 premium. These shifts were referred to “doubles.” The time between the two shifts was not
2 meal period and on most occasions, that time was spent driving from one location to the next.

3 25. Furthermore, Defendants failed to consistently provide timely, off-duty 30-
4 minute meal periods to Class Members within the first five hours of work, and timely second
5 off-duty 30-minute meal periods to the extent they worked shifts of 10 hours or more, in
6 violation of Labor Code sections 226.7, 512 and section 11 of the applicable IWC Wage
7 Orders. (*See, e.g., Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863 [“We
8 hold that the terms are synonymous: “regular rate of compensation” under section 226.7(c),
9 like “regular rate of pay” under section 510(a), encompasses all nondiscretionary payments,
10 not just hourly wages.”]) Defendants and their agents also altered employees’ time records to
11 insert first and second meal period times (when none were taken) or to make employees’ meal
12 period entries appear compliant (*i.e.*, taken by the 5th hour, 30 minutes in length).

13 26. When Defendants did not provide fully compliant meal periods, Defendants
14 failed to pay Plaintiffs and Class Members a meal period premium at the regular rate of
15 compensation in violation of Labor Code section 226.7. (*See Ferra*, 11 Cal. 5th at 863.)
16 “[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal
17 period violations, including at the summary judgment stage.” (*Donohue v. AMN Servs., LLC*
18 (2021) 11 Cal. 5th 58, 61.) Defendants’ policy and practice of not paying all meal period
19 premiums at the lawful rate is a matter of common corporate policy and payroll
20 administration such that it applies and affected all other Class Members and are evident from
21 the time records and time record edits maintained by Defendants, which show late, short and
22 missed meal periods without an associated meal period premium on the corresponding
23 employee wage statement.

24 27. Moreover, Defendants failed to authorize or *permit* ten-minute rest periods for
25 every four hours of work or major fraction thereof as required by Labor Code section 226.7
26 and 516 and section 12 of the applicable IWC Wage Order. When Defendants did not
27 provide a fully compliant rest period to Plaintiffs or other Class Members, Defendants failed
28

1 to pay Plaintiffs and other Class Members a rest period premium at the lawful “regular rate of
2 compensation” in violation of Labor Code section 226.7.

3 28. Defendants failed to provide sick leave to employees in the manner required
4 by Labor Code section 246. Although Defendants allowed employees to accrue sick leave,
5 the accrual was at a rate less than one hour for every thirty hours worked, in violation of
6 California law. For example, during Plaintiff Dominguez’ first pay period worked (pay date
7 of 1/15/2021), she worked a total of 69.19 hours. Her wage statements show she accrued 2
8 hours of paid sick leave, which is less than one hour for every thirty hours worked. As
9 another example, Plaintiff Gomez worked a total of 97.97 hours in the pay period with the
10 pay date of 9/10/2021 and had a balance of 39 PSL hours at the prior pay period. However,
11 she only accrued 3 hours of paid sick leave, which is less than 1 hour for every 30 hours
12 worked. The failure to provide sick leave at the correct accrual rate as a matter of common
13 policy and practice to Plaintiffs and other employees.

14 29. Defendants also failed to provide Plaintiffs and other employees with Covid-
15 19 Supplemental Sick Leave. Employees were never informed of their right to such leave.
16 To the extent Defendants claim that they did provide employees with Covid-19 Supplemental
17 Sick Leave, Defendants failed to allow employees to use it. As just one example, Plaintiff
18 Dominguez got Covid-19 and asked to use paid sick leave for the time that she needed to take
19 off. Her request was denied. Other employees were also denied the right to use any sick
20 leave for the reasons permitted by statute.

21 30. With respect to the unpaid wages, sick leave, and premiums owed to Plaintiffs
22 and Class Members, Defendants failed to pay those wages on time each pay period or upon
23 separation of employment. Because Defendants did not pay Plaintiffs and the Class for all
24 wages/premiums owed each pay period their employment, Defendants failed to timely pay all
25 wages owed each pay day or upon separation of employment (or within 72 hours thereof), in
26 violation of Labor Code sections 201 through 203 (waiting time) and 204 and 204b
27 (paydays).

1 31. Defendants failed to pay Reporting Time Pay to Plaintiff and Class Members
2 as required by law. For instance, Plaintiffs and Class Members would be sent home early
3 within the first 2 hours into their regularly scheduled shifts. Defendants failed to pay Plaintiff
4 and Class Members for half of their scheduled shifts as required by law.

5 32. Defendants equally failed in their affirmative obligation to provide accurate
6 itemized wage statements each pay period to Plaintiffs and Class Members. Defendants
7 issued wage statements to Plaintiffs and, on information and belief, other Class Members,
8 which contain at least several types of violations.

9 33. First, on each wage statement furnished, Defendants failed to accurately state
10 the “gross wages earned” and “net wages earned” in violation of Labor Code § 226(a)(1) and
11 (5), as Plaintiffs and Class Members earned regular and overtime wages, but were underpaid,
12 and were deprived of all meal and rest period premiums earned at the lawful rate, resulting in
13 an inaccurate itemization of gross and net wages earned on those wage statements.

14 34. Second, on each wage statement furnished to Plaintiffs and, on information
15 and belief, the Class Members, Defendants failed to accurately state “all applicable hourly
16 rates in effect during the pay period and the corresponding number of hours worked at each
17 hourly rate by the employee” in violation of Labor Code § 226(a)(9), as the wage statements
18 issued to Plaintiffs and Class Members do not accurately list the actual hours worked by
19 employees (due to timeshaving and time record alterations and off the clock work), but
20 instead list deflated hours and wages.

21 35. Third, Defendants inaccurately listed total hours worked during the pay period
22 in violation of Labor Code § 226(a)(2), as Plaintiffs and Class Members worked off-the-clock
23 during times that were Defendants edited their and required them to work off the clock (*e.g.*,
24 travelling between locations, etc.).

25 36. Lastly, Defendants violated multiple subdivisions of Labor Code section 226
26 by issuing multiple wage statements during the *same pay period* when employees worked at
27 different store locations. For example, when Plaintiff Gomez worked at the Moreno Valley
28 and Upland locations during the same pay period, she received separate wage statements

1 listing the hours that she worked at each respective location. Section 226(a) requires
2 Defendants to issue a *single* “accurate itemized wage statement” showing each of the required
3 categories of information for the *applicable pay period*. During the pay periods when
4 Defendants issued two or more wage statements to employees, they violated Labor Code
5 section 226(1)-(5) and (9).

6 37. Defendants’ wage statement issues described above rendered the wage
7 statements inaccurate and confusing to Plaintiffs and Class Members, concealing the
8 underpayments and presenting a false portrayal of accuracy on the wage statements relied
9 upon by Plaintiffs and Class Members as the sole documentary evidence of their respective
10 earnings.

11 38. Plaintiffs and Class Members suffered injury in the form of confusion
12 regarding amounts paid for hours worked, and in the form of concealment of the common
13 payroll practices causing the violations and underpayment of wages and wage statement
14 deficiencies as addressed in this Complaint.

15 39. Indeed, Plaintiffs and, on information and belief, Class Members were
16 misinformed and misled by the wage statements wages, hours, rates, and earnings. As a
17 result of the inaccuracies on the wage statements, Plaintiffs and, on information and belief,
18 Class Members were led to believe that the hourly rates and net and gross wages reflected
19 were a complete and accurate reflection of the wages actually earned under California law.

20 40. Defendants’ wage statement violations were knowing and intentional as a
21 matter of law with respect to Plaintiffs and California Class Members given that the legal
22 obligation was not disputed, the wage statement and wage laws are clear and unambiguous as
23 written, and because Defendants nevertheless failed to comply despite the means and ability
24 to do so.

25 41. Defendants required Plaintiffs and the Class Members to use their personal
26 vehicles and personal devices for work-related purposes without reimbursement. As
27 discussed above, Defendants required Plaintiffs and the Class Members to travel between
28 different Picology locations during their workday. Plaintiffs and the Class Members drove

1 from one store to the next in their personal vehicles, but were not reimbursed for their gas
2 mileage or the usage of their vehicles. Plaintiffs and the Class Members were also required to
3 use their personal devices for work-related purposes without reimbursement, including but
4 not limited to, using their devices (cell phone/computers) to complete Pieology trainings and
5 other documents. In direct consequence of their job duties, Plaintiffs and the Class Members
6 unavoidably and necessarily incurred losses, expenditures, costs and expenses that
7 Defendants did not reimburse as a matter of policy and practice.

8 42. On October 19, 2021, Plaintiffs made separate written requests to Defendants
9 for all records due under the IWC Wage Orders (including the Records sections), and Labor
10 Code sections 226 and 432. The records were due on November 9, 2021 and November 18,
11 2021, respectively. Defendant Akash Management provided Plaintiffs' partial personnel files
12 and *some* (but not all) wage statements on February 7, 2022, after the statutory deadlines. On
13 February 28, 2022, Pie Venture produced Plaintiffs' personnel files and incomplete time
14 records for Plaintiff Gomez that omitted Plaintiff Gomez' last nine months of work. Pie
15 Venture has failed to produce any wage statements for Plaintiffs. To date, both Defendants
16 have refused to provide Plaintiffs Gomez' full time records or any time records at all for
17 Plaintiff Dominguez.

18 43. Because of the violations set forth in this Complaint, including Defendants'
19 failure to accurately maintain records of pay for all hours worked at the appropriate lawful
20 rates of pay (*i.e.*, unrecorded off-the-clock hours), Defendants violated Labor Code section
21 1174 and the IWC Wage Orders by failing to maintain records showing accurate daily hours
22 worked at the corresponding wage rate, and the wages paid to each employee.

23 44. Further Defendants violated Labor Code 351 as Defendants' Shift Manager(s) and Assistant
24 Manager(s) would take tips from Plaintiff and Class Members.

25 45. Plaintiffs are informed, believe, and allege that Defendants' acts and omissions
26 have knowingly and intentionally caused harm to Plaintiffs and the Class. Plaintiffs are
27 informed, believe, and allege that Defendants have engaged in systemic violations of the
28

1 Labor Code and IWC Wage Orders by maintaining practices, policies, and customs that are
2 inconsistent with their obligations under California law.

3 **CLASS ACTION ALLEGATIONS**

4 46. ***Class Definition.*** The named individual Plaintiffs seek class certification
5 under California Code of Civil Procedure section 382. Plaintiffs propose the following class:

- 6 a. All individuals currently or formerly employed by Defendants at
7 Pieology restaurants in the State of California as hourly non-exempt
8 employees at any time from **January 21, 2018** through the time of trial
9 in this action (the “Class” or “Class Members” and the “Class Period”).

10 47. Further, Plaintiffs propose the following subclasses:

- 11 a. All Class Members who separated from employment with Defendants
12 at any time from **January 21, 2019** through the time of trial in this
13 action (“Waiting Time Subclass”).
- 14 b. All Class Members who received a wage statement from Defendants at
15 any time from **January 21, 2021** through the time of trial in this action
16 (“Wage Statement Subclass”).
- 17 c. All Class Members who worked shifts of five hours or more without a
18 duty-free meal period of at least 30 minutes, who were not paid one
19 hour of pay at the regular rate of compensation for each of those days
20 (“Meal Period Subclass”).
- 21 d. All Class Members who worked shifts of four hours or major fraction
22 thereof without being authorized or permitted an uninterrupted rest
23 period of at least 10 minutes, who were not paid one hour at the regular
24 rate of compensation for each of those days (“Rest Period Subclass”).
- 25 e. All Class Members who used their personal vehicles or personal
26 devices for work-related purposes and were not reimbursed
27 (“Reimbursement Subclass”).
- 28

1 f. All Class Members who were not paid all regular, overtime, or
2 minimum wages for all hours worked each pay period (“Unpaid Wage
3 Subclass”).

4 g. All Class Members who were subject to Defendants’ unlawful or unfair
5 business acts or practices during the Class Period (“UCL Subclass”)

6 48. Plaintiffs reserve the right to move the Court to amend or modify the class
7 definitions and to establish additional classes and subclasses as appropriate.

8 49. **Numerosity.** The members of the Class are so numerous that joinder of all
9 individuals is impracticable. The identity of the Class Members is readily ascertainable by
10 review of Defendants’ employment and payroll records. Plaintiffs are informed, believe, and
11 allege there are more than 40 Class Members.

12 50. **Adequacy of Representation.** Plaintiffs are adequate class representatives.
13 Plaintiffs will take all necessary steps to adequately and fairly represent and protect the
14 interest of the Class. Plaintiffs are represented by attorneys who have substantial experience
15 prosecuting and resolving wage-and-hour class actions in California state and federal courts.

16 51. **Manageability.** This class action is manageable because the liability and
17 damages to Class Members can be ascertained by review of corporate and employer
18 timekeeping and payroll records along with other evidence that Defendants maintained and
19 are required by law to maintain under the California Labor Code, IWC Wage Orders and
20 federal law. This class action is manageable because the contact information and identity of
21 percipient witnesses—namely, Defendants’ employees (the putative class members)—is
22 readily maintained by Defendants.

23 52. **Superiority.** A class action is superior to other means for adjudication of the
24 claims of the Class and is beneficial and efficient for the parties and the Court. Class
25 treatment will allow for the common issues to be resolved in a single forum, simultaneously
26 and without duplication of effort and expense.

1 53. **Commonality.** Common questions of law and fact and a community of
2 interest exists amongst Plaintiffs and the Class. These common issues arise from the
3 employment relationship with Defendants and predominate over any individual issues.

4 54. **Typicality.** Plaintiffs' claims are typical of the claims of the other Class
5 Members. Plaintiffs and Class Members were subject to the same policies and practices of
6 Defendants, which resulted in losses to Plaintiffs and Class Members.

7 55. Proof of common unlawful business practices, which Plaintiffs experienced
8 and is representative of, will establish the right of the Class to recover on the causes of action
9 alleged herein.

10 **PAGA ALLEGATIONS**

11 56. Plaintiffs seek to recover civil penalties as an individual aggrieved employees,
12 on behalf of the State of California and the "aggrieved employees," defined as follows:

13 All current and former non-exempt hourly employees who worked for Defendants in
14 the State of California during the period of December 16, 2020 through the current
15 date and the date of final judgment in this action ("PAGA Period").

16 57. The State of California, via the Labor and Workforce Development Agency
17 ("LWDA"), is the real party in interest in this action with respect to Plaintiff's claims under
18 the Private Attorney's General Act. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal. 5th 73,
19 81 [The "government entity on whose behalf the plaintiff files suit is always the real party in
20 interest."])

21 58. "Notwithstanding any other provision of law, any provision of this code
22 providing for a civil penalty to be assessed and collected by the Labor and Workforce
23 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
24 employees, for a violation of this code, may, as an alternative, be recovered through a civil
25 action brought by an aggrieved employee on behalf of himself or herself and other current or
26 former employees pursuant to the procedures specified in Section 2699.3." (Labor Code
27 § 2699(a)).
28

1 59. **On December 16, 2021**, Plaintiffs gave written notice by online filing with the
2 LWDA and by certified mail to Defendants of the specific provisions of the Labor Code
3 alleged to have been violated, including the facts and theories to support the alleged
4 violations (the “PAGA Notice”). Plaintiffs paid the requisite filing fee to the LWDA. A true
5 and correct copy of the PAGA Notice, incorporated by reference as though fully set forth
6 herein, is attached hereto as **Exhibit 1**.

7 60. Within 33 calendar days of the postmark date of the notice sent by Plaintiffs,
8 Defendants did not give written notice by certified mail to Plaintiffs providing a description
9 of any actions taken to cure the alleged violations.

10 61. Now that at least 65 days have passed from Plaintiffs notifying Defendants of
11 these violations, without any notice of cure from them or notice from the LWDA of its intent
12 to investigate the alleged allegations and issue the appropriate citations to Defendant,
13 Plaintiffs exhausted all prerequisites and commenced this civil action under Labor Code
14 § 2699.

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

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY ALL MINIMUM WAGES**

21 **Labor Code §§ 1194 and 1194.2**

22 **(ALL CLAIMS ALLEGED AGAINST ALL DEFENDANTS)**

23 63. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
24 herein.

25 64. Defendants willfully failed in their affirmative obligation to pay Plaintiffs and
26 Class Members at least the lawful minimum wage for each hour worked in violation of Labor
27 Code sections 1182.12, 1194, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours
28

1 and Days of Work” and “Minimum Wages” sections of the applicable orders), including
2 payment at the lawful local and county minimum wage ordinances in effect.

3 65. Defendants’ unlawful acts and omissions deprived Plaintiffs and the Class of
4 minimum, regular and overtime wages in amounts to be determined at trial. Plaintiffs and the
5 Class are entitled to recover to the full amount of the unpaid wages, plus liquidated damages
6 in an amount equal to the wages unlawfully unpaid (and interest thereon), in addition to
7 interest, attorneys’ fees, and costs to the extent permitted by law, including under Labor Code
8 sections 1194 and 1194.2.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY ALL OVERTIME WAGES**

11 **Labor Code §§ 510 and 1194**

12 66. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
13 herein.

14 67. Defendants failed in their affirmative obligation to pay Plaintiffs and Class
15 Members no less than one and one-half times their respective “regular rate of pay” for all
16 hours worked in excess of eight hours in one day, 40 hours in one week, or the first
17 eight hours worked on the seventh day of work in any one workweek, and no less than twice
18 their respective “regular rate of pay” for all hours over 12 hours in one day and any work in
19 excess of eight hours on any seventh day of a workweek in violation of Labor Code sections
20 510, 1194, and 1198 and the IWC Wage Orders (the “Hours and Days of Work” sections of
21 the applicable orders).

22 68. Defendants’ unlawful acts and omissions deprived Plaintiffs and the Class of
23 overtime wages in amounts to be determined at trial. Plaintiffs and the Class are entitled to
24 recover to the full amount of the unpaid overtime wages, in addition to interest, attorneys’
25 fees, and costs to the extent permitted by law, including under Labor Code section 1194.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
Labor Code §§ 226.7 and 512

69. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

70. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiffs and Class Members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in violation of Labor Code sections 226.7 and 512 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

71. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiffs and Class Members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7, 512, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

72. Defendants’ unlawful acts and omissions deprived Plaintiffs and the Class of meal periods and meal period premiums in amounts to be determined at trial. Plaintiffs and the Class are entitled to recover to the full amount of the unpaid premiums, in addition to interest, attorneys’ fees, and costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
Labor Code §§ 226.7 and 516

73. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

74. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiffs and Class Members to receive compliant, duty-free rest

1 periods of not less than ten (10) minutes for every four hours worked (or major fraction
2 thereof) in violation of Labor Code sections 226.7, 516, and 1198 and the IWC Wage Orders
3 (the “Rest Periods” sections of the applicable orders).

4 75. Further, Defendants willfully failed in their affirmative obligation to
5 consistently pay Plaintiffs and Class Members one additional hour of pay at the respective
6 regular rate of compensation for each workday that a fully compliant rest period was not
7 provided, in violation of Labor Code sections 226.7 and 1198 and the IWC Wage Orders.

8 76. Defendants’ unlawful acts and omissions deprived Plaintiffs and the Class of
9 rest periods and rest period premiums in amounts to be determined at trial. Plaintiffs and the
10 Class are entitled to recover to the full amount of the unpaid premiums, in addition to interest,
11 attorneys’ fees, and costs to the extent permitted by law, including under Code of Civil
12 Procedure section 1021.5.

13 **FIFTH CAUSE OF ACTION**
14 **UNTIMELY PAYMENT OF WAGES**
15 **Labor Code §§ 204, 204b and 210**

16 77. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
17 herein.

18 78. Defendants willfully failed in their affirmative obligation to timely pay all
19 wages and premiums earned by Plaintiffs and Class Members twice during each calendar
20 month on days designated in advance by the employer as regular paydays (for employees paid
21 on a non-weekly basis) and on the regularly-scheduled weekly payday weekly employees, if
22 any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the
23 “Minimum Wages” sections of the applicable orders).

24 79. Defendants’ unlawful acts and omissions deprived Plaintiffs and the Class of
25 timely wages in amounts to be determined at trial. Plaintiffs and the Class are entitled to
26 recover to the full amount of the unpaid wages, in addition to a statutory penalty in the
27 amount of \$100 for the initial violation for each failure to pay each employee and \$200 for all
28 subsequent violations and for all willful or intentional violations for each failure to pay each

1 employee, plus 25 percent of the amount unlawfully withheld under provided in Labor Code
2 section 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

3 **SIXTH CAUSE OF ACTION**

4 **WAGE STATEMENT VIOLATIONS**

5 **Labor Code § 226**

6 80. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
7 herein.

8 81. Defendants knowingly and intentionally failed in their affirmative obligation
9 provide accurate itemized wage statements to Plaintiffs and Class Members in violation of
10 Labor Code section 226(a).

11 82. As an initial matter, on information and belief, Plaintiffs allege that
12 Defendants maintained a policy and practice of non-compliance with Labor Code section
13 226(a)'s statutory mandate by failing to issue or make available wage statements to Class
14 Members each pay period that list any of the information required by Labor Code section 226.

15 83. Moreover, based on the wage statements issued by Defendants, Plaintiffs
16 allege that these wage statements fail to correctly list (1) gross wages earned each pay period,
17 (2) total hours actually worked each pay period, (5) net wages earned, (9) all hourly rates in
18 effect and the total number of hours worked each pay period. On occasions when Defendants
19 issued two separate wage statements to employees, Defendants also failed to provide a single
20 wage statement with the required information, in violation of Labor Code section 226.

21 84. Defendants' unlawful acts and omissions deprived Plaintiffs and the Class of
22 accurate itemized wage statements, causing confusion and concealing wage and premium
23 underpayments. As a result, Plaintiffs and the Class are entitled to recover the statutory
24 penalty of \$50 per employee for the initial pay period in which a violation occurred and \$100
25 per employee for each violation in a subsequent pay period, up to an aggregate penalty of
26 \$4,000 per employee, in addition to interest, attorneys' fees, and costs to the extent permitted
27 by law, including under Labor Code section 226(e).

1 **SEVENTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **Violation of Labor Code §§ 201 through 203**

4 85. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
5 herein.

6 86. Defendants willfully failed in their affirmative obligation to pay all wages
7 earned and unpaid to Plaintiffs and members of the Waiting Time Subclass immediately upon
8 termination of employment or within 72 hours thereafter for employees who did not provide
9 at least 72 hours prior notice of his or her intention to quit, and further failed to pay those
10 sums for 30 days thereafter in violation of Labor Code sections 201 through 203 and the IWC
11 Wage Orders.

12 87. Defendants' unlawful acts and omissions deprived Plaintiffs and the Class of
13 timely wages upon separation of employment in amounts to be determined at trial. Plaintiffs
14 and the Class are entitled to recover to the wages of Plaintiffs and members of the Waiting
15 Time Subclass as a waiting time penalty for a period of up to 30 days, in addition to interest,
16 attorneys' fees, and costs to the extent permitted by law.

17 **EIGHTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

19 **Violation of Labor Code § 2802**

20 88. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
21 herein.

22 89. Defendants willfully failed in their affirmative obligation to reimburse
23 Plaintiffs and Class Members for all necessary expenditures, losses, expenses, and costs
24 incurred by them in direct discharge of the duties of their employment, in violation of Labor
25 Code section 2802.

26 90. Defendants' unlawful acts and omissions deprived Plaintiffs and Class
27 Members of lawful reimbursements for business expenses in amounts to be determined at
28 trial. Plaintiffs and the Class are entitled to recover to amount of the unreimbursed expenses

1 of Plaintiffs and Class Members in addition to interest, attorneys' fees, and costs to the extent
2 permitted by law, including under Labor Code section 2802.

3 **NINTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE RECORDS**

5 **Violation of Labor Code §§ 226, 432, 1198.5**

6 91. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
7 herein.

8 92. Plaintiffs bring this cause of action exclusively *in their individual capacities*.

9 93. Labor Code section 432 states that [i]f an employee. . . signs any instrument
10 relating to the obtaining or holding of employment, he shall be given a copy of the instrument
11 upon request.”

12 94. Labor Code section 226(b) grants employees the right to inspect or receive “a
13 copy of records pertaining to their employment.” Labor Code section 226(f) authorizes a
14 penalty of \$750 for an employer’s failure to comply with a request for records made under
15 section 226.

16 95. Labor Code section 1198.5 requires employers to provide an employee’s
17 “personnel records” within 30 days of receipt of the request. Section 1198.5(k) authorizes a
18 penalty of \$750 for an employer’s failure to provide a copy of or permit inspection of
19 personnel records. Section 1198.5(l) allows an employee to seek injunctive relief to obtain an
20 employer’s compliance with this section and authorizes the recovery of attorneys’ fees and
21 costs.

22 96. Section 7 of the IWC Wage Orders, which may be enforced through Labor
23 Code section 1198, requires that employers maintain records of when an employee begins and
24 ends each work period and when the employee takes meal periods. Section 7(C) states that
25 “[a]n employee’s records shall be made available for inspection by the employee upon
26 reasonable request.”

27 97. Plaintiffs issued separate requests to Defendants in which they requested all
28 records due under the IWC Wage Orders (including the Records sections) and Labor Code

1 sections 226, 432, and 1198.5. Defendants produced Plaintiffs' personnel files months after
2 the statutory deadline. To date, Defendants have also failed to produce complete time records
3 and wage statements for Plaintiffs'.

4 98. Defendants' unlawful acts and omissions deprived Plaintiffs of the ability
5 review the documents they received during their employment and to inspect and reconcile
6 their actual time worked with the ultimate pay they received on their wage statements.
7 Plaintiffs are entitled to recover penalties, in addition to interest, attorneys' fees, and costs to
8 the extent permitted by law, including under Code of Civil Procedure section 1021.5, and
9 Labor Code sections 226 and 1198.5.

10 **TENTH CAUSE OF ACTION**

11 **FOR TIP THEFT**

12 **(Against All Defendants)**

13 99. Plaintiff incorporates and re-alleges each and every allegation contained above
14 as though fully set forth herein.

15 100. Pursuant to Labor Code section 351, no employer or agent shall collect, take, or
16 receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron,
17 or deduct any amount from wages due an employee on account of a gratuity, or require an
18 employee to credit the amount, or any part thereof, of a gratuity against and as a part of the
19 wages due the employee from the employer. Every gratuity is hereby declared to be the sole
20 property of the employee or employees to whom it was paid, given, or left for. An employer
21 that permits patrons to pay gratuities by credit card shall pay the employees the full amount of
22 the gratuity that the patron indicated on the credit card slip, without any deductions for any
23 credit card payment processing fees or costs that may be charged to the employer by the credit
24 card company. Payment of gratuities made by patrons using credit cards shall be made to the
25 employees not later than the next regular payday following the date the patron authorized the
26 credit card payment.

27 101. Defendants' violated Labor Code 351 as Defendants' Shift Manager(s) and
28 Assistant Manager(s) would take from customer's voluntary tips given to Plaintiff and Class

1 Members.

2 102. Plaintiff and Class Members are entitled to recover their unpaid wages and
3 compensation, as well as interest, costs, and attorneys' fees.

4 **ELEVENTH CAUSE OF ACTION**

5 **VIOLATIONS OF THE UNFAIR COMPETITION LAW**

6 **Business and Professions Code §§ 17200, *et seq.***

7 103. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
8 herein.

9 104. Defendants willfully failed in their affirmative obligation to timely pay each
10 payday or at other required intervals all minimum, regular, and overtime wages, and meal and
11 rest period premium wages, and gratuities to Plaintiffs and Class Members. These failures
12 constitute unlawful, deceptive, and unfair business acts and practices in violation of Business
13 and Professions Code section 17200, *et seq.*

14 105. Because Plaintiffs are victims of Defendants' unfair and unlawful conduct, as
15 alleged throughout this Complaint, Plaintiffs, a individuals and on behalf of the Class seek
16 restitution of all monies, gratuities, and property withheld, acquired, or converted by
17 Defendants in violation of the Labor Code and IWC Wage Orders under Business and
18 Professions Code section 17202, 17203, 17204 and 17208.

19 106. Defendants' unlawful acts and omissions deprived Plaintiffs and Class
20 Members of monies and property in amounts to be determined at trial. Plaintiffs and the
21 Class are entitled to injunctive relief against Defendants, restitution, and other equitable relief
22 to return all funds over which Plaintiffs and the Class have an ownership interest and to
23 prevent future damage under Business and Professions Code section 17200, *et seq.* in addition
24 to interest, attorneys' fees, and costs to the extent permitted by law, including under Code of
25 Civil Procedure section 1021.5.

TWELFTH CAUSE OF ACTION
CIVIL PENALTIES FOR FAILURE TO PAY ALL REGULAR AND
MINIMUM WAGES (PAGA)
Labor Code §§ 2698, *et seq.*

107. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

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

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

110. Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).) Labor Code § 210 states that, “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.

111. Labor Code section 558(a) provides: “Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any

1 provision regulating hours and days of work in any order of the Industrial Welfare
2 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
3 dollars (\$50) for each underpaid employee for each pay period for which the employee was
4 underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each
5 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
6 period for which the employee was underpaid in addition to an amount sufficient to recover
7 underpaid wages.”

8 112. Labor Code section 1197 states, “[t]he minimum wage for employees fixed by
9 the commission is the minimum wage to be paid to employees, and the payment of a lower
10 wage than the minimum so fixed is unlawful.” The “Minimum Wages” section of the
11 applicable IWC Wage Order further provides that “[e]very employer shall pay to each
12 employee, on the established payday for the period involved, not less than the applicable
13 minimum wage for all hours worked in the payroll period, whether the remuneration is
14 measured by time, piece, commission, or otherwise.”

15 113. Labor Code section 1197.1(a) provides: “Any employer or other person acting
16 either individually or as an officer, agent, or employee of another person, who pays or causes
17 to be paid to any employee a wage less than the minimum fixed by an applicable state or local
18 law, or by an order of the commission, shall be subject to a civil penalty ... and any applicable
19 penalties imposed pursuant to Section 203 as follows: (1) For any initial violation that is
20 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each
21 pay period for which the employee is underpaid ... and any applicable penalties imposed
22 pursuant to Section 203. (2) For each subsequent violation for the same specific offense, two
23 hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the
24 employee is underpaid regardless of whether the initial violation is intentionally committed.”

25 114. Defendants willfully failed in their affirmative obligation to pay Plaintiffs and
26 aggrieved employees at least the lawful minimum wage for all hours worked in violation of
27 Labor Code sections 1182.12, 1197 and 1198 and the IWC Wage Orders (the “Hours and
28 Days of Work” and “Minimum Wages” sections of the applicable orders).

115. As a result, Defendants violated the Labor Code and IWC Wage Orders and are liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties as required by Labor Code sections 558, 1197.1, and 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 2699(g).

THIRTEENTH CAUSE OF ACTION

CIVIL PENALTIES FOR FAILURE TO PAY ALL OVERTIME (PAGA)

Labor Code §§ 2698, *et seq.*

116. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

117. Defendants failed in their affirmative obligation to pay Plaintiffs and aggrieved employees no less than one and one-half times their respective "regular rate of pay" for all hours worked in excess of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of work in any one workweek, and no less than twice their respective "regular rate of pay" for all hours over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek in violation of Labor Code sections 510 and 1198 and the IWC Wage Orders and the IWC Wage Orders (the "Hours and Days of Work" sections of the applicable orders).

118. As a result, Defendants violated the Labor Code and IWC Wage Orders and are liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties as required by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 2699(g).

FOURTEENTH CAUSE OF ACTION

CIVIL PENALTIES FOR SPLIT-SHIFT VIOLATIONS (PAGA)

Labor Code § 2698 *et seq.*

119. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

1 120. Defendants willfully failed to pay split-shift premiums to Plaintiffs and the
2 aggrieved employees whenever they worked two shifts in a single workday, in violation of
3 Section 4 of IWC Wage Order No. 5.

4 121. Section 4(c) of IWC Wage Order number 5, which may be enforced through
5 Labor Code section 1198, requires an employer to pay one hour of pay at the minimum wage
6 when an employee works a split shift (*i.e.*, split shift premium). A split shift premium is
7 owed when an employee's work schedule "is interrupted by non-paid non-working periods"
8 "other than bona fide rest or meal periods." IWC Wage Order 5, § 2(R).

9 122. As described above, Plaintiffs and the aggrieved employees were required to
10 work two shifts in a single workday. Defendants failed to pay split-shift premiums for these
11 workdays although the period between the two shifts was not a bona-fide rest or meal period.

12 123. As a result, Defendants violated the Labor Code and IWC Wage Orders and
13 are liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties
14 as required by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest,
15 attorneys' fees, and costs to the extent permitted by law, including under Labor Code section
16 2699(g).

17 **FIFTEENTH CAUSE OF ACTION**

18 **CIVIL PENALTIES FOR MEAL PERIOD VIOLATIONS (PAGA)**

19 **Labor Code § 226.7**

20 124. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
21 herein.

22 125. Defendants willfully failed in their affirmative obligation to consistently
23 provide Plaintiffs and aggrieved employees compliant, duty-free meal periods of not less than
24 30 minutes beginning before the fifth hour of hour for each work period of more than five
25 hours per day and a second duty-free meal period of not less than 30 minutes beginning
26 before the tenth hour of hour of work in violation of Labor Code sections 226.7, 512, 1198
27 and the IWC Wage Orders (the "Meal Periods" sections of the applicable orders).
28

1 126. Further, Defendants willfully failed in their affirmative obligation to
2 consistently pay Plaintiffs and aggrieved employees one additional hour of pay at the
3 respective regular rate of compensation for each workday that a fully compliant meal period
4 was not provided, in violation of Labor Code sections 226.7 and the IWC Wage Orders.

5 127. As a result, Defendants violated the Labor Code and IWC Wage Orders and
6 are liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties
7 as required by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest,
8 attorneys' fees, and costs to the extent permitted by law, including under Labor Code section
9 2699(g).

10 **SIXTEENTH CAUSE OF ACTION**

11 **CIVIL PENALTIES FOR REST PERIOD VIOLATIONS (PAGA)**

12 **Labor Code § 226.7**

13 128. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
14 herein.

15 129. Defendants willfully failed in their affirmative obligation to consistently
16 authorize and permit Plaintiffs and aggrieved employees to receive compliant, duty-free rest
17 periods of not less than ten (10) minutes for every four hours worked (or major fraction
18 thereof) in violation of Labor Code sections 226.7, 516, 1198 and the IWC Wage Orders (the
19 "Rest Periods" sections of the applicable orders).

20 130. Further, Defendants willfully failed in their affirmative obligation to
21 consistently pay Plaintiffs and aggrieved employees one additional hour of pay at the
22 respective regular rate of compensation for each workday that a fully compliant rest period
23 was not provided, in violation of Labor Code sections 226.7 and the IWC Wage Orders.

24 131. As a result, Defendants violated the Labor Code and IWC Wage Orders and
25 are liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties
26 as required by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest,
27 attorneys' fees, and costs to the extent permitted by law, including under Labor Code section
28 2699(g).

1 **SEVENTEENTH CAUSE OF ACTION**
2 **CIVIL PENALTIES FOR**
3 **UNTIMELY PAYMENT OF WAGES (PAGA)**
4 **Labor Code § 204, *et seq.***

5 132. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
6 herein.

7 133. Defendants willfully failed in their affirmative obligation to timely pay all
8 wages and premiums earned by Plaintiffs and aggrieved employees twice during each
9 calendar month on days designated in advance by the employer as regular paydays (for
10 employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for
11 any weekly employees, as applicable, in violation of Labor Code sections 204 and 204b and
12 the IWC Wage Orders (the “Minimum Wages” sections of the applicable orders).

13 134. As a result, Defendants violated the Labor Code and IWC Wage Orders and
14 are liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties
15 as required by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest,
16 attorneys’ fees, and costs to the extent permitted by law, including under Labor Code section
17 2699(g).

18 **EIGHTEENTH CAUSE OF ACTION**
19 **CIVIL PENALTIES FOR**
20 **WAGE STATEMENT VIOLATIONS (PAGA)**
21 **Labor Code § 226**

22 135. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
23 herein.

24 136. Labor Code section 226.3 provides: “Any employer who violates subdivision
25 (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars
26 (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per
27 employee for each violation in a subsequent citation, for which the employer fails to provide
28 the employee a wage deduction statement or fails to keep the records required in subdivision

1 (a) of Section 226. The civil penalties provided for in this section are in addition to any other
2 penalty provided by law.”

3 137. Defendants failed in their affirmative obligation provide accurate itemized
4 wage statements to Plaintiffs and aggrieved employees in violation of Labor Code section
5 226(a) because Plaintiffs and aggrieved employees were not paid for all hours worked at the
6 proper wage rates and the wage statements reflected inaccurate totals, including gross and net
7 wages earned, total hours worked, applicable rates in effect and corresponding number of
8 hours worked. Defendants also violated section 226 during pay periods when they issued
9 Plaintiffs and the aggrieved employees two separate wage statements as opposed to a single
10 wage statement showing all categories required by section 226(a).

11 138. As a result, Defendants violated the Labor Code and IWC Wage Orders and
12 are liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties
13 as required by Labor Code sections 226.3 and 2699(a) and (f)(2), in addition to interest,
14 attorneys’ fees, and costs to the extent permitted by law, including under Labor Code section
15 2699(g).

16 **NINETEENTH CAUSE OF ACTION**

17 **CIVIL PENALTIES FOR**

18 **PAID SICK LEAVE VIOLATIONS (PAGA)**

19 **Labor Code §§ 246 *et seq.***

20 139. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
21 herein.

22 140. Defendants knowingly and intentionally failed in their affirmative obligation
23 to provide notice of and provide and pay paid sick leave to Plaintiffs and the aggrieved
24 employees in violation of Labor Code sections 246 through 248.5.

25 141. Labor Code section 246(b)(1) requires that employees accrue sick leave at the
26 commencement of employment at a rate of 1 hour for every thirty hours worked. Section
27 246(c) entitles employees to use any accrued sick leave beginning on their 90th day of
28 employment.

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

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

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

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

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

14 143. Labor Code section 246(i) requires employers to provide employees with
15 written notice every pay period "that sets forth the amount of paid sick leave available, or
16 paid time off in lieu of sick leave." The notice can either be on the employees' wage
17 statements or a separate written notice.

18
19 144. As a result, Defendants violated the Labor Code and are liable to Plaintiff, the
20 aggrieved employees and the State of California for civil penalties as required by Labor Code
21 section 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to the extent
22 permitted by law, including under Labor Code section 2699(g). Plaintiffs are also entitled to
23 penalties under Labor Code section 248.5. Plaintiffs and the aggrieved employees are entitled
24 to recover to these amounts in addition to interest, attorneys' fees, and costs to the extent
25 permitted by law.

1 **TWENTIETH CAUSE OF ACTION**

2 **SUPPLEMENTAL PAID SICK LEAVE VIOLATIONS (PAGA)**

3 **Labor Code §§ 246 *et seq.***

4 145. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
5 herein.

6 146. Defendants knowingly and intentionally failed in their affirmative obligation
7 to provide notice of and provide and pay Covid-19 Supplemental Sick Leave to Plaintiffs and
8 the aggrieved employees in violation of Labor Code sections 246, 247, 247.5, 248.1, 248.2,
9 and 248.6.

10 147. Pursuant to Labor Code section 248.1, Defendants were required to provide up
11 to 80 hours of Covid-19 Supplemental Paid Sick Leave to employees for the period of April
12 20, 2020 to December 31, 2020, but failed to do so. Pursuant to Labor Code sections 248.2
13 and 248.6, Defendants were required to provide up to 80 hours of Covid-19 Supplemental
14 Paid Sick Leave for the period of January 1, 2021 through at least September 30, 2022, but
15 failed to do so.

16 148. Labor Code section 248.1, 248.2, and 248.6 incorporate the notice and record
17 keeping provisions of sections 246(i) and 247.5. Labor Code section 246(i) requires
18 employers to provide employees with written notice every pay period “that sets forth the
19 amount of paid sick leave available, or paid time off in lieu of sick leave.” The notice can be
20 either on the employees’ wage statements or a separate written notice. Labor Code section
21 247.5 also requires Defendants to keep records of such leave or else there is a presumption
22 that employees are “entitled to the maximum hours accruable...unless [Defendants] can show
23 otherwise by clear and convincing evidence.”

24 149. Defendants have failed to provide notice of this the Supplemental Sick Leave
25 as required by section 246.5. On information and belief, Defendants are alleged to have failed
26 to maintain paid sick leave records as required by Labor Code section 247.5.

150. Labor Code section 248.1 requires Covid-19 Supplemental Paid Sick Leave to be paid at the highest of the following methods: (1) the regular rate of pay for the workweek in which leave is taken; (2) state minimum wage; or (3) local ordinance minimum wage.

151. Labor Code section 248.2 requires Covid-19 Supplemental Paid Sick Leave to be paid at the highest of the following methods: (1) the regular rate of pay for the workweek in which leave is taken; (2) average hourly pay for preceding 90 days (excluding overtime pay), (3) state minimum wage; (4) local ordinance minimum wage. Labor Code section 248.6 requires employers to pay supplemental sick leave using either method I or II identified above.

152. Defendants failed to provide and pay Covid-19 Supplemental Paid Sick Leave in the manner described above.

153. As a result, Defendants violated the Labor Code and are liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties as required by Labor Code section 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 2699(g). Plaintiffs are also entitled to penalties under Labor Code section 248.5. Plaintiffs and the aggrieved employees are entitled to recover to these amounts in addition to interest, attorney's fees and costs to the extent permitted by law.

TWENTY-FIRST CAUSE OF ACTION
FAILURE TO TIMELY PAY ALL WAGES UPON SEPARATION OF
EMPLOYMENT (PAGA)
Labor Code §§ 201 through 203

154. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

155. Defendants willfully failed in their affirmative obligation to pay all wages earned and unpaid to Plaintiffs and aggrieved employees immediately upon termination of employment or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his or her intention to quit, and further failed to pay those sums for

1 30 days thereafter in violation of Labor Code sections 201 through 203 and the IWC Wage
2 Orders. The wages remaining unpaid are those due to Defendants failure to pay employees for
3 all hours worked and for meal and rest period premiums.

4 156. As a result, Defendants violated the Labor Code and IWC Wage Orders and
5 are liable to Plaintiffs, the aggrieved employees and the State of California for civil penalties
6 as required by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest,
7 attorneys' fees, and costs to the extent permitted by law, including under Labor Code section
8 2699(g).

9 **TWENTY-SECOND CAUSE OF ACTION**
10 **CIVIL PENALTIES FOR FAILURE TO REIMBURSE**
11 **BUSINESS EXPENSES (PAGA)**
12 **Labor Code § 2802**

13 157. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
14 herein.

15 158. Defendants willfully failed in their affirmative obligation to reimburse
16 Plaintiffs and aggrieved employees for all necessary expenditures, losses, expenses and costs
17 incurred by them in direct discharge of the duties of their employment, in violation of Labor
18 Code section 2802.

19 159. As a result, Defendants violated the Labor Code and are liable to Plaintiffs, the
20 aggrieved employees and the State of California for civil penalties as required by Labor Code
21 section 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to the extent
22 permitted by law, including under Labor Code section 2699(g).

23 **TWENTY-THIRD CAUSE OF ACTION**
24 **CIVIL PENALTIES FOR FAILURE TO PROVIDE RECORDS (PAGA)**
25 **Violation of Labor Code §§ 226, 432, 1198.5**

26 160. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth
27 herein.

1 161. Labor Code section 432 states that [i]f an employee. . . signs any instrument
2 relating to the obtaining or holding of employment, he shall be given a copy of the instrument
3 upon request.”

4 162. Labor Code section 226(b) grants employees the right to inspect or receive “a
5 copy of records pertaining to their employment.” Labor Code section 226(f) authorizes a
6 penalty of \$750 for an employer’s failure to comply with a request for records made under
7 section 226.

8 163. Labor Code section 1198.5 requires employers to provide an employee’s
9 “personnel records” within 30 days of receipt of the request. Section 1198.5(k) authorizes a
10 penalty of \$750 for an employer’s failure to provide a copy of or permit inspection of
11 personnel records. Section 1198.5(l) allows an employee to seek injunctive relief to obtain an
12 employer’s compliance with this section and authorizes the recovery of attorneys’ fees and
13 costs.

14 164. Section 7 of the IWC Wage Orders, which may be enforced through Labor
15 Code section 1198, requires that employers maintain records of when an employee begins and
16 ends each work period and when the employee takes meal periods. Section 7(C) states that
17 “[a]n employee’s records shall be made available for inspection by the employee upon
18 reasonable request.”

19 165. Plaintiffs issued a records request to Defendants requesting all records due
20 under the IWC Wage Orders (including the Records sections) and Labor Code sections 226,
21 432, and 1198.5. Defendants willfully failed to timely provide all records required for
22 production and/or inspection within the time periods proscribed by statute.

23 166. As a result, Defendants violated the Labor Code and are liable to Plaintiffs, the
24 aggrieved employees and the State of California for civil penalties as required by Labor Code
25 section 2699(a) and (f)(2), in addition to interest, attorneys’ fees, and costs to the extent
26 permitted by law, including under Labor Code section 2699(g).

TWENTY-FOURTH CAUSE OF ACTION
RECORDKEEPING VIOLATIONS (PAGA)

Labor Code § 1174

167. Plaintiffs incorporate all outside paragraphs of this Complaint as if set forth herein.

168. Labor Code section 1174 provides: “Every person employing labor in this state shall: ...(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, 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. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years.”

169. Labor Code section 1174.5 provides: “Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 ..., shall be subject to a civil penalty of five hundred dollars (\$500).”

170. Defendants willfully failed in their affirmative obligation to maintain accurate records showing the hours worked daily and wages paid to the aggrieved employees, in violation of Labor Code sections 1174, 1198 and the IWC Wage Orders (the “Records” sections of the applicable orders).

171. As a result, Defendants violated the Labor Code and are liable to Plaintiffs, the aggrieved employees, and the State of California for civil penalties as required by Labor Code section 1174.5, in addition to attorneys’ fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(g).

PRAYER FOR RELIEF

Plaintiffs pray for judgment as follows:

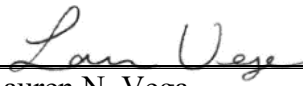
- a. For certification of this action as a class action;
- b. For appointment of Plaintiffs as the representatives of the Class;

- c. For appointment of counsel for Plaintiffs as Class Counsel;
- d. For injunctive relief;
- e. For compensatory damages in amount according to proof;
- f. For all recoverable pre- and post-judgment interest;
- g. For recovery of all 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 and for Plaintiffs and counsel 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;
- j. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- k. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under California Labor Code sections 218.5, 226, 1194, 2802, and Code of Civil Procedure section 1021.5;
- l. For such other relief the Court deems just and proper.

Respectfully submitted,

Dated: February 27, 2025

Ferraro Vega Employment Lawyers, Inc.



Lauren N. Vega
Attorney for Plaintiffs Nataly Gomez
and Isabel Dominguez

EXHIBIT 1

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

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December 16, 2021

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

VIA EMAIL & CERTIFIED U.S. MAIL

- Electronic Return Receipt -

Akash Management LLC
716 Corporate Center Drive
Pomona, CA 91768

Pie Venture, LLC
716 Corporate Center Drive
Pomona, CA 91768

Non Traditional Foods, Inc.
716 Corporate Center Drive
Pomona, CA 91768

Amir Siddiqi
716 Corporate Center Drive
Pomona, CA 91768

James Yeung
850 Filbert Place
Brea, CA 92821

Bill Hancox
716 Corporate Center Drive
Pomona, CA 91768

- PAGA Notice & Filing Fee -
Submitted electronically to the California
Labor and Workforce Development
Agency on **12/16/2021**

Dear Labor Enforcement Officer and Company Representatives:

This letter serves as written notice on behalf of Nataly Gomez and Isabel Dominguez (“Claimants”) and other aggrieved employees under California Labor Code section 2699.3 against AKASH MANAGEMENT LLC, PIE VENTURE, LLC, NON TRADITIONAL FOODS, INC., AMIR SIDDIQI, JAMES YEUNG, BILL HANCOX, and all related employer entities (“Defendants”).

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 period under Labor Code section 2699.3, Claimants shall seek and recover civil penalties as a proxy and agent of the State of California on behalf of other aggrieved employees under the California 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; *see also Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79.

FACTUAL STATEMENT

Defendants employ individuals like Claimants in Pieology restaurants throughout the State of California in hourly, non-exempt positions where employees are entitled to wage and hour protections under the California Labor Code and IWC Wage Orders. Defendants engaged, suffered and permitted Claimants and the other “aggrieved employees,” as defined below, to work, exercised control over their respective wages, hours, and working conditions, and at all times was an agent and/or ostensible agent of any other employers, and the joint employer of Claimants and other aggrieved employees. Defendants legally employed Claimants and the other aggrieved employees under California law.

Additionally, Defendants’ agents are personally liable under Labor Code sections 558, 558.1, 1197.1 and 2699 *et seq.* based on the acts and omissions set forth herein. Defendants Amir Siddiqi and James Yeung operate numerous Pieology locations together. Claimants are informed and believe that Mr. Siddiqi and Mr. Yeung exercise control over decisions related to employees’ wages, hours, and working conditions. Bill Hancox is the Chief Operating Officer for Defendants and also exercises control over decisions related to employees’ wages, hours, and working conditions. Any judgment against Pieology may be directly enforced against them.

Claimant Nataly Gomez worked for Defendants from May 8, 2019 to October 25, 2021. During her employment she worked as a Team Member, Team Lead, Shift Lead, and Assistant Manager. Claimant Gomez worked at several of Defendants’ locations, including in Moreno Valley, Upland, Whittier, and Lakewood. Claimant Isabel Dominguez worked for Defendants from December 28, 2020 to October 20, 2021. During her employment she worked as a Team Lead, Shift Lead, and General Manager (for a couple weeks). Claimant Dominguez worked at Defendants’ Moreno Valley and Upland locations during her employment. Throughout their employment, Claimants were a non-exempt, hourly employees.

Through this notice, Claimants inform the LWDA of the Labor Code violations set forth herein. The aggrieved employees who Claimants seek to represent include the following individuals:

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

Claimants seek all recoverable civil penalties for Defendants' violations and reserve the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered. Claimants reserve the right to narrow the definition of the "aggrieved employees" in the forthcoming civil action.

Overtime and Minimum Wage Violations

Violation of Labor Code §§ 201-204, 210, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199; IWC Wage Orders

Defendants failed to pay for all hours worked and failed to pay overtime based on the lawful regular rate of pay, in violation of Labor Code sections 201-204, 210, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, applicable local minimum wage ordinances, and the related sections of the applicable IWC Wage Orders, including sections 3 and 4 and the standing Minimum Wage Order. Claimants and the aggrieved employees were not paid at least minimum wage *for all hours* worked. Claimants and the aggrieved employees were not paid at their lawful overtime rate (*i.e.*, time and a half or double time based on their regular rate of pay) for all overtime hours worked in excess of 8 hours in a workday, 40 hours in a workweek, or for any hours on any seventh consecutive day of work, to the extent Claimants or other aggrieved worked on a seventh consecutive workday or other such hours as further investigation may reveal.

Labor Code section 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).) Labor Code § 210 states that, "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.

Labor Code section 1197 states, "[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." The "Minimum Wages" section of the applicable IWC Wage Order further provides 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."

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 sections 558 and 1197.1 contain civil penalties for violating this provision of those provisions of the IWC Wage Orders, including sections 3 and 4 and the standing Minimum Wage Order. Labor Code section prohibits payment of a wage less than the legal overtime compensation applicable to the employee. 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 and Labor Code section 1199 renders payment of wages contrary to the forging Labor Code and Wage Order provisions unlawful.

First, employees were required to complete documents and training off the clock without pay. Claimant Dominguez was required to complete Pieology training on a program called the Edge. Claimant Dominguez was not compensated for this time and is informed and believes that other aggrieved employees were required to complete documents and online trainings without pay. Furthermore, Claimants and the aggrieved employees worked off the clock during meal periods without compensation. Due to staffing issues, employees who often took meal periods onsite would sometimes be forced to interrupt or cut short their meal periods by going back to work (while they were still clocked out). When Claimants and the aggrieved employees were unable to take a meal period, Defendants and their agents altered time records to make it appear as though employees took a 30-minute meal period. Claimants are informed and believed that Defendants and their agents also altered employees’ time records to make meal periods appear compliant (i.e., 30 minutes in length, taken by the 5th hour). Additionally, Claimants are informed and believe that Defendants engaged in timeshaving to eliminate or reduce overtime hours worked by Claimants and the aggrieved employees. The alterations to employees’ time records were done without their knowledge and consent.

Second, Defendants failed to pay Claimants and the aggrieved employees for the time they spent driving between Defendants’ locations during a single shift. Specifically, when Defendants were understaffed, Defendants would require Claimants and the aggrieved employees to drive from one location to the understaffed location to help out. Claimants and the aggrieved employees were not paid for the time they spent driving to from one Pieology location during to the other. The unpaid travel time issue happened most often when Claimants and the aggrieved employees were scheduled to work at the Moreno Valley Pieology in Riverside County and would be required to drive (without pay) to the Upland Pieology in San Bernardino County to assist. The drive from Moreno Valley to Upland would take anywhere from 1 to 1.5 hours depending on traffic. Defendants’ practice of not paying for employee travel time resulted in unpaid regular and overtime wages for Claimants and the aggrieved employees.

Lastly, Defendants failed to pay overtime to employees who were required to leave one Pieology location to assist at another location. When employees were told to leave the restaurant they were working in to help at another location, they were required to clock out *before* they left the first restaurant and clock in when they reached the next location.

Employees' total hours worked for the day would not be cumulative between the two locations such that the aggrieved employees were deprived of overtime wages. For example, if an employee worked 5 hours in Moreno Valley and 5 hours in Upland, the employee would be paid for two separate 5 hour shifts at the straight time rate, instead of 8 regular hours and two overtime hours. On at least some of the pay periods in which Claimant Gomez worked at two Picology locations, she was issued two separate wage statements for the same pay period related to each location.

As a result, Claimants may recover civil penalties on behalf of themselves , the State of California and the aggrieved employees as provided under Labor Code §§ 225.5 (\$100/\$200), 558 (\$50/\$100), 1197.1 (\$100/\$250) and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Failure to Pay Split Shift Premiums

Defendants failed to pay Claimants and the aggrieved employees a split shift premium during times when Defendants required Claimants and the aggrieved employees to work two shifts in a single workday, in violation of section 4 of ICW Wage Order No. 5.

Section 4(c) of IWC Wage Order number 5 requires an employer to pay one hour of pay at the minimum wage when an employee works a split shift (*i.e.*, split shift premium). A split shift premium is owed when an employee's work schedule "is interrupted by non-paid non-working periods" "other than bona fide rest or meal periods." IWC Wage Order 5, § 2(R).

Defendants required Claimant Gomez and other aggrieved employees to work two shifts in a workday but failed to pay the applicable split shift premium. These shifts were referred to "doubles." The non-working time between the two shifts was not meal period. Claimant Gomez was not paid a split shift premiums for the times when she was required to work two shifts in a workday. Claimant Gomez believes that this practice of requiring split shifts and not paying the applicable split shift premiums also applied to the aggrieved employees.

As a result, Claimants may recover civil penalties on behalf of themselves , the State of California and the aggrieved employees as provided under Labor Code § 558 (\$50/\$100) and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Underpaid Meal Period Premiums

Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants failed to pay meal period premiums at the lawful regular rate of compensation to Claimants and other aggrieved employees in violation of Labor Code sections 226.7, 512 and 1198, and the related sections of the IWC Wage Orders, including section 11.

Labor Code section 512 requires that employers provide a 30-minute, uninterrupted 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 for an 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." *Donohue 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.

Defendants failed to provide compliant first and second meal periods to Claimants and the aggrieved employees. Defendants' locations were frequently understaffed and resulted in Claimants and the aggrieved employees working through their meal periods. Sometimes employees would clock out for a meal period and would be forced to take an interrupted meal period due to staffing issues and the flow of customers. Claimants are informed and believe that Defendants and their agents altered time records to make it appear as though employees took compliant meal periods when they actually did not. When Defendants did not provide compliant meal periods, Defendants failed to pay Claimants and other aggrieved employees a meal period premium in violation of Labor Code section 226.7.

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

Underpaid Rest Period Premiums **Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders**

Defendants failed to pay rest period premiums at the lawful regular rate of compensation to Claimants and other aggrieved employees in violation of Labor Code sections 226.7, 516 and 1198, and the related sections of the IWC Wage Orders, including section 12.

Labor Code sections 226.7 and 516, along with the IWC Wage Orders, require that employers authorize and permit a 10-minute, uninterrupted rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a meal period is non-compliant, the employer must pay for an hour of pay at the employee's "regular rate" of compensation. See *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th at 862. 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. Defendants required Claimants and other aggrieved employees to effectively waive or otherwise forego their rest periods contrary to the law.

For the same reasons as discussed above in the meal period section, Claimants and the aggrieved employees were not always authorized and permitted to take all of their rest periods. Defendants had a policy and practice of not paying rest period premiums to employees who were unable to take rest periods. To the extent Defendants ever paid a rest period premium, Defendants violated Labor Code section 226.7 because such premiums were not paid at the regular rate of compensation.

As a result, Claimants may recover civil penalties on behalf of themselves, 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 Reimburse Necessary Expenses **Violation of Labor Code §2802**

Defendants failed in their affirmative legal obligation to reimburse Claimants and other aggrieved employees for all necessary work-related costs and expenses as a matter of policy and practice in violation of Labor Code section 2802, which states:

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 required Claimants and the aggrieved employees to use their personal vehicles and personal devices for work-related purposes without reimbursement. As discussed above, Defendants required Claimants and the aggrieved employees to travel between different Pieology locations during their workday. Claimants and the aggrieved employees drove from one store to the next in their personal vehicles, but were not reimbursed for their gas mileage. Claimants and the aggrieved employees were also required to use their personal devices for work-related purposes without reimbursement, including but not limited to, using their devices (cell phone/computers) to complete Pieology trainings and other documents. In direct consequence of their job duties, Claimants and the aggrieved employees unavoidably and necessarily incurred losses, expenditures, costs and expenses that Defendants did not reimburse as a matter of policy and practice. At all relevant times, Defendants were required to comply with the reimbursement mandate of Labor Code section 2802.

To the extent Defendants argue that the expenses were reimbursable only upon request and preapproval, Labor Code section 2802's mandate is absolute: the element of constructive knowledge "does not appear in the statute" and written policies or handbooks do not "affect the significance of a failure to comply with that statutory duty ... the rights afforded by section[] 2802 may not be subject to negotiation or waiver." *Espinoza v. West Coast Tomato*

Growers, LLC (S.D. Cal. 2016) Case No. 14-CF-2984 at n.2; *Park v. Joong-Ang Daily News Cal., Inc.* (2nd App. Dist., Div. 7, 2017) No. B268678 n.7 (unpublished, citing published authority). Labor Code section 2804 further 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.” In other words, if—as here—employees incur “necessary expenses” or “losses” for the benefit of their employer, then the employees are unconditionally entitled to receive reimbursement for those expenses.

Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recover by Claimant, the aggrieved employees and the State of California in a civil action for all civil penalties recoverable for violations of Labor Code section 2802, including those set forth in Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with the recovery of attorney’s fees and costs of suit.

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

Defendants violated Labor Code sections 204 and 204b requiring payment of all wages on regularly scheduled paydays with respect to Claimants and other aggrieved employees by failing to pay all wages owed on the regular pay days scheduled each pay period. To the extent that Defendants made or make any retroactive payments to Claimants or other aggrieved employees, such amounts are untimely in violation of these payday statutes.

Because Defendants failed to pay all regular and overtime wages in each pay period in which such wages were earned, meal/rest premiums and other forms of remuneration, Defendants violated Labor Code section 204 and/or 204b (for weekly employees), which requires timely payment of wages of wages each regular scheduled pay period. Labor Code section 204 requires payment of “all wages” for non-exempt employees at least twice each calendar month. 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 that, “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.

As explained above, Defendants underpaid Claimants and other aggrieved employees’ regular, overtime, sick, and premium pay, including at the lawful regular rate of compensation/pay. Defendants are separately liable for not paying the full amount owed to Claimants and other aggrieved employees each payday in violation of Labor Code sections 204 and/or 204b.

As a result, Claimants may recover civil penalties on behalf of themselves , the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, 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

Defendants violated Labor Code sections 201, 202 and 203 requiring timely payment of all wages upon separation and waiting time penalties in lieu thereof with respect to 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.

Because Defendants failed to pay all wages owed to the aggrieved employees during their employment and failed to properly pay regular and overtime wages at the lawful respective rates, Defendants failed to timely pay all wages owed upon separation of employment in violation of Labor Code sections 201, 202 and 203.

As a result, Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code § 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 section 226 with respect to Claimants and other 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.¹ An employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of \$250 per employee per violation for the initial citation and \$1,000 per employee for each violation in a subsequent citation, in addition to other penalties allowed by law.

Throughout the relevant statutory period, as a result of the foregoing violations identified in this notice—unpaid regular and overtime wages and premiums—Defendants violated Labor Code section 226(a)(1) by not listing the correct “gross wages earned,” as the employees earned regular wages, overtime, and premiums, but were instead underpaid, resulting in an inaccurate reflection and recording of “gross wages earned” on those wage statements. Defendants also violated Labor Code section 226(a)(5) with respect to “net wages earned” for the same reasons, as the “net wages earned” are depreciated and underpaid resulting in an inaccurate reflection on the pay stub.

Furthermore, Defendants violated Labor Code section 226(a)(2) by failing to accurately list employees’ total hours worked. The total hours worked on employees’ wage statements are inaccurate because they do not include the off the clock work that employees were forced to perform. For these same reasons, Defendants violated Labor Code section 226(a)(9), with respect to the hourly rates and corresponding hours worked at those rates.

Finally, Defendants violated multiple subdivisions of Labor Code section 226 by issuing multiple wage statements during the *same pay period* when employees worked at different store locations. For example, when Claimant Gomez worked at the Moreno Valley and Upland locations during the same pay period, she received separate wage statements listing the hours that she worked at each respective location. Section 226(a) requires Defendants to issue a *single* “accurate itemized wage statement” showing each of the required categories of information for the *applicable pay period*. During the pay periods when Defendants issued two or more wage statements to employees, they violated Labor Code section 226(1)-(5) and (9).

Claimants and other aggrieved employees cannot promptly and easily determine from the wage statement alone their total wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sowed confusion among Claimants 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 calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments throughout the relevant period.

¹ See generally *Lopez v. Friant & Associates, LLC* (2017) 15 Cal. App. 5th 773, 787-88 (“Consistent with the PAGA statutory framework and the plain language of section 226(e), we hold a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the “injury” and “knowing and intentional” requirements of section 226(e)(1)”); see also *Kastler v. Oh My Green, Inc.* (N.D. Cal., Oct. 25, 2019) Case No. 19-CV-02411-HSG (“Injuries from a failure to provide an accurate pay statement include ‘possibility of not being paid overtime, employee confusion over whether they received all wages owed them, difficulty and expense involved in reconstructing pay records, and forcing employees to make mathematical computations to analyze whether the wages paid in fact compensated them for all hours worked’) (rejecting *Maldonado* defense for class claims).

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

Underpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.5

Defendants violated Labor Code section 246 because they failed to provide Claimants and the aggrieved employees paid sick leave at the rate required by Labor Code section 246. Under Labor Code section 246 *et seq.*, employers are required to provide paid sick leave to all employees. 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. Cal. Lab. Code § 246. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one (1) hour for every thirty (30) hours worked in a given pay period. Cal. Lab. Code § 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment. Cal. Lab. Code § 246(b)(1).

Defendants allowed employees to accrue sick leave based on hours worked. However, Defendants failed to consistently authorize the use of paid sick leave for aggrieved employees who requested to use such leave. As just one example, Claimant Dominguez got Covid-19 and asked to use paid sick leave for the time that she needed to take off. Her request was denied.

Furthermore, although Defendants allowed employees to accrue sick leave, the accrual was at a rate less than one hour for every thirty hours worked, in violation of California law. For example, during Claimant Dominguez' first pay period worked, she worked a total of 69.19 hours (pay date of 1/15/2021). Her wage statements show she accrued 2 hours of paid sick leave, which is less than one hour for every thirty hours worked. As another example, Claimant Gomez worked a total of 97.97 hours in the pay period with the pay date of 9/10/2021 and had a balance of 39 PSL hours at the prior pay period. After working 97.97 hours, she only accrued 3 PSL hours (with an ending PSL balance of 42 hours), which is less than 1 hour for every 30 hours worked. The failure to provide sick leave at the correct accrual rate as a matter of common policy and practice to Claimants and the aggrieved employees.

As a result, Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law. Claimants is also entitled to penalties under Labor Code section 248.5.

Failure to Provide Covid Supplemental Paid Sick Leave
Violation of Labor Code §§ 246 through 248.5

Defendants violated Labor Code section 248, 248.1, and 248.2 because they failed to provide Covid-19 Supplemental Sick Leave to Claimants and the aggrieved employees. Under Labor Code section § 248.1, employers were required to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave to employees for the period of April 16, 2020 to December 31, 2021. Under Labor Code § 248.2, employers were required to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2021 through September 30, 2021. Employers must comply with the calculation and payment methods of these Covid supplemental sick leave laws.

Defendants failed to provide Claimants and the aggrieved employees Covid Supplemental Sick Leave. Employees were also never informed of their right to such leave. To the extent Defendants claim that it did provide employees with Covid-19 Supplemental Sick Leave, Defendants failed to actually allow employees to use it. As discussed above, Claimant Dominguez (and other employees) were sick with Covid-19 and asked to take time off with pay. These requests were denied because Defendants did not provide such sick leave to employees.

As a result, Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law. Claimants is also entitled to penalties under Labor Code section 248.5.

Failure to Maintain Accurate Records
Violation of Labor Code §§ 1174, 1174.5, 1198; IWC Wage Orders

Because of the violations set forth in this notice, including Defendants' failure to accurately maintain records of pay for all hours worked at the appropriate lawful rates of pay, Defendants violated Labor Code section 1174 and the IWC Wage Orders by failing to maintain accurate payroll records showing all hourly rates in effect and hours worked at those rates, and the wages paid to each employee. As a result, Defendants are liable for a civil penalty of \$500 per employee to Claimants and each aggrieved employee pursuant to Labor Code section 1174.5.

Failure to Provide Records in Response to Statutory Records Requests/Inspection
Violation of Labor Code §§ 226, 432 IWC Wage Orders

Claimants both issued a records request to Defendants requesting all records due under the IWC Wage Orders (including the Records sections), and Labor Code sections 226 and 432. Despite repeated attempts to contact Defendants, Defendants failed to produce *any* records for Claimants. Defendants have ignored emails and phone calls from Claimants' counsel.

Labor Code section 432 requires all documents signed by an employee to be provided upon request. Labor Code section 226 requires companies to provide a copy of wage statements and all records pertaining to the respective employee's employment. The IWC Wage Orders, which may be enforced via Labor Code section 1198, also requires production of the records requested by Claimants. Defendants willfully failed to provide any records at all.

As a result, Claimants are aggrieved employees who seeks civil penalties on behalf of themselves and others for these and other Labor Code violations. Claimants may recover civil penalties on behalf of themselves, the State of California and the aggrieved employees as provided under Labor Code sections 226 and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law

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

Claimants were compelled to retain the services of counsel to file this court action to protect their interests, the interests of other aggrieved employees, and the State of California. Claimants have thereby incurred and will continue to incur attorneys' fees and costs, which are recoverable on all PAGA causes of action under Labor Code section 2699(g).

Notice of Demand for Defendants
to Change Policies and Practices

Claimants intend to pursue legal action against Defendants based on the violations set forth in this notice. Defendants are hereby notified that any attempt to resolve this case must be conducted in coordination with Claimant's counsel to protect the interests of Claimant, the aggrieved employees, and the State of California via the LWDA. Any and all settlements releasing liability require Court approval in connection with Claimants and their counsel to fully release liability and resolve the claims alleged in this notice. Claimants will establish that (1) her lawsuit was a catalyst in motivating Defendants to change their policies and practices and provide the relief sought through this action, (2) that the forthcoming lawsuit has merit and is based on undisputed violations for which Defendants will be liable at trial, and (3) that Claimants have hereby notified Defendants of their violations and considers this notice an attempt to resolve the matter. *See Tipton-Whittingham v. City of Los Angeles* (2004) 34 Cal.4th 604, 608 (citing *Graham v. Daimler-Chrysler Corp.* (2004) 34 Cal. 4th 553) (authorizing an award of catalyst attorneys' fees against the defendants).

As the PAGA representatives, Claimants have a duty to file this case at the earliest opportunity. Defendants may contact Claimants' counsel with any questions regarding this letter or the forthcoming lawsuit.

CONCLUSION

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

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Lauren Vega".

Lauren N. Vega

Cc Claimants

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bhancox@ocburgerboys.com

David Buffington
Agent for Akash and Pie Venture
david.buffington@yahoo.com

Nicholas J. Ferraro, Esq.
Counsel for Claimant
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PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On March 25, 2025, I served on the interested parties in this action the following document(s) entitled:

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

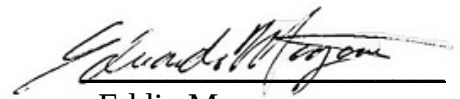
[XX] BY CASEANYWHERE SERVICE: Via electronic filing service provider- electronically transmitting the documents listed above to CaseAnywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic Service. The transmission(s) was reported as complete and without error to the addresses as stated on the service list below.

SERVICE LIST

(Service List Attached)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on March 25, 2025, at Irvine, California


Eddie Magana

1 **Via LWDA Website Only**

2 Labor and Workforce Development Agency

3 Attn: PAGA Administrator

4 1515 Clay Street, Ste 801

5 Oakland, CA 94612

6 <http://www.dir.ca.gov/Private-Attorneys-General-Act>

7 Thalia Rofos, Esq.

8 **O'HAGAN MEYER**

9 4695 MacArthur Ct, Suite 900

10 Newport Beach, CA 92660

11 Tel: 949-942-8537

12 Counsel for Defendant

13 AKASH MANAGEMENT, LLC.

14 **Via Electronic Service**

15 Lauren N. Vega (State Bar No. 306525)

16 Nicholas J. Ferraro (State Bar No. 306528)

17 Elida M. Espinoza (State Bar. No. 314001)

18 **FERRARO VEGA EMPLOYMENT LAWYERS, INC.**

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27 Nataly Gomez & Isabel Dominguez