

Daniel J. Palay, SBN 159348
Brian D. Hefelfinger, SBN 253054
PALAY HEFELFINGER, APC
1000 Paseo Camarillo, Suite 231
Camarillo, CA 93010
Telephone: (805) 628-8220
Facsimile: (805) 765-8600

Attorneys for Plaintiff Alberto Lopez Urbina

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

ALBERTO LOPEZ URBINA, an individual;

Plaintiff,

v.

TS COMPANY, LLC d/b/a “Luv N Eat Thai Cuisine”; SG COMPANY, LLC d/b/a “Luv N Eat Thai Cuisine Moorpark”; KBN COMPANY, LLC d/b/a “Luv N Eat Ramen”; SOMSANIT NAMSAI, an individual; BOONLERT TRAKOONSRIMONGKOL, an individual; KANOKKORN SANMANEE, an individual; and DOES 1 through 10, inclusive,

Defendants.

CASE NO: 2025CUOE054460

Assigned to: Hon. Dana K. Caudill

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

- (1) Failure to Pay Wages Owed, Including Final Wages;**
- (2) Fraud;**
- (3) Violation of Business & Professions Code § 17200;**
- (4) Failure to Provide Compliant Wage Statements Under Labor Code § 226;**
- (5) Failure to Provide Legally-Compliant Meal Periods;**
- (6) Failure to Provide Legally-Compliant Rest Periods;**
- (7) Failure to Reimburse Expenses Under Labor § 2802**
- (8) Failure to Pay Reporting Time Pay;**
- (9) Failure to Pay Split-Shift Wages; and**
- (10) Violation of *Labor Code Private Attorneys’ General Act* (“PAGA”)**

Action filed: November 21, 2025

///

1 **TO ALL INTERESTED PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 COMES NOW, plaintiff ALBERTO LOPEZ URBINA (hereinafter referred to as the
3 “Plaintiff”), and pursuant to this First Amended Complaint alleges as follows:

4 **GENERAL ALLEGATIONS**

5 1. Defendant TS COMPANY, LLC d/b/a “Luv N Eat Thai Cuisine” is a California limited
6 liability company, doing business in California and operating a restaurant(s) in Ventura County, both
7 directly and through a variety of affiliated persons and entities.

8 2. Defendant SG COMPANY, LLC d/b/a “Luv N Eat Thai Cuisine Moorpark” is a
9 California limited liability company, doing business in California and operating a restaurant(s) in
10 Ventura County, both directly and through a variety of affiliated persons and entities.

11 3. Defendant KBN COMPANY, LLC d/b/a “Luv N Eat Ramen” is a California limited
12 liability company, doing business in California and operating a restaurant(s) in Ventura County, both
13 directly and through a variety of affiliated persons and entities.

14 4. Defendant SOMSANIT NAMSAI is an individual and natural person who has been doing
15 business in California and was and is an owner, director, officer, or managing agent of the restaurant(s)
16 discussed in this Complaint, including with respect to the corporate defendants herein – TS Company,
17 LLC, SG Company, LLC, and KBM Company, LLC.

18 5. Defendant BOONLERT TRAKOONSRIMONGKOL is an individual and natural person
19 who has been doing business in California and was and is an owner, director, officer, or managing agent
20 of the restaurant(s) discussed in this Complaint, including with respect to the corporate defendants herein
21 – TS Company, LLC, SG Company, LLC, and KBM Company, LLC.

22 6. Defendant KANOKKORN SANMANEE is an individual and natural person who has
23 been doing business in California and was and is an owner, director, officer, or managing agent of the
24 restaurant(s) discussed in this Complaint, including with respect to the corporate defendants herein – TS
25 Company, LLC, SG Company, LLC, and KBM Company, LLC.

26 7. Together, the corporate defendants TS COMPANY, LLC d/b/a “Luv N Eat Thai
27 Cuisine,” SG COMPANY, LLC d/b/a “Luv N Eat Thai Cuisine Moorpark,” and KBN COMPANY,
28 LLC d/b/a “Luv N Eat Ramen,” and the individual defendants, SOMSANIT NAMSAI, BOONLERT

1 TRAKOONSRIMONGKOL, and KANOKKORN SANMANEE, are referred to in this Complaint
2 collectively as the “Defendants” or the “Employer.”

3 8. At all times herein mentioned, Plaintiff ALBERT LOPEZ URBINA (“Plaintiff”) was and
4 is an individual who worked for the Defendants within Ventura County, California. Plaintiff was
5 employed during the four-year period preceding this Complaint, and worked as a server and cashier for
6 the Defendants as a non-exempt employee during the relevant period.

7 9. Plaintiff is ignorant of the true names and capacities of DOES 1 through 10, inclusive,
8 and by reason thereof sue said defendants by their fictitious names. These include, but are not limited
9 to, natural persons acting on behalf of the Company as an owner, director, officer, or other managing
10 agent of the employer, within the meaning of *Cal. Labor Code* § 558.1. Plaintiff will ask leave of Court
11 to amend this Complaint to allege the true names and capacities of said Doe Defendants when same
12 have been fully and finally ascertained.

13 10. It is alleged that each of the Defendants herein acted as the agent, employer, alter ego,
14 co-employer, or joint employer of each of the others, and each acted within the scope of such agency or
15 employment.

16 11. Venue is appropriate in Ventura County because the unlawful actions alleged in this
17 Complaint occurred therein.

18 12. At all relevant times herein, Plaintiff and those similarly-situated were current and former
19 employees of Defendants who are/were non-exempt; who have worked in California for Defendants
20 during the last four years, who were not all wages and premiums owed under California law. As a
21 result, each has not received full and correct pay for all hours worked, and have not received accurate
22 itemized wage statements required pursuant to Labor Code § 226. In addition, each did not receive all
23 lawful, timely meal and rest periods and, as a result, have not received full and correct pay for all hours
24 worked. Finally, Plaintiff and those similarly-situated did not receive reimbursement for business
25 expenses incurred. The class definition(s) are set forth more fully below.

26 13. Plaintiff alleges that during the relevant time period, he and other non-exempt employees
27 regularly worked more than eight (8) hours in a work day and/or forty (40) hours in a work week.
28 However, under Defendant’s wage and hour practices, Plaintiff and those similarly-situated were not

1 paid correctly.

2 14. Plaintiff also alleges that the Defendants maintained a practice of intentionally depriving
3 workers of their wages, in violation of California law. Specifically, the Defendant engaged in the
4 practice of altering workers' time records in a systematic effort to deprive full and correct payment of
5 overtime wages earned. This also included improper handling of tips, and instructing non-exempt
6 employees to perform work "off the clock." In addition, the Defendants failed to provide lawful meal
7 periods and failed to provide lawful rest breaks in accordance with California law.

8 15. Plaintiff further alleges that other California wage-and-hour laws and regulations were
9 violated during his employment, including but not limited to:

- 10 a. Late payment of pay checks;
- 11 b. Improper / inaccurate wage statements;
- 12 c. Improper handling of tips, and "skimming" of tips;
- 13 d. Improper "time shaving" relative to reported hours worked;
- 14 e. Split-shift and reporting time violations;
- 15 f. Meal period and rest period violations;
- 16 g. Off-the-clock work; off the clock contact by management, including via
17 messaging;
- 18 h. Failure to reimburse employee expenses incurred;
- 19 i. Unpaid minimum, regular, overtime and double-time wages;
- 20 j. "Waiting time" penalties owed; and
- 21 k. Failure to provide and account for Paid Sick Leave time.

22 Plaintiff alleges that he experienced each of these violations personally.

23 16. Upon information and belief, Plaintiff and the Putative Class (defined below) allege that
24 other non-exempt employees in California were unlawfully paid and treated in the same manner.

25 **CLASS ACTION ALLEGATIONS**

26 17. Plaintiff brings this action on his own behalf, and on behalf of all persons similarly-
27 situated. The class, exclusive of subclasses, represents and consists of:

28 ///

1 All current and former non-exempt California employees of
2 Defendants, who have worked for Defendants during the last four
3 years as a server, waiter, waitress, host, hostess, bartender, cashier,
4 busser, barback, or any other front-of-house staff position (the
5 “Putative Class”).

6 18. There is a well-defined community of interest in the questions about law and fact
7 affecting the classes Plaintiff represents. The class members’ claims against Defendants involve
8 questions of common or general interest, in that each was employed by Defendants and each was not
9 paid appropriate wages, premiums and reimbursements owed based, on the same compensation scheme
10 and practices. These questions are such that proof of a state of facts common to the members of the
11 class will entitle each member of the class to the relief requested in this complaint. The California class
12 represents in excess of 30 individuals.

13 19. Plaintiff and the putative class have no plain, speedy, or adequate remedy at law against
14 Defendants, other than by maintenance of this class action, because Plaintiff is informed and believes,
15 and on information and belief alleges, that the damage to each member of the class is relatively small
16 and that it would not be economically feasible to seek recovery against Defendants other than by a class
17 action.

18 20. Plaintiff URBINA will fairly and adequately represent the interests of the class because
19 Plaintiff is a member of the class, and Plaintiff’s claims are typical of those in the class.

20 21. Plaintiff’s counsel will fairly and adequately represent the interests of the class, as they
21 are experienced wage-and-hour litigators who have been appointed as Class Counsel in numerous class
22 action employment cases.

23 **FIRST CAUSE OF ACTION**

24 **(For Wages Owed, Including Final Wages, Against All Defendants)**

25 22. Plaintiff refers to the preceding paragraphs above and incorporates the same by reference
26 as though fully set forth at length herein.

27 23. Plaintiff and the Putative Class (collectively, the “Plaintiffs”) are employees who have
28 been working for Defendants in California within four (4) years of the date of filing this Complaint.
Plaintiffs work/ed as non-exempt employees for Defendants, but were subject to certain wage and hour
practices which deprived them of all wages and premiums owed.

1 24. For example, during the employment, Plaintiff was often paid his earned paychecks late,
2 and would have to “remind” Defendants that payment was due. Tips that were earned by Plaintiff were
3 not properly remitted to Plaintiff, and were withheld or re-distributed by Defendants. Timekeeping
4 records to entered improperly, or altered, by Defendants, in order to have the effect of lessening the
5 amount of pay given to Plaintiff.

6 25. In addition, Plaintiff often was required to work a “split shift,” or to “report” for a second
7 shift, but without appropriate split-shift pay or reporting time pay. Plaintiff also was required to work
8 off-the-clock, sometimes during the forced split-shift “break” during the middle of the day; other times,
9 during his time (purportedly) off, including via messaging and phone, but he was not compensated for
10 this work time.

11 26. As a result, during the employment with Defendants, Plaintiff was not properly
12 compensated for all hours worked, and with all earned tips. It is alleged that each individual who worked
13 compensable hours, had their pay reduced unlawfully from what was owed. In addition, Plaintiff was
14 required to work “off the clock.”

15 27. Further, the Company required Plaintiff to “report in” during certain periods, concerning
16 the next work shift, without providing reporting time pay, in violation of the relevant Wage Order and
17 case law. *See, e.g., Ward v. Tilly's, Inc.*, 31 Cal. App. 5th 1167 (2019). Similarly, Plaintiff is informed
18 and believes that the Company failed to provide the required split-shift premium required under
19 California law, when split-shifts occurred.

20 28. Within the four (4) years preceding this Complaint, Plaintiff and the Putative Class
21 worked regular, overtime and (potentially) double-time hours for which each was not fully paid. During
22 the same periods of employment, Plaintiff and the putative class were not provided with all lawful meal
23 and rest periods, as required by law.

24 29. The wrongful acts of the Defendants therefore include, but are not limited to,
25 intentionally denying Plaintiff and the Putative Class wages, including tip wages, regular, overtime
26 wages, double-time wages, minimum wages, split-shift wages, reporting time wages, and premium
27 wages (for meal and rest period violations).

28 ///

30. Plaintiff and all members of the Putative Class regularly worked over eight (8) hours in one workday and forty (40) hours in one workweek for which they were not paid the correct hourly wage. It is alleged that Defendants intentionally denied the California class wages which should have been paid and violated California Labor Code § 510 and applicable IWC wage orders by failing to pay wages as allowed by law.

31. Labor Code § 200 defines “wages” as including all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

32. California Labor Code § 202 provides that all wages shall become due and payable not later than 72 hours after the employee provides notice of his intention to quit. In this case, Defendants, and each of them, have refused and continue to refuse to pay Plaintiff's wages.

33. Pursuant to California Labor Code § 203, it is alleged that Defendants have willfully failed to pay without abatement or reduction, in accordance with Labor Code §§ 201, 202, all of the wages of the Plaintiff and the putative class. Defendants are aware that they owe the wages claimed, yet they have willfully failed to make payment. As a result, Plaintiff and the putative class seek wages and penalties pursuant to Labor Code § 203.

34. Plaintiff and members of the putative class have been available and ready to receive wages owed to them, including overtime wages. Defendants' failure to pay Plaintiff and the California class members' wages due and owing Plaintiff, as indicated in prior paragraphs, was willful; Defendants have knowingly refused to pay the amounts due and owing Plaintiff.

35. Pursuant to Labor Code §§ 218.5 and 1194, Plaintiff and the putative class request the Court to award Plaintiff's reasonable attorneys' fees and costs incurred in this action. Plaintiff also requests all unpaid wages, waiting time penalties and interest.

SECOND CAUSE OF ACTION

(For Fraud, Against All Defendants)

36. Plaintiff refers to the preceding paragraphs above and incorporates the same by reference as though fully set forth at length herein.

///

1 37. Plaintiff and the Putative Class detrimentally relied upon the representations made by
2 Defendants; that they had been paid for all hours worked and that their recorded time had been accurately
3 transcribed and processed; that they had been paid at the proper hourly rates. Defendants, however,
4 intentionally defrauded the Plaintiffs, when they intentionally altered and manipulated the time records
5 (the “time shaving”) and denied the Plaintiffs the receipt of all earned wages.

6 38. It is alleged that Defendants made misrepresentations to the Plaintiff and the Putative
7 Class, each and every time they provided wage statements which contained time figures that had been
8 detrimentally altered from the employees’ reported hours. On information and belief, this occurred
9 every two weeks, at the usual intervals when paychecks were provided to Defendants’ non-exempt
10 employees.

11 39. The representations made by the Defendants in regards to the hours worked by its non-
12 exempt employees were, in fact, false. In engaging in the practice of “time shaving,” including the
13 subtraction of time or other alterations to the records which did not, in fact, reflect what occurred,
14 Defendants altered the time records from their true state.

15 40. When the Defendants made these representations to the Plaintiff, they knew them to be
16 false and made these representations with the intention to deceive and defraud the Plaintiff – their
17 employee – to induce the Plaintiff to act in reliance on these representations and accept the pay given as
18 “accurate,” all with the expectation that the Plaintiff would so act.

19 41. Plaintiff and the Putative Class members, at the time these representations were made by
20 the Defendants, were and are ignorant of the falsity of the Defendants’ representations and have believed
21 them to be true in regards to the hours they have worked and the pay they have earned. In reliance on
22 these representations, the Plaintiff and the Putative Class have been induced to accept and receive less
23 pay than what was actually earned, deceived from the true state of hours and earnings they are entitled
24 to. Had the Plaintiffs known the actual facts, he/they would not have taken such action or accepted such
25 treatment by Defendants. The Plaintiffs’ reliance on the Defendants’ representations was justified
26 because, under California law, Defendants have a legal obligation to provide a true and accurate record
27 of time worked, and a legal obligation to pay the proper amount(s) of wages owed.

28 ///

42. As a proximate result of the fraudulent conduct of the Defendants as herein alleged, Plaintiff and the Putative Class members have been harmed in the form of being underpaid wages which are owed, and by being deprived the use of those wages for a period of time.

43. The aforementioned conduct of the Defendants was an intentional misrepresentation, deceit, or concealment of a material fact known to the Defendants, with the intention on the part of the Defendants of thereby depriving the Plaintiff and the Putative Class of earned wages, or otherwise causing injury, and was despicable conduct that subjected the Plaintiff to a cruel and unjust hardship in conscious disregard of the Plaintiff's rights, so as to justify an award of exemplary and punitive damages.

44. Plaintiff have been damaged inasmuch as they have not been paid all wages earned/owed. In addition, it is alleged that many Putative Class members will have only recently uncovered the fraudulent and deceptive time shaving practices of Defendants, and thus they have been delayed in bringing their claims and also delayed in having the use of the wages they actually earned.

THIRD CAUSE OF ACTION

(Violation of Business and Professions Code § 17200, Against All Defendants)

45. Plaintiff refers to the preceding paragraphs above and incorporates the same by reference as though fully set forth at length herein.

46. This cause of action is being brought pursuant to *Business and Professions Code* § 17200 and California case law including *Cortez v. Purolator Air Filtration Products Co.* (2000) 96 Cal.Rptr.2d 518. It is alleged herein that the Defendants have willfully failed to pay Plaintiff and the Putative Class wages that are owed. The actions alleged aforesaid, specifically, the failure to pay these wages that are owed, constitutes an unfair business practice under *Business & Professions Code* § 17200.

47. As a result of the unfair conduct, the Defendants each profited from breaking the law. Plaintiff and the Putative Class seek a disgorgement of this unlawfully obtained benefit.

48. *Business and Professions Code* § 17203, under the authority of which a restitutionary order may be made, provides: “Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. *The court may make such orders or judgments*, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this

chapter, or *as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.*”

49. Plaintiff also requests that injunctive relief, including but not limited to in the form of an order compelling Defendants to perform an accounting of the wages unlawfully withheld, and also to adopt compensation policies that comply with California wage and hour laws, be ordered by the Court.

FOURTH CAUSE OF ACTION

(Failure to Provide Compliant Wage Statements Under Labor Code § 226, Against All Defendants)

50. Plaintiff refers to the preceding paragraphs above and incorporates the same by reference as though fully set forth at length herein.

51. At all times relevant hereto, California Labor Code § 226 required Defendants, at the time of each payment of wages, to furnish each of their employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing, among other things, the gross wages earned and total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of § 515 of any applicable order of the Industrial Welfare Commission.

52. *California Labor Code* § 226 sets various requirements for California employers with regards to the itemized statements they provide to their employees. Among those requirements is that the employer’s legal name and address is on the statements. The statements also must show the employee’s gross and net wages earned, total hours worked, and all hourly rates in effect during a pay period.

53. As set forth above, as a result of the standardized employment practices during the applicable period, Defendants paid Plaintiff with wage statements that did not supply the correct hours worked, or the correct gross or net wages, or proper rates.

54. Defendants also failed to properly account for mandatory Paid Sick Leave (PSL) accrual on the wage statements, or on a separate statement provided at the same time.

///

1 55. Thus, in this case, Defendants have failed to provide itemized wage statements that
2 comply with the requirements of § 226. By virtue of the numerous inaccuracies, Plaintiff and the
3 putative class cannot promptly and easily determine from the wage statements alone the enumerated
4 items set forth in § 226. As a result, Plaintiff and the putative class have suffered injury as that term is
5 defined in § 226.

6 56. Defendants' failure to comply with § 226 was knowing and intentional. Damages are
7 therefore appropriate, against each Defendant herein. Labor Code § 226, including subd. (e), provides
8 that if an employer fails to provide a statement itemizing, inter alia, the total hours worked by the
9 employee, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50)
10 for the initial violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand
11 dollars (\$4,000).

12 57. Pursuant to Labor Code § 226(e), Plaintiff and the putative class also request the court to
13 award them compensatory damages, as well as attorneys' fees and costs.

14 **FIFTH CAUSE OF ACTION**

15 **(Failure to Provide Legally-Compliant Meal Periods, Against All Defendants)**

16 58. Plaintiff refers to the preceding paragraphs above and incorporates the same by reference
17 as though fully set forth at length herein.

18 59. Pursuant to *Labor Code* § 512, no employer shall employ an employee for a work period
19 of more than five (5) hours without a meal break of not less than thirty (30) minutes in which the
20 employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee
21 for a work period of more than ten (10) hours per day without providing the employee with a second
22 meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her
23 duties. Plaintiff were not provided with requisite meal periods as required under the law.

24 60. Pursuant to *Labor Code* §226.7, if an employer fails to provide an employee with a meal
25 period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission,
26 the employer shall pay the employee one additional hour of pay at the employee's regular rate of
27 compensation for each work day that the meal period or rest period is not provided.

28 ///

61. Defendants failed to supply Plaintiff and the Putative Class with all required meal periods as required by California law. By Defendants' failure to provide Plaintiff and the Putative Class with the meal periods contemplated by California law (and in a timely fashion or duty-free, uninterrupted fashion), and failing to provide compensation for such unprovided or interrupted meal periods, as alleged above, Defendants have willfully violated the provisions of *Labor Code* § 512 and applicable Wage Orders.

62. As a result of the Defendants' unlawful conduct Plaintiff and the putative class have suffered damages in an amount, subject to proof, to the extent they have not been paid additional pay owed for missed or interrupted meal periods (first or second).

63. Pursuant to *Labor Code* § 218, Plaintiff and the putative class are entitled to recover the full amount of the unpaid additional pay for missed or interrupted meal periods. Pursuant to California law, including but not limited to *Labor Code* §§ 218.5, 2699, and *Code of Civil Procedure* § 1021.5, Plaintiff are entitled to recover reasonable attorneys' fees and costs of suit.

SIXTH CAUSE OF ACTION

(Failure to Provide Legally-Compliant Rest Periods, Against All Defendants)

64. Plaintiff incorporates by this reference the preceding paragraphs of this Complaint, as though fully set forth at length.

65. Employees are entitled to “a paid 10-minute rest period per four hours of work.” *Bluford*, 216 Cal. App. 4th at 871 (emphasis added); 8 Cal. Code Regs. § 11070, subd. 12(A).

66. “If an employer fails to provide an employee a ... rest ... period in accordance with a state law..., the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the ... rest ... period is not provided.” Lab. Code § 226.7(c).

67. Plaintiff and the Putative Class were required to, and actually did, remain tethered to the workplace and its attendant work requirements during their rest breaks. As a matter of law, this does not constitute a lawful break. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 273 [211 Cal.Rptr.3d 634, 647, 385 P.3d 823, 834], as modified on denial of reh'g (Mar. 15, 2017).

68. Plaintiff and the putative class therefore seek one additional hour of pay at each employee's regular rate of compensation for each workday that such paid rest period was not so

1 provided, pursuant to § 226.7.

2 69. Plaintiff and the putative class seek interest pursuant to law on all amounts owed for rest
3 period premiums under § 226.7.

4 **SEVENTH CAUSE OF ACTION**

5 **(Failure to Reimburse Expenses Under Labor § 2802, Against All Defendants)**

6 70. Plaintiff incorporates by this reference the preceding paragraphs of this Complaint, as
7 though fully set forth at length.

8 71. *California Labor Code* § 2802 provides that California employees must be reimbursed
9 of their employment-related business expenses. Section 2802, states in pertinent part that “[a]n
10 employer shall indemnify his or her employee for all necessary expenditures or losses incurred by
11 employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the
12 directions of the employer, even though unlawful, unless the employee, at the time of obeying the
13 directions, believed them to be unlawful.”

14 72. Defendants violated § 2802 by requiring Plaintiff to incur costs and other expenses
15 related to the performance of his job duties, including but not limited to use of a personal cell phone for
16 work-related tasks, duties and contact. By this and similar acts, the Defendants have violated § 2802.

17 73. Plaintiff incurred such reasonable and necessary business expenses in order to perform
18 his job, and for the benefit of Defendants, but was not fully reimbursed. Plaintiff has sustained damages
19 and losses in the amount of the expenses incurred by Plaintiff as required by Defendants for the
20 necessary discharge of his duties.

21 74. *California Labor Code* § 2802(2) provides that the employee may recover all reasonable
22 costs, including attorneys’ fees, for enforcing the employee’s rights under this section. Plaintiff has
23 incurred costs and attorneys’ fees and will continue to incur costs and attorneys’ fees to enforce his
24 rights under § 2802. Plaintiff is entitled to recover his reasonable attorneys’ fees and costs in an exact
25 amount to be proved at trial.

26
27 ///

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **(Failure to Pay Reporting Time Wages, Against All Defendants)**

3 75. Plaintiff incorporates by reference and re-alleges each and every one of the allegations
4 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

5 76. According to IWC Wage Order Nos . 1 through 15, section 5(A) relates the each workday
6 an employee is required to report to work and does report, but is not put to work or is furnished less than
7 half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or
8 scheduled day's work, but in no event less than two (2) hours, nor more than four (4) hours at the
9 employee's regular rate of pay, which shall not be less than the minimum wage. Section 5(B) relates,
10 "If an employee is required to report for work a second time in any one workday and is furnished less
11 than two hours of work on the second reporting, said employee shall be paid for two hours at the
12 employee's regular rate of pay, which shall not be less than the minimum wage." In *Ward v. Tilly's*,
13 the Court of Appeal held that, for purposes of triggering reporting time pay obligations to a worker, the
14 "an employee need not necessarily physically appear at the workplace to 'report for work.' Instead,
15 'report[ing] for work' within the meaning of the wage order is best understood as presenting oneself as
16 ordered." *Ward v. Tilly's, Inc.*, 31 Cal. App. 5th 1167, 1185 (2019).

17 77. In this matter Plaintiff is owed reporting time wages in the circumstances when he was
18 contacted (i.e., telephonically or via messaging) to work, but was presented with less than two (2) hours
19 of working time or less than one half his usual shift. Further, during the statutory period, these events
20 did occur but the Plaintiff was not paid the proper reporting-time payments.

21 78. Plaintiff seeks unpaid reporting-time damages pursuant to California law, as well as all
22 attorney's fees and costs incurred and interest these wages owed. *See* Lab. Code §§ 218.5.

23 **NINTH CAUSE OF ACTION**

24 **(Failure to Pay Split-Shift Wages, Against All Defendants)**

25 79. Plaintiff incorporates by reference and re-alleges each and every one of the allegations
26 contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

27 ///

28 ///

80. According to IWC Wage Order Nos. 1-15, at section 4(C), “When an employee works a split shift, one hour’s pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.”

81. During the statutory period set forth above, Plaintiff did work “split” shifts for which he did not receive a split shift premium. For example, he would be required take an hour or two “break” in the middle of the day, but then report back to work.

82. Thus, in this matter Claimant is owed split-shift wages in such circumstances where his compensation did not reach the statutory requirement. Plaintiff seeks such split-shift damages pursuant to California law.

83. Labor Code section 218.6 states, “[I]n any action brought for the nonpayment of wages, the court shall award interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2.”

84. Pursuant to Labor Code section 218.5, Plaintiff requests the Court to award Plaintiff's reasonable attorney's fees and costs incurred in this action. Plaintiff also requests all unpaid wages, liquidated damages, waiting-time penalties and interest.

TENTH CAUSE OF ACTION

**(For Civil Penalties Under the *Labor Code* Private Attorney General Act of 2004,
by Plaintiff, for himself and all similarly-aggrieved employees, Against All Defendants)**

85. Plaintiff, and his fellow current and former “aggrieved employees” (together, sometimes referred to as the “Plaintiffs” for purposes of this claim) hereby re-allege and incorporate by reference the preceding allegations of this complaint, as though fully set forth here.

86. This cause of action is authorized as a matter of substantive law under California Labor Code section 2699.3(a)(2)(C), which provides *inter alia*: “[n]otwithstanding any other provision of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within 60 days of the time periods specified in this part.”

87. Plaintiff brings this cause of action against Defendants in his capacity as a private attorney general (*i.e.* as a proxy or agent of the State of California) to recover civil penalties under the

1 Private Attorneys General Act of 2004, which is codified in *Labor Code* section 2699 *et seq.* (herein
2 “PAGA”), for Defendants’ violations of the *Labor Code* enumerated herein.

3 88. Plaintiffs are informed, believes, and thereon allege that at all times pertinent hereto they
4 were “aggrieved employees” of Defendants, as that phrase is statutorily defined pursuant to *Labor Code*
5 section 2699(c); in particular, Plaintiffs are persons that were employed by the alleged violators (i.e.,
6 Defendants), and against whom one or more of the alleged violations was committed.

7 89. Plaintiffs have complied with all procedural requirements of the PAGA. In particular,
8 on or about November 7, 2025, Plaintiff Urbina gave written notice by certified mail, and via web portal,
9 to the California Labor and Workforce Development Agency and the employer of the specific provisions
10 of the *Labor Code* alleged to have been violated by Defendants, including the facts and theories to
11 support the alleged violations (the “Notice”).

12 90. A true and correct copy of the Plaintiff’s Notice(s) to the California Labor and Workforce
13 Development Agency and Defendants is attached hereto as Exhibit “A” and incorporated herein by this
14 reference.

15 91. Plaintiff is informed, believes, and thereon alleges that he is statutorily authorized to
16 commence a civil action against Defendants pursuant to the PAGA, including *Labor Code* sections 201,
17 202, 203, 204, 210, 219, 221, 224, 226, 226.3, 226.7, 245, 246, 248.5, 256, 510, 512, 558, 1194 *et seq.*,
18 1197 *et seq.*, 1198, 2802, 2699.3 and 2699.5, as the California Labor and Workforce Development has
19 failed to notify Plaintiff that it intends to investigate the alleged violation within sixty (65) calendar days
20 of the postmark date of their receipt of the Notice and at least sixty five (65) calendar days have elapsed
21 from the postmark date of the Notice with the California Labor and Workforce Development having not
22 provided notification of any intention to investigate the alleged violations.

23 92. The Wage Orders (*e.g.*, IWC Wage Order No. 5-2001), provide that “Every employer
24 shall pay to each employee, on the established payday for the period, not less than the applicable
25 minimum wage for all hours worked in the payroll period, whether the remuneration is measured by
26 time, piece, commission, or otherwise.” “Hours worked” is defined in subdivision 2 of the wage orders
27 as “the time during which an employee is subject to the control of an employer, and includes all the time
28 the employee is suffered or permitted to work, whether or not required to do so.” (*See, e.g., Cal. Code*

1 *Regs.*, tit. 8, § 11090, subd. (2)(K).) Thus, the obligation to pay minimum wages attaches to each and
2 every separate hour worked during the payroll period.

3 93. *Labor Code* section 201 requires immediate payment of all wages owed at the
4 termination of employment. It is alleged that within the last year of the filing of the Complaint,
5 Aggrieved Employees have been terminated and have not received all wages owed at their termination.
6 Plaintiffs seek civil penalties on behalf of themselves and all others similarly situated under *Labor Code*
7 section 2699, subd. (f) or any other statute that provides for civil penalties for such violations of law.

8 94. *Labor Code* section 202 requires payment of all wages owed within 72 hours of the
9 resignation of an employee, unless the employee gives more than 72-hours' notice, in which case wages
10 are owed at the employee's resignation. It is alleged that within the last year of the filing of the
11 Complaint, Aggrieved Employees have resigned and have not received all pay owed in a timely fashion
12 after their resignation. Plaintiffs seek civil penalties on behalf of themselves and all others similarly
13 situated under *Labor Code* section 2699, subd. (f) or any other statute that provides for civil penalties
14 for such violations of law.

15 95. *Labor Code* § 203 establishes a statutory penalty for willful violations of *Labor Code* §§
16 201 or 202. There has been a willful violation of *Labor Code* § 201 and 202 because Defendants cannot
17 hide behind their ignorance of the California's wage and hour laws. Further evidence of the Employer's
18 willful disregard for *Labor Code* §§ 201 and 202 is likely to be adduced at trial. Plaintiff (and/or any
19 later-joined plaintiffs) intends to pursue civil penalties on behalf of himself and all others similarly-
20 situated under *Labor Code* §§ 203 and 256.

21 96. *Labor Code* section 204 sets timetables for when wages are due each pay period. In effect,
22 most wages earned during a pay period must be paid at the conclusion of that pay period, or the
23 conclusion of the next pay period (in the case of wages earned for labor in excess of the normal work
24 period). Here, regular, overtime, tip and other wages were owed each pay period in which individuals
25 worked, and yet Defendants did not timely pay them the earned wages.

26 97. *Labor Code* section 210 establishes a civil penalty for violations of *Labor Code* § 204.
27 Every person who fails to pay the wages of each employee as provided in section 204 shall be subject
28 to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to

1 pay each employee; and (2) For each subsequent violation, or any willful or intentional violation, two
2 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
3 withheld. As it is alleged that Defendants violated *Labor Code* § 204, Plaintiffs will, on behalf of the
4 Aggrieved Employees, seek civil penalties available under *Labor Code* § 210.

5 98. *Labor Code* section 219 provides that an employer may not circumvent by way of private
6 agreement the requirements of the wage-and-hour laws of the Labor Code. To the extent that Defendants
7 have promulgated wage-and-hour and payroll policies that do not comply with California law, or that
8 Defendants will argue that Plaintiffs and the Aggrieved Employees “agreed” to work off the clock,
9 overtime, and/or doubletime hours (or other shifts) without proper pay, Defendants will have violated
10 *Labor Code* section 219.

11 99. *Labor Code* section 226, subdivision (a) requires employers to put specific, accurate
12 information on their employees’ paycheck stubs. This information includes the actual number of hours
13 worked and the applicable rates of pay. Defendants failed to include necessary information on Plaintiffs’
14 paycheck stubs, and it is alleged that the violation of *Labor Code* section 226, subdivision (a) extends
15 to all other Aggrieved Employees.

16 100. *Labor Code* section 226.3 provides that any employer who violates subdivision (a) of
17 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
18 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
19 violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction
20 statement or fails to keep the records required in subdivision (a) of Section 226.

21 101. *Labor Code* section 226.7, subsection (a) provides, “No employer shall require any
22 employee to work during any meal or rest period mandated by an applicable order of the Industrial
23 Welfare Commission.” There is no civil penalty associated with violation of section 226.7, but Plaintiffs
24 intend to pursue civil penalties on behalf of themselves and all others similarly situated under *Labor*
25 *Code* section 2699, subd. (f).

26 102. In addition, and pursuant to Plaintiff’s Notice letter, Plaintiff also seeks herein all
27 available civil penalties for violations of *California Labor Code* §§ 245, 246, 248.5 and 2802, based on
28 the alleged failure to comply with California’s Paid Sick Leave (“PSL”) requirements, as well as

1 California's reimbursement of expense requirements.

2 103. *Labor Code* section 510 requires employers to pay nonexempt workers overtime
3 premium wages when they work more than eight hours in one day or over forty hours in one week, and
4 for the first eight hours worked on the seventh straight day of work in a single workweek. This statute
5 also requires employers to pay nonexempt workers doubletime premium wages when they work more
6 than 12 hours in one workday and for all hours worked in excess of eight on the seventh straight day of
7 work in one workweek.

8 104. In this matter, it is alleged that the Defendants intentionally denied Plaintiff and other
9 Aggrieved Employees wages that should have been paid and violated *California Labor Code* section
10 510 and applicable IWC wage orders. IWC Wage Orders mirror the overtime and doubletime
11 requirements of Labor Code section 510. The Defendants violated the Wage Order by not paying
12 overtime or doubletime wages to the Aggrieved Employees at the correct hourly rates.

13 105. *Labor Code* section 558 provides for a civil penalty against employers who violate *Labor*
14 *Code* section 510. The civil penalty is as follows: (1) For any initial violation, fifty dollars (\$50) for
15 each underpaid employee for each pay period for which the employee was underpaid in addition to an
16 amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars
17 (\$100) for each underpaid employee for each pay period for which the employee was underpaid in
18 addition to an amount sufficient to recover underpaid wages. See also, *Thurman v. Bayshore Transit*
19 *Mgmt., Inc.*, 203 Cal. App. 4th 1112 (2012). It is alleged that Defendants violated *Labor Code* section
20 510; as such, Plaintiffs will seek, on behalf of themselves and all other similarly situated Aggrieved
21 Employees, the available civil penalties, including all underpaid wages, available under Labor Code
22 section 558.

23 106. *Labor Code* section 512 requires that an employer may not employ an employee for a
24 work period of more than five hours per day without providing the employee with a meal period of not
25 less than 30 minutes, and that an employer may not employ an employee for a work period of more than
26 10 hours per day without providing the employee with a second meal period of not less than 30 minutes,
27 subject to limited exceptions not applicable in this matter.

28 ///

1 107. In this matter, it is alleged that Defendants failed to provide compliant meal and rest
2 periods to Plaintiffs and the Aggrieved Employees, as set forth in the Labor Code and Wage Order(s).

3 108. *Labor Code* section 512 provides that no employer shall employ an employee for a work
4 period of more than five (5) hours without a meal break of not less than thirty (30) minutes in which the
5 employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee
6 for a work period of more than ten (10) hours per day without providing the employee with a second
7 meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her
8 duties. It is alleged that Plaintiffs and other Aggrieved Employees were not provided with requisite meal
9 and rest periods as required under the law. It is alleged that the Company violated *Labor Code* section
10 512 and Plaintiffs will seek the civil penalties available under *Labor Code* section 558.

11 109. *Labor Code* section 1194(a) provides that notwithstanding any agreement to work for a
12 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
13 compensation applicable to the employee is entitled to receive in a civil action the unpaid balance of the
14 full amount of this minimum wage or overtime compensation, including interest thereon, reasonable
15 attorney's fees, and costs of suit. To the extent that Defendants will argue that the employees agreed to
16 work overtime and/or doubletime hours for no additional compensation, and failed to pay minimum
17 wages to Plaintiffs, or argue that the employees agreed to work reporting time or split shift time for no
18 additional compensation, and failed to pay such wages to Plaintiff, Defendants will have violated *Labor*
19 *Code* section 1194(a).

20 110. *Labor Code* § 1197 requires that employers may not pay less than the mandated minimum
21 wage. The Company violated § 1197 by not paying Plaintiffs and their similarly-situated coworkers at
22 least the minimum wage for all hours worked. The civil penalty for violations of § 1197 is enumerated
23 in *Labor Code* § 1197.1. Plaintiff intends to seek said penalties against the Company on behalf of himself
24 and all other similarly-situated employees for violations of § 1197.

25 111. *Labor Code* section 1197.1 provides for recovery for employees who are paid a wage
26 less than the minimum fixed by an applicable state or local law, or by an order of the commission. For
27 an initial violation that is intentionally committed, the penalty is one hundred dollars (\$100) for each
28 underpaid employee for each pay period for which the employee is underpaid. This amount shall be in

1 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
2 1194.2, and any applicable penalties imposed pursuant to section 203. For each subsequent violation for
3 the same specific offense, the penalty is two hundred fifty dollars (\$250) for each underpaid employee
4 for each pay period for which the employee is underpaid regardless of whether the initial violation is
5 intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid
6 wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant
7 to Section 203. Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
8 203 and recovered pursuant to this section shall be paid to the affected employee.

9 112. Labor Code § 1198 provides that the maximum hours of work and the standard conditions
10 of labor fixed by the commission shall be the maximum hours of work and the standard conditions of
11 labor for employees. The employment of any employee for longer hours than those fixed by the order
12 or under conditions of labor prohibited by the order is unlawful. To the extent the Defendants made
13 Plaintiffs work beyond the maximum hours of work and standard conditions fixed by the Labor
14 Commission, and failed to remit lawful payment for those hours, Defendants will have violated Labor
15 Code § 1198.

16 113. *Labor Code* section 1194.2(a) provides for liquidated damages for payment of a wage
17 less than the minimum wage fixed by an order of the commission or by statute. Section 1194.2(a) entitles
18 the employee to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
19 interest thereon. Plaintiffs allege that Defendants may have violated section 1194.2(a) by failing at times
20 to even pay minimum wages to the Aggrieved Employees.

21 114. *Labor Code* section 1194.3 provides for the recovery of attorney's fees and costs incurred
22 to enforce a court judgment pursuant to unpaid wages pursuant to *Labor Code* section 1194. Plaintiffs
23 allege that Defendants violated section 1194 by failing to pay minimum wage and overtime, and
24 Plaintiffs are therefore entitled to recover attorney's fees.

25 115. Plaintiff also seeks herein all available civil penalties for violations of *California Labor*
26 *Code* § 2802, based on the alleged failure to comply with California's reimbursement of expense
27 requirements.

28 ///

1 116. *Labor Code* section 2699 provides for a civil penalty for the violation of Labor Code
2 sections that lack a civil penalty provision of their own. The civil penalty is as follows: “If, at the time
3 of the alleged violation, the person employs one or more employees, the civil penalty is one hundred
4 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
5 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” Plaintiffs
6 allege that Defendants have potentially violated the following civil-penalty-less Labor Code sections:
7 201, 202, 203, 212, 219, 221, 224, 246, 248.5 and 2802.

8 117. The IWC Wage Orders provides for a civil penalty to be assessed against an employer
9 who violates their provisions. Section 20 thereof states, in relevant part: (A) In addition to any other
10 civil penalties provided by law, any employer or any other person acting on behalf of the employer who
11 violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty of: (1)
12 Initial Violation — \$50.00 for each underpaid employee for each pay period during which the employee
13 was underpaid in addition to the amount which is sufficient to recover unpaid wages. (2) Subsequent
14 Violations — \$100.00 for each underpaid employee for each pay period during which the employee was
15 underpaid in addition to an amount which is sufficient to recover unpaid wages.

16 118. Plaintiffs will seek, on behalf of themselves and all other Aggrieved Employees, this
17 additional civil penalty against Defendants for their violation of the applicable Wage Order, section
18 3(A), as well as any additional violation of said Wage Order.

19 119. Plaintiffs also seek any civil penalties allowable under the *Labor Code* that arise out of
20 the same set of operative facts as the claims made in this complaint and/or in the Notice.

21 120. Plaintiffs additionally seek any and all available injunctive relief and an award of
22 reasonable attorney's fees and costs pursuant to *Labor Code* section 2699(k)(1).

23 121. Plaintiffs and the Aggrieved Employees are informed, believe, and thereon allege that at
24 all times pertinent hereto, *Labor Code* section 2699(k)(1) provides in pertinent part, “...Nothing in this
25 part shall operate to limit an employee's right to pursue or recover other remedies available under state
26 or federal law, either separately or concurrently with an action taken under this part.”

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff and the Putative Class demand judgment against the Defendants, and
3 each of them, as follows:

- 4 1. For all wages and premiums owed, according to proof;
- 5 2. For attorney's fees and costs pursuant to Labor Code §§ 218.5, 226, 1194, and 2699;
- 6 3. For interest on all wages owed pursuant to Labor Code § 218.6;
- 7 4. For penalties pursuant to *Labor Code* §§ 203, 226 and 226.7.
- 8 5. For minimum wages and liquidated damages, where appropriate, on those unpaid
9 minimum wages, pursuant to *California Labor Code* §1194, 1194.2 and 1197;
- 10 6. For civil penalties (including all underpaid wages as civil penalties) for Plaintiffs and
11 each Aggrieved Employee, for each violation alleged aforesaid, to be distributed in
12 accordance with *Labor Code* § 2699 and cases construing it;
- 13 7. For general and special damages, according to proof;
- 14 8. For interest, pursuant to *California Civil Code* § 3287;
- 15 9. For punitive/exemplary damages, according to proof;
- 16 10. For an equitable order, ordering Defendants to pay Plaintiff all wages, interest, and
17 penalties they are owed; for appointment of a receiver to perform an accounting of all
18 monies owed to Plaintiff; and for any and all injunctive relief this court deems necessary
19 pursuant to Business and Professions Code §17203, including but not limited to orders
20 compelling the Defendants to comply with California wage and hour laws;
- 21 11. For prejudgment interest pursuant to Civil Code §§ 3288 and 3291 on all amounts
22 claimed;
- 23 12. For compensatory damages pursuant to *Labor Code* § 226(e);
- 24 13. For compensatory damages in the form of expert fees, as provided for under the *Labor*
25 *Code*;
- 26 14. For any other and further relief that the Court considers proper.

27 ///

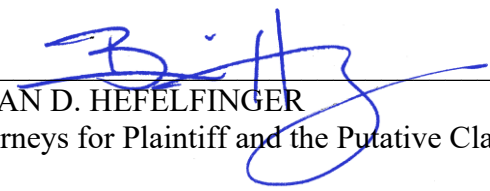
28 ///

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial by jury in this matter.

3
4
5 Dated: January 15, 2025

PALAY HEFELFINGER
A Professional Corporation

6
7 By: 

8 BRIAN D. HEFELFINGER

9 Attorneys for Plaintiff and the Putative Class
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A



WRITER'S E-MAIL: BDH@CALEMPLOYMENTCOUNSEL.COM

1000 PASEO CAMARILLO
SUITE 231
CAMARILLO, CALIFORNIA 93010
PHONE: (805) 628-8220
FACSIMILE: (805) 765-8600

November 7, 2025

Labor and Workforce Development Agency
Department of Industrial Relations
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

VIA WEB PORTAL AT:
<https://dir.govfa.net/411>

Somsanit Namsai
TS Company, LLC d/b/a "Luv N Eat Thai Cuisine"
217 Arneill Road
Camarillo, CA 93010

VIA CERTIFIED MAIL

Boonlert Trakoonsrimongkol
SG Company, LLC d/b/a "Luv N Eat Thai Cuisine Moorpark"
217 Arneill Road
Camarillo, CA 93010

VIA CERTIFIED MAIL

Kanokkorn Sanmanee
KBN Company, LLC d/b/a "Luv N Eat Ramen"
2508 Las Posas Road, Suite B
Camarillo, CA 93010

VIA CERTIFIED MAIL

Re: Alberto Lopez Urbina, et al. v. Associated "Luv N Eat" Restaurants (TS Company, LLC; SG Company, LLC; KBN Company, LLC; Somsanit Namsai, Kanokkorn Sanmanee, Boonlert Trakoonsrimongkol) – **Notice of Labor Code Private Attorneys General Act Claims and Intent to Pursue Civil Action**

To Whom It May Concern:

This office represents Alberto Lopez Urbina ("Plaintiff") in his claims for violations of California wage-and-hour statutes and regulations by his employers, Somsanit Namsai, Kanokkorn Sanmanee, and Boonlert Trakoonsrimongkol – all through operation of the various "Luv N Eat" restaurants located in Ventura County (collectively referred to as the "Company" or "Employers" herein). California Labor Code section 558.1 makes owners, directors, officers, and managing agents personally liable for their company's wage and hour violations, such as failing to pay minimum wage, overtime, or required breaks.

Mr. Urbina intends to file a civil lawsuit on behalf of himself and all other similarly-situated individuals against the Employers to recover wages and statutory penalties under California statutes and regulations.

November 7, 25

Page 2 of 14

This Notice Letter shall also serve to provide notice for any other aggrieved employees of the Employers subsequently named in the civil action through amendment (*i.e.*, any later-joined co-plaintiffs). Additionally, our client(s) intend to seek recovery of all available civil penalties under the Private Attorneys General Act (“PAGA”). This correspondence is being sent, pursuant to the provisions of California Labor Code § 2699.3, in order to allow Plaintiff, on behalf of himself and all other similarly-situated individuals, to collect the civil penalties associated with the violations of the following statutes and regulations in his civil lawsuit against the Employers.

BACKGROUND

These are the facts as we presently understand them, as matters pertain to Plaintiff and the putative and/or representative class of workers Plaintiff intends to represent – *i.e.*: ***All current and former non-exempt employees of Employers who have worked in California during the statutory period preceding the date of this letter or the initiation of litigation, whichever date is sooner (herein, the “Putative Class”).*** It is our understanding at present that Plaintiff personally experienced the violations set forth herein.

The above-referenced Employers operate at least three restaurant locations within Ventura County, California, under the “Luv N Eat” moniker used via various fictitious business name filings. The indispensable backbone of the Employers’ restaurants – Luv N Eat Thai Cuisine; Luv N Eat Thai Cuisine Moorpark; and Luv N Eat Ramen – are the non-exempt servers, cooks, wait staff and other hourly workers that make the food, wait on the customers, and keep the restaurants functioning and operational.

Plaintiff worked for the Company as a non-exempt employee during the relevant period, serving customers and assisting with restaurant operations. Regrettably, during his employment, Plaintiff was not properly paid for all regular, overtime, and double-time hours worked, and was not provided with legally-compliant rest or meal periods. Further, he was required to remain “on call” for the employer; was subjected to reporting obligations without proper reporting time pay; was subjected to split-shift work, without proper split-shift pay; and was required to perform work tasks “off the clock” for the Company. Plaintiff also received his paychecks late, on a frequent basis. He was not, by all accounts, provided with mandatory California Paid Sick Leave. His and other workers’ tip earnings were improperly taken or “skimmed” by management.

On information and belief, the Plaintiff’s time entries in the Company’s time keeping system for the workers were altered, in a fashion that was designed to reduce the amount of pay he received (*i.e.*, unlawful “time shaving” by the Employers). Plaintiff was not reimbursed for business expenses incurred, such as for use of his personal cell phone for communication and contact by the managers and owners. Defendant also failed to provide Plaintiff with accurate itemized wage statements as required by law.

November 7, 25

Page 3 of 14

When Plaintiff's employment concluded, he was not provided with all minimum, regular, overtime, double-time, and other forms of compensation due and owing.

THE LAW

The actions of the Company, described above, violate California law in a number of ways.

A. Failure to Pay Minimum, Regular, Overtime, and Double-Time Wages.

California's Wage Orders provide, in relevant part, that "Every employer shall pay to each employee, on the established payday for the period, 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." (*E.g.* Wage Order 15-2001, at § (4)(B)). "Hours worked" is defined in subdivision 2(H) of the wage order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." (*Id.*, at § (2)(H)). Thus, the obligation to pay minimum wages attaches to each and every separate hour worked during the payroll period. California Labor Code section 1194 further codifies the minimum wage obligations of employers.

Similarly, Labor Code section 510 requires overtime pay for any work over eight hours in one workday, over 40 hours in one workweek, or on the seventh day of work in one workweek, and provides for double-time pay for any work over twelve hours in one workday, or in excess of eight hours on the seventh day of work in one workweek, although some employees fall into established exemptions from overtime pay.

Under the California Labor Code, and based on the facts of the employment, Plaintiff will seek to recover unpaid minimum, regular, overtime and double-time wages owed; and, he will be entitled to recover his reasonable attorneys' fees and costs against the Company. Cal. Labor Code §§ 218.5, 2699(g). Statutory interest also is accruing on all of the unpaid wages at the rate of ten percent (10%) per year. Cal. Labor Code § 218.6. This recovery also will include tip wages that the Employers unlawfully took or "skimmed;" as well as time that was "shaved" by virtue of alterations to the Plaintiff's time punch entries. It also will include off-the-clock work performed by the Plaintiff; for example, even on his day off, management would contact him via cell phone to perform work tasks or to assist the kitchen staff with issues.

B. Meal and Rest Break Violations.

Section 226.7 of the Labor Code provides that employers cannot require employees to work during breaks mandated by an order of the Industrial Welfare Commission. The IWC, in turn, has mandated in Section 12(A) of the Wage Orders, that every employer shall authorize and

November 7, 25

Page 4 of 14

permit all employees to take rest periods at the rate of ten minutes per four hours worked in the middle of each work period. All such rest periods must be separately compensated.

During Plaintiff's employment, Plaintiff was not "provided" with compliant rest periods; however, the Company knowingly and intentionally failed to remit payment for rest periods as mandated by the IWC Wage Order(s).

Both Labor Code Section 226.7 and the IWC Wage Orders require that if an employer fails to provide an employee a rest period in accordance with a state law or order of the IWC, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Section 226.7's "regular rate" of compensation is not limited to Plaintiff's base rate of compensation, but includes other forms of qualifying compensation, such as their piece-rate pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th 542, 554 (2018).

During Plaintiff's employment, the Employers failed to provide Plaintiff the additional hour of pay at his regular rate of pay as required under Labor Code §§ 226.7 and 512. Under the California Labor Code, Plaintiff will be entitled to recover his reasonable attorney's fees and costs against the Company. Cal. Labor Code §§ 218.5, 2699(g). Statutory interest also is accruing on all of the unpaid wages at the rate of ten percent (10%) per year. Cal. Labor Code § 218.6.

Section 512 of the Labor Code similarly requires that an employer may not employ any employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, and for a work period of more than 10 hours without a *second* meal period of not less than 30 minutes.

Section 226.7 of the Labor Code mandates that if an employer fails to provide an employee with a compliant meal period, it shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

During Plaintiff's employment, Defendants knowingly and intentionally failed to provide compliant meal periods. Further, Defendants failed to pay Plaintiff one additional hour of pay at his "regular rate" of compensation for each workday a compliant meal break, or second meal break, was not provided.

C. Wage Statement Violations.

Labor Code section 226, subdivision (a), requires a California employer to include very specific information on an employee's paycheck stub. The required information includes, among other things, accurate figures for the gross wages earned, total hours worked, and all applicable

November 7, 25

Page 5 of 14

hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Defendants thus have violated Labor Code § 226 by failing to accurately report gross and net wages earned, and total hours worked by the Plaintiff. Because of the inaccurate wage statements, Plaintiff has been harmed because his wages owed and hours worked were not properly indicated, and Plaintiff could not promptly and easily determine from the wage statement alone the correct amount of wages owed during each pay period.

D. Failure to Pay Reporting Time Pay, Split-Shift Premiums.

Relevant to this action, the language of the IWC Wage Order(s), at §5(A), relates that each workday an employee is required to report to work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event less than two (2) hours, nor more than four (4) hours at the employee's regular rate of pay, which shall not be less than the minimum wage. Section 5(B) relates, "If an employee is required to report for work a second time in any one workday and is furnished less than two hours of work on the second reporting, said employee shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the minimum wage."

In *Ward v. Tilly's*, the Court of Appeal held that, for purposes of triggering reporting time pay obligations to a worker, the "an employee need not necessarily physically appear at the workplace to 'report for work.' Instead, 'report[ing] for work' within the meaning of the wage order is best understood as presenting oneself as ordered." *Ward v. Tilly's, Inc.*, 31 Cal. App. 5th 1167, 1185 (2019).

Similarly, California employers must pay a split-shift premium for "split shifts," which are work schedules interrupted by an employer-mandated, non-working period longer than a meal break. Employees are entitled to one extra hour of pay at the state or local minimum wage, whichever is higher.

In this matter Plaintiff and the putative class are owed reporting time wages and/or split-shift premiums, because the Employers routinely scheduled workers like the Plaintiff to have their workday split up, or had the workers "report in" to cover shifts on an as needed basis, all without proper pay. Often, Plaintiff was required to report to work for a second shift, but was presented with less than two (2) hours of working time (or less than one half of the usual shift). During the statutory period, these events did occur but the Plaintiff and the putative class were not paid the proper reporting-time payments or split-shift premiums.

November 7, 25

Page 6 of 14

E. Section 203 “Waiting Time” Penalties.

Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, the wages of an employee who is discharged or who quits, the wages of such employee shall continue as a penalty for the due date thereof at the same rate until paid, up to 30 days. Plaintiff will be able to recover this penalty under section 203 since he has yet to receive all wages owed under the theories set forth above.

The purpose of this statute is to make sure that employers provide prompt payment of wages. *See Triad Data Services, Inc. v. Jackson* (1984) 153 Cal.App.3d Supp. 1. Further, the term “willful,” as used in Labor Code section 203, does not mean that refusal to pay wages must necessarily be based on a deliberate evil purpose to defraud workers of wages which the employer knows to be due. Such term, in its ordinary use, merely means that one intentionally fails or refuses to perform an act required by law.

F. Other Statutory Violations.

Plaintiff utilized his personal cell phone for work tasks, but was not reimbursed therefor. California *Labor Code* sections 2800 and 2802 require that employers indemnify employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties. *Cal. Lab. Code* §§ 2800 & 2802. Pursuant to *Labor Code* section 2802, an employee is entitled to interest and attorneys’ fees incurred to enforce this right. Further, in *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014), the California Court of Appeals held that, “to show liability under section 2802, an employee need only show that he or she was required to use a personal cell phone to make work-related calls, and he or she was not reimbursed.”

The Company has not paid those employees who have left its employment all wages due, as required pursuant to Labor Code §§ 201 and 202. Consequently, the Company owes them statutory penalties pursuant to Labor Code § 203. Plaintiff believes that there have been more than 30 employees in California who were subjected to the same illegal actions.

The Employers herein also failed to comply with California’s Paid Sick Leave (PSL) law, also known as the “Healthy Workplaces, Healthy Families Act of 2014.” Specifically, Plaintiff and other aggrieved employees were entitled to receive at least 40 hours or five days off each year as paid sick leave. Employers must also show how many days of sick leave a worker has available on his or her pay stub, or on a separate document issued the same day as each paycheck. *See*, Cal. Labor Code § 246 et seq. Violation of these requirements gives rise to a claim for civil penalties under a PAGA claim. *See* Labor Code § 248.5; *Wood v. Kaiser Foundation Hospitals* (Cal. App. 4th Dist. 2023), 88 Cal. App. 5th 742. It is alleged that the Company failed to properly provide these PSL

wages to its workers, and also that Employers failed to properly account for them in the itemized wage statements or separate documentation as required by statute.

Plaintiff will seek wages and statutory penalties against Employers for these violations. Penalties sought arise from any and all claims for (i) alleged violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 219, 245, 246, 248.5, 510, 512, 558, 1194, 1198, and 2802, including but not limited to, (i) failure to pay employees all minimum, regular, reporting time, split-shift, overtime, and/or double-time wages due based on all hours worked, including off-the-clock and on-call work; (ii) alleged violations of California Labor Code § 226, including, but not limited to, failure to provide accurate wage statements; (iii) alleged violations of California Labor Code §§ 201-203, and 210, including, but not limited to, failure to timely pay wages, timely pay final wages, or pay penalties on untimely final wages; (iv) failure to pay all meal and rest period premiums owed, and at the proper rate; (v) alleged violation of California Business and Professions Code § 17200 *et seq.* based on underlying violations of the California Labor Code as identified herein at (i) through (iv), (vi) failure to reimburse expenses; and (vii) alleged violations of California Labor Code § 2698 *et seq.* based on derivative violations of the Labor Code, including but not limited to Labor Code §§ 201, 202, 203, 204, 210, 219, 226, , 226.7, 510, 512, 558, 1194, 1194.2, 1194.3, 1197.1 and 1198; and the IWC Wage Orders.

PAGA CIVIL PENALTIES

1. Statutory and Regulatory Violations

Labor Code § 1194 provides that, notwithstanding any agreement to work for a lesser wage, “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code § 510 requires employers to pay nonexempt workers overtime premium wages when they work more than eight hours in one day or over forty hours in one week, and for the first eight hours worked on the seventh straight day of work in a single workweek. This statute also requires employers to pay nonexempt workers double-time premium wages when they work more than 12 hours in one workday and for all hours worked in excess of eight on the seventh straight day of work in one workweek.

In this matter, it is alleged that the Company intentionally denied the Putative Class wages that should have been paid and violated California *Labor Code* §§ 1194, 510, and the applicable IWC Wage Order(s), all as set forth above. This includes off-the-clock work, as well as on-call shifts. To the extent that reporting time pay or split-shift pay is owed, at the regular or overtime rate, that also is sought from the Company.

November 7, 25

Page 8 of 14

Labor Code § 201 requires immediate payment of all wages owed at the termination of employment. It is believed that within the last year, the Company's employees in California have been terminated and have not received their overtime or double-time wages owed at their termination.

Labor Code § 202 requires payment of all wages owed within 72 hours of the resignation of an employee, unless the employee gives more than 72 hours' notice, in which case wages are owed at the employee's resignation. It is believed that within the last year, the Company employees in California have resigned and have not received their overtime or double-time wages owed in a timely fashion as required by Labor Code § 202.

Labor Code § 204 sets timetables for when wages are due each pay period. In effect, most wages earned during a pay period must be paid at the conclusion of that pay period or the conclusion of the next pay period (in the case of wages earned for labor in excess of the normal work period). Here, wages were owed each pay period in which individuals worked compensable hours, and yet the Company did not timely pay them the earned wages in the correct amounts.

California Labor Code § 210 allows employees to sue employers for penalties when wages are paid late. Penalties for a first-time violation are \$100 for each employee, while subsequent or willful violations incur a \$200 penalty plus 25% of the unlawfully withheld amount. Labor Code § 210 establishes a civil penalty for violations of Labor Code § 204. Every person who fails to pay the wages of each employee as provided in § 204 shall be subject to a civil penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; and
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

As it is alleged that the Company violated Labor Code § 204, Plaintiff will, on behalf of the Putative Class, seek the civil penalties available under Labor Code § 210.

Labor Code § 219 provides that an employer may not circumvent by way of private agreement the requirements of the wage-and-hour laws of the Labor Code. To the extent that the Company has promulgated wage-and-hour policies that do not comply with California law, or that the Company will argue that Plaintiff and Putative Class members agreed to work off-the-clock or on-call for no pay, or at less than the minimum wage, the Company will have violated Labor Code § 219.

Labor Code § 226, subdivision (a) requires employers to put specific, accurate information on their employees' paycheck stubs. This information includes *inter alia* the actual number of

November 7, 25

Page 9 of 14

hours worked and the applicable and lawful rates of pay. The Company failed to include necessary information on Plaintiff's paycheck stubs by failing to pay the correct total amounts of wages or indicate the total hours worked, and it is believed that the violation of Labor Code § 226, subdivision (a) extends to all other Putative Class members.

Labor Code § 226.7, sub§ (a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission." In the case at bar, Plaintiff and the putative class were deprived of compliant meal and rest periods, as discussed above.

Labor Code section 512 provides that no employer shall employ an employee for a work period of more than five (5) hours without a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. An employer's duty with respect to meal breaks is an obligation to provide a meal period to its employees. The employer satisfies this obligation if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them from doing so. *Brinker Rest. Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). However, Plaintiff and their fellow employees were not actually provided with all duty-free, uninterrupted 30-minute meal periods as the law requires. After all, Plaintiff and the putative class members remained constantly "tethered" by device to their duties. Thus, by not paying Plaintiff and the putative class for their meal periods, and by not providing them, Defendants have violated California law.

Labor Code § 1194(a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to receive in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. To the extent that the Company will argue that the employees agreed to work for some alternative fee, and/or failed to pay minimum wages to Plaintiff, the Company will have violated Labor Code § 1194(a).

Labor Code § 1198 provides that the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful. To the extent the Company made Plaintiffs work beyond the maximum hours of work and standard conditions fixed by the Labor Commission, and failed to remit lawful payment for those hours, the Company will have violated Labor Code § 1198.

California law relates that each workday an employee is required to report to work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled

November 7, 25

Page 10 of 14

day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event less than two (2) hours, nor more than four (4) hours at the employee's regular rate of pay, which shall not be less than the minimum wage. Section 5(B) of the Wage Order relates, "If an employee is required to report for work a second time in any one workday and is furnished less than two hours of work on the second reporting, said employee shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the minimum wage." In *Ward v. Tilly's*, the Court of Appeal held that, for purposes of triggering reporting time pay obligations to a worker, the "an employee need not necessarily physically appear at the workplace to 'report for work.' Instead, 'report[ing] for work' within the meaning of the wage order is best understood as presenting oneself as ordered." *Ward v. Tilly's, Inc.*, 31 Cal. App. 5th 1167, 1185 (2019). Thus, in this matter Plaintiff and the putative class are owed reporting time wages in the circumstances when she/class members were contacted telephonically (or via text/SMS/app-based messaging) to work, by the Defendants, but were presented with less than two (2) hours of working time or less than one half of their usual shift. During the statutory period, these events did occur but the Plaintiff and the putative class were not paid the proper reporting-time payments.

2. Civil Penalties Sought

Labor Code § 201 requires immediate payment of all wages owed at the termination of employment. It is believed that within the last three (3) years, the Company's employees in California have been terminated and have not received all wages owed at their termination. There is no civil penalty associated with violation of § 201, but Plaintiff (and/or any later-joined plaintiffs) intends to pursue civil penalties on behalf of himself and all others similarly-situated under Labor Code § 2699, subd. (f).

Labor Code § 202 requires payment of all wages owed within 72 hours of the resignation of an employee, unless the employee gives more than 72-hours notice, in which case wages are owed at the employee's resignation. It is believed that within the last three (3) years, Company employees in California have resigned and have not received all regular and premium pay owed in a timely fashion after their resignation. There is no civil penalty associated with violation of § 202, but Plaintiff (and/or any later-joined plaintiffs) intends to pursue civil penalties on behalf of themselves and all others similarly-situated under Labor Code § 2699, subd. (f).

Labor Code § 203 establishes a statutory penalty for willful violations of Labor Code §§ 201 or 202. There has been a willful violation of Labor Code § 201 and 202 because the Company cannot hide behind its ignorance of the California's wage and hour laws. Further evidence of the Employers' willful disregard for Labor Code §§ 201 and 202 is likely to be adduced at trial. Plaintiff (and/or any later-joined plaintiffs) intends to pursue civil penalties on behalf of himself and all others similarly-situated under Labor Code § 256.

November 7, 25

Page 11 of 14

Labor Code § 204 makes wages due no less frequently than twice a month for non-exempt employees for work performed each pay period. The Company has violated § 204 with respect to Plaintiffs' and their similarly-situated coworkers by not paying them all wages due for work performed each pay period. Plaintiff intends to pursue civil penalties on behalf of himself and all other similarly-situated under Labor Code § 210.

Labor Code § 210 establishes a civil penalty for violations of Labor Code § 204. Every person who fails to pay the wages of each employee as provided in § 204 shall be subject to a civil penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; and
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

As it is alleged that the Company violated Labor Code § 204, Plaintiff will, on behalf of the Putative Class, seek the civil penalties available under Labor Code § 210.

Labor Code § 219 provides that an employer may not circumvent by way of private agreement the requirements of the wage-and-hour laws of the Labor Code. To the extent that the Company will argue that these employees were subject to any "agreement" to work off the clock, without proper first or second meals, or on call without any pay or for less than minimum wages, the Company will have violated Labor Code § 219. There is no civil penalty associated with violation of § 219, but Plaintiff intends to pursue civil penalties on behalf of himself and all others similarly-situated under Labor Code § 2699, subd. (f).

Labor Code § 226 subdivision (a), requires a California employer to include very specific information on an employee's paycheck stub. The required information includes the proper number of regular and overtime hours worked and the correct rates of pay. Lab. Code § 226(a). Subdivision (e) sets forth statutory penalties for the violation of § 226(a). Plaintiff intends to bring suit to recover said penalties on behalf of himself and all others similarly-situated.

Labor Code § 226.3 sets forth civil penalties for violation of § 226, subdivision (a). Plaintiff intends to seek said penalties against Defendants on behalf of themselves and all other similarly-situated employees for violation of § 226, subdivision (a).

Labor Code § 226.7, subd. (a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission." There is no civil penalty associated with violation of § 226.7, but Plaintiff intends to

November 7, 25

Page 12 of 14

pursue civil penalties on behalf of himself and all others similarly-situated under Labor Code § 2699, subd. (f).

Plaintiff and other aggrieved employees were entitled to receive at least 40 hours or five days off each year as paid sick leave. Employers must also show how many days of sick leave a worker has available on his or her pay stub, or on a separate document issued the same day as each paycheck. *See, Cal. Labor Code § 246 et seq.* Violation of these requirements gives rise to a claim for civil penalties under a PAGA claim. *See Labor Code § 248.5; Wood v. Kaiser Foundation Hospitals* (Cal. App. 4th Dist. 2023), 88 Cal. App. 5th 742.

Labor Code § 512 provides that no employer shall employ an employee for a work period of more than five (5) hours without a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. It is alleged herein that Plaintiff and other employees were not provided with all requisite meal periods as required under the law. As it is alleged that the Company violated Labor Code § 512, Plaintiff will seek the civil penalties available under Labor Code § 558.

Labor Code § 1197 requires that employers may not pay less than the mandated minimum wage. The Company violated § 1197 by not paying Plaintiffs and their similarly-situated coworkers at least the minimum wage for all hours worked. The civil penalty for violations of § 1197 is enumerated in Labor Code § 1197.1. Plaintiffs intend to seek said penalties against the Company on behalf of himself and all other similarly-situated employees for violations of § 1197.

The IWC Wage Orders require that an employer properly pay employees reporting time pay or split-shift pay, in situations where they are required to “report” to work but are not provided with a sufficient length of shift or when workdays are “split” up. Here, in addition to the civil penalties for wages owed, while there is no civil penalty directly associated with violation of the Wage Order sections on reporting time or split-shift premiums, Plaintiff intends to pursue civil penalties on behalf of himself and all others similarly-situated under Labor Code § 2699, subd. (f).

Finally, as noted in the case of *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal. App. 4th 1112 (2012), the PAGA civil penalty under Labor Code § 558 includes, “[f]or each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” *See Thurman v. Bayshore Transit Mgmt., Inc., supra.* Pursuant to § 558, Plaintiffs seek civil penalties equal to the amount of underpaid wages to all aggrieved employees in this matter.

November 7, 25

Page 13 of 14

Labor Code § 2802 requires that an employer reimburse an employee for business expenses incurred. Here, Employers did not reimburse Plaintiff and the aggrieved employees for work-related expenses, as required by law.

Labor Code § 2699 provides for a civil penalty for the violation of Labor Code §s that lack a civil penalty provision of their own. The civil penalty is as follows: “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.” Plaintiffs allege that the Company has potentially violated the following civil-penalty-less Labor Code sections: 201, 202, and 203, 246, 248.5, 2802.

The IWC Wage Orders also provide for a civil penalty to be assessed against an employer who violates their provisions. Section 20 thereof states, in relevant part:

- (A) In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty of:
 - (1) Initial Violation — \$50.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages.
 - (2) Subsequent Violations — \$100.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to an amount which is sufficient to recover unpaid wages.

Plaintiff will seek, on behalf of himself and all other similarly-situated individuals, this additional civil penalty against the Company for its violation of the IWC Wage Order(s), § 3(A), 4 and 5, as well as any additional violation of said Wage Order(s).

Reservation of right to pursue additional civil penalties or add additional representative plaintiffs: Plaintiffs intend to pursue the aforementioned civil penalties for these specific violations of law. However, should any other civil penalties be available by virtue of the Company’s unlawful practices as enumerated herein, or as discovery reveals, Plaintiffs reserve the right to pursue such additional civil penalties. Moreover, should any subsequently-joined co-plaintiffs be added to the litigation, this Notice Letter shall also serve as notice being given by such co-plaintiffs as well.

November 7, 25

Page 14 of 14

CONCLUSION

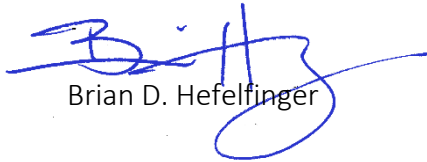
Pursuant to California Labor Code § 2699.5, a violation of the above-cited statutes and regulations may form the basis for a PAGA action against the Company. However, as required by law, aggrieved employees like Mr. Urbina (and any other later-joined co-plaintiff) must first give the Labor and Workplace Development Agency the opportunity to pursue the offending employer before bringing their own PAGA action to collect civil penalties associated with the violation of the above-cited statutes and regulations.

In addition, pursuant to this letter and the enclosures, Plaintiff is complying with the updated requirements for PAGA claims; specifically, this claim notice letter will also be filed online, with copies sent by certified mail to the employer. Tendered herewith is a filing fee of \$75, as required by statute.

Please let me know if your agency intends to investigate the matter. If not, Mr. Urbina intends to pursue his PAGA claims in a civil action, pursuant to law.

Very truly yours,

PALAY HEFELFINGER, APC



Brian D. Hefelfinger

BDH:kmb

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is PALAY HEFELFINGER, APC 1000 Paseo Camarillo, Suite 231, Camarillo, CA 93010. On January 15, 2026, I served the within documents:

• **FIRST AMENDED COMPLAINT**

_____ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Ventura, California addressed as set forth below.

 X by electronically mailing the document(s) listed above to the e-mail address(es) set forth above, or as stated on the attached service list.

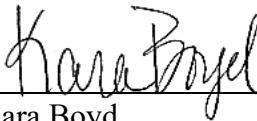
SEE ATTACHED MAILING LIST

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

 X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

_____ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on January 15, 2026, at Ventura, California.



Kara Boyd

1 **Re: Urbina v. TS Company, LLC, et al.**
2 **Case No.: 2025CUOE054460**
3 **Ventura County Superior Court**

4 **MAILING LIST**

5 **SWEENEY MASON LLP**

VIA E-MAIL

6 Christopher J. Olson, Esq.

7 Caitlin E. Kaufman, Esq.

8 983 University Avenue, Suite 104C

9 Los Gatos, CA 95032-7637

10 Ph: (408) 356-3000

11 Email: *colson@smlp.com*

12 *ckaufman@smlp.com*

13 *Attorneys for Defendants*

14 ***TS COMPANY, LLC d/b/a “Luv N Eat Thai Cuisine”;***

15 ***SG COMPANY, LLC d/b/a “Luv N Eat Thai Cuisine***

16 ***Moorpark”;*** ***KBN COMPANY, LLC d/b/a “Luv N Eat***

17 ***Ramen”;*** ***SOMSANIT NAMSAI; BOONLERT***

18 ***TRAKOONSRIMONGKOL; and KANOKKORN***

19 ***SANMANEE***