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November 3, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Angel City Bell LLC; Golden Gate Bell, LLC; and Golden Gate Bell Restaurant Holdings, LLC:
CT Corporation System (C0168406)
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

Agent for Service of Process for Diversified Restaurant Group, LLC:
Diversified Restaurant Group LLC
465 First Street West, 2nd Floor
Sonoma, CA 95476

Re: Alejandro Rufino-Mota v. Angel City Bell LLC; Golden Gate Bell, LLC; and Golden Gate Bell Restaurant Holdings, LLC; Diversified Restaurant Group, LLC

Dear Labor and Workforce Development Agency; Angel City Bell LLC; Diversified Restaurant Group, LLC; Golden Gate Bell, LLC; Golden Gate Bell Restaurant Holdings, LLC:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Angel City Bell LLC; Diversified Restaurant Group, LLC; Golden Gate Bell, LLC Golden Gate Bell Restaurant Holdings, LLC (collectively, "Respondents") and the facts and theories in support of said allegations. This firm represents Alejandro Rufino-Mota ("Claimant"); we hereby notify you that Claimant intends to seek penalties against Respondents under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by Respondents

The specific provisions of the Labor Code allegedly violated by Respondents and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Allegations Against Respondents

Claimant and other aggrieved employees worked for Respondents in California as non-exempt employees. Claimant was employed by Respondents in California within the past year.

During the past year, Respondents failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were not provided with a lawful meal period policy, were interrupted during their meal periods, were required to remain on call during meal periods, were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, and/or their time records were altered to make it look like they received meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Respondents violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay (e.g., excluding bonuses) to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Respondents failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, were not provided with a lawful rest period policy, were discouraged from taking their rest periods, were required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Respondents violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Respondents failed to pay Claimant and other aggrieved employees at least the legal minimum wage and overtime wage for all hours worked (in violation of Labor Code sections 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Respondents' policy and practice of requiring Claimant and aggrieved employees to work off-the-clock (such as while waiting to clock in, continuing to work after clocking out, receiving text messages on her cell phone after work hours), failing to pay wages using the appropriate regular rate of pay (e.g., by excluding bonuses or other incentive pay) or the required minimum wage, failing to use the correct workweek and/or workday definition to calculate overtime, failing to pay reporting time pay when Respondents sent employees home early, and/or failing to pay for all recorded time, among other reasons. Respondents failed to pay Claimant and other aggrieved employees all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of Respondents, such as

personal cell phone use for responding to text messages from management, personal vehicle use, and uniform maintenance costs, among other costs. As such, Respondents violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, Respondents violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements to Claimant and other aggrieved employees that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, and failed to list accurate inclusive dates of the pay period, among other violations.

Respondents violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by Claimant and other aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Respondents violated the Labor Code by failing to properly pay all these wages owed throughout Claimant and other aggrieved employees' employment and following the end of these workers' employment with Respondents due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is a complaint currently pending in court, which further explains the allegations.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC

A handwritten signature in dark ink, appearing to read 'Alex Valle', enclosed within a large, loopy circular flourish.

Alex J. Valle

Enclosure: Class Action Complaint