

DREW LEWIS, PC

2999 Douglas Blvd., Suite 180
Roseville, CA 95661

May 15, 2023

Via Online Submission Only

Labor & Workforce Development Agency
Attention: 2699 Claims
800 Capitol Mall, MIC-55
Sacramento, CA 95814

Labor & Workforce Development Agency
Attention: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via Certified Mail, Return Receipt Requested

Doppio Zero
Attention: Legal
160 Castro St
Mountain View, CA 94041

Gianni Chiloiro
Agent for Service of Process
160 Castro St
Mountain View, CA 94041

Angelo Sannino
160 Castro St
Mountain View, CA 94041

Re: Notice of Labor Code Violations and Demand Pursuant to California Labor Code § 2699 et. seq.

Dear Labor & Workforce Development Agency:

My office represents Roula Arce and Raizel Arce (“Plaintiffs”), and other employees who are similarly situated, on whose behalf Plaintiffs are pursuing claims for Labor Code violations against their former employer, Doppio Zero, Gianni Chiloiro, and Angelo Sannino (collectively “Defendants”). Specifically, Aggrieved Employees shall include, but are not limited to the following: all nonexempt employees who have or continue to work for Defendants in California from one (1) year prior to the filing of this notice to the present. Under the Labor Code Private Attorney’s General Act of 2004 (“PAGA”), the purpose of this letter is to satisfy the requirements of Labor Code section 2699.3 and all other applicable notice and exhaustion requirements. Plaintiffs clearly have standing to bring this PAGA action on behalf of themselves and similarly situated employees pursuant to *Huff v. Securitas Security Services USA, Inc.*, (2018) 23 Cal. App. 5th 745 because they have suffered at least one violation in common with other similarly situated employees.

Under the Labor Code Private Attorney's General Act of 2004 ("PAGA"), the purpose of this letter is to satisfy the requirements of Labor Code section 2699.3 and all other applicable notice and exhaustion requirements.

FACTUAL BACKGROUND

Roula and Raizel began working for Defendants on or around October 2021 and continued working until their constructive terminations in and around June 2022 and December 2022, respectively. Defendant Doppio Zero is a restaurant located in Mountain View and employed Plaintiffs and Aggrieved Employees as Hostesses and Bussers.

Throughout their time working for Defendant, Plaintiffs and Aggrieved Employees endured rest break and meal break violations four or five times each week. Defendants either actively prevented them from taking breaks at the required times, or as a result of staffing shortages, Plaintiffs and Aggrieved Employees were required to work through their breaks to attend to restaurant patrons. Plaintiffs and Aggrieved Employees never signed a waiver and did not receive premiums in place of their missed rest and meal breaks.

On many occasions, Plaintiffs and Aggrieved Employees worked more than eight (8) hours in a day but were not compensated with overtime wages. Defendants clocked Plaintiffs and Aggrieved Employees in and out of their shifts while they were working to avoid having to pay overtime. Plaintiffs are further informed and believe that Aggrieved Employees were also denied overtime compensation for work over eight (8) hours in a day. As a result of this practice, Defendants also violated their obligation to provide accurate paystubs to Plaintiffs and Aggrieved employees. Additionally, Defendants' failure also constituted a violation of its obligation to timely pay wages.

Plaintiffs and Aggrieved Employees were ultimately constructively terminated. In or around June 2022, Roula was forced to quit due to hardship in the workplace. In or around December 2022, Defendants began cutting Raizel's hours until she was no longer on the schedule. Upon the termination of their employment, Plaintiffs were not paid all wages due, including outstanding overtime compensation.

At all times relevant herein, Defendants Gianni Chiloire and Angelo Sannino were the owners and/or managing agents of Doppio Zero and were acting on behalf of Doppio Zero when they violated and caused to be violated the below provisions of the California Labor Code.

ALLEGATIONS AND CLAIMS

Based on the above, our investigation has revealed that Defendants have violated and/or are liable under numerous provisions of California law with respect to the Plaintiffs and Aggrieved Employees, including but not limited to the following sections of the California Labor Code and other minimum standards and conditions of employment as follows:

- **Failure to Pay Overtime (Lab. Code §§ 1194, 510, Wage Order 7)**

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their

regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek.

As stated above, Plaintiffs and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiffs and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Due to Defendants' failure to pay for all compensable travel time, Plaintiffs and Aggrieved Employees were not paid overtime to the extent that a calculation of this time into their total hours would have resulted in them working over eight (8) hours a day or forty (40) hours per week.

- **Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof (Labor Code § 226.7 and Wage Order No. 7 § 11(A))**

Labor Code section 226.7 and Wage Order No. 7, section 11(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiffs and Aggrieved Employees were not authorized and permitted to take all legally compliant rest periods owed to them pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods.

- **Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof (Labor Code §§ 226.7, 512 and Wage Order No. 7, §§ 10(A) and 10(B))**

Labor Code section 226.7 and Wage Order No. 7, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 7, section 11 (B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes. For the reasons stated above, Plaintiffs and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods.

- **Inaccurate Wage Statements (Lab. Code § 226.)**

Labor Code section 226 requires employer to provide pay stubs that accurately reflect, among other things, the total hours worked and proper rate at which those hours are paid. Here, as a result of Defendants' time-fixing, Defendants failed to provide Plaintiffs and Aggrieved Employees with accurate pay stubs.

- **Failure to Pay all Wages During the Pay Period (Lab. Code §§ 204, 210)**

Plaintiffs and Aggrieved Employees were not timely paid all wages owed during their employment due to Defendants' failure to account for, and pay, for all hours worked, as described above.

- **Waiting-Time Penalties (Lab. Code §§ 201-203, 256)**

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

If LWDA chooses not to pursue this matter, please inform this office of your intent not to investigate. On behalf of Plaintiffs and those similarly situated, this office intends to vigorously prosecute the aforementioned Labor Code violations and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Defendants.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Drew Lewis", is positioned above the printed name.

Drew Lewis