SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
5/28/2026 9:11:41 AM
Clerk of the Superior Court
By E. Noriega ,Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
LE PARFAIT GROUP LLC, a Delaware limited liability company; and DOES 1-50, Inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
MARIO GARCIA, on behalf of the State of California in Plaintiff's representative capacity as a private attorney general,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Diego Superior Court
Hall of Justice Courthouse - 330 W. Broadway, San Diego, CA 92101

CASE NUMBER:
(Número del Caso): 26CU029218C

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jean-Claude Lapuyade, Esq. T: (619) 599-8292 JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: *(Fecha)* May 29, 2026 Clerk, by *(Secretario)* E. Noriega E. Noriega , Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

Superior Court of California County of San Diego

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify):*

4. ☐ by personal delivery on *(date)*:

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
John L. Nitti (State Bar #330752)
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Attorneys for PLAINTIFF

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County of San Diego
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Clerk of the Superior Court
By E. Noriega ,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

MARIO GARCIA, on behalf of the State of California in Plaintiff's representative capacity as a private attorney general,

Plaintiff,

v.

LE PARFAIT GROUP LLC, a Delaware limited liability company; and DOES 1-50, Inclusive,

Defendants.

Case No: 26CU029218C

REPRESENTATIVE ACTION COMPLAINT FOR:

1) VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ.]

PLAINTIFF MARIO GARCIA ("PLAINTIFF"), an individual, in PLAINTIFF'S representative capacity and on behalf of PLAINTIFF, the people of the State of California, and as an "aggrieved employee" acting as a private attorney general under the Labor Code Private Attorney General Act of 2004, Section 2699, *et seq.* ("PAGA") only, alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

INTRODUCTION

1. PLAINTIFF brings this action against Defendant LE PARFAIT GROUP LLC ("DEFENDANT") and DOES 1-50, collectively referred to herein as DEFENDANTS ("DEFENDANTS") seeking only to recover PAGA civil penalties on behalf of all current and former aggrieved employees who worked for DEFENDANTS. PLAINTIFF does **not seek to recover anything other than penalties as permitted by California Labor Code Section 2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special damages for those violations, but simply the civil penalties permitted by California Labor Code Section 2699.

2. California has enacted the PAGA which permits PLAINTIFF to bring an action on behalf of PLAINTIFF and on behalf of others for PAGA penalties *only*, which is the precise and sole nature of this action.

3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANTS' violations under PAGA and solely for the relief as permitted by PAGA that is, penalties and any other relief the Court deems proper pursuant to PAGA. Nothing in this complaint should be constructed as attempting to obtain any relief that would not be available in a PAGA- only action.

4. PLAINTIFF brings this representative action pursuant to PAGA on behalf of the Labor and Workforce Development Agency ("LWDA") and other current and former aggrieved employees of DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

6. DEFENDANTS' systematic pattern of wage and hour and Industrial Welfare Commission ("IWC") Wage Order violations toward PLAINTIFF and other aggrieved employees in California include, *inter alia*:

a. Failure to provide compliant meal and rest periods;

b. Failure to allow employees to take duty-free meal and rest periods;

c. Failure to pay all minimum, sick pay, regular and overtime wages;

d. Failure to correctly calculate the regular rate of pay;

e. Failure to pay within seven (7) days of the close of payroll;

f. Failure to pay for all hours worked;

g. Failure to maintain true and accurate records;

h. Failure to reimburse for required business expenses;

i. Failure to provide suitable seating;

j. Failure to provide accurate itemized wage statements; and

k. Failure to timely pay wages due during, and upon termination of employment.

7. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

THE PARTIES

8. Defendant LE PARFAIT GROUP LLC is a Delaware limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

9. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF, by such fictitious names pursuant to California Civil Procedure Code Section 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50, inclusive, when they are ascertained.

10. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the DEFENDANTS, named in this Complaint, are responsible in some manner for one

or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

11. DEFENDANTS were the employer of PLAINTIFF as evidenced by the documents issued to PLAINTIFF and by the company for which PLAINTIFF performed work.

12. PLAINTIFF alleges that at all times relevant herein, DEFENDANTS, and each of them, were the agents, managers joint venturers, joint employers, representatives, servants, employees, successors in interest, predecessors in interest, co-conspirators, and/or assigns of each other, and at all times relevant hereto, where acting the course and scope of their authority as such agents, managers, joint venturers, joint employers, representatives, servants, employees, successors in interest, predecessors in interest, co-conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and/or consent of DEFENDANTS, inclusive of DOES 1 through 50.

13. PLAINTIFF further alleges that DEFENDANTS, and each of them, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of PLAINTIFF and the other AGGRIEVED EMPLOYEES as defined *infra,* so as to make each of the DEFENDANTS joint employers liable under the statutory provisions set forth herein.

14. PLAINTIFF further alleges that DEFENDANTS, and DOES 1 through 25 (hereinafter collectively referred to as "ALTER EGO DEFENDANTS") were the agents, managers, director, majority shareholders, joint venturers, joint employers, representatives, servants, employees, successors in interest, predecessors in interest, co-conspirators, and/or assigns of each other, and that there existed such a unity of interest and ownership among the ALTER EGO DEFENDANTS, such that any individuality or separateness between the entities or individuals has ceased.

15. Consequently, PLAINTIFF herein alleges that the ALTER EGO DEFENDANTS are the alter ego of each other, and that adherence to the fiction of the separate existence of the ALTER EGO DEFENDANTS would permit an abuse of the corporate privilege and would promote

injustice by protecting ALTER EGO DEFENDANTS from liability for the wrongful acts committed by them.

16. PLAINTIFF further alleges that the ALTER EGO DEFENDANTS' various separate corporate entities are used by an individual or individuals, or by another corporation, to accomplish inequitable purposes, including to limit liability for the unlawful acts of the ALTER EGO DEFENDANTS.

17. PLAINTIFF further alleges that there is such a unity of interest and ownership between the ALTER EGO DEFENDANTS' various corporate entities and the individual or individuals, or organization controlling those corporate entities that their separate personalities no longer exist.

18. DEFENDANTS own and operate a French bakery business in California, including in the County of San Diego.

19. PLAINTIFF was employed by DEFENDANTS in California from October of 2024 to November of 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

20. PLAINTIFF, and such persons who may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the PAGA, bring this Representative Action on behalf of the State of California with respect to PLAINTIFF and all individuals who are or previously were employed by DEFENDANTS in California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of March 23, 2025, and the present ("PAGA PERIOD").

21. PLAINTIFF is an "AGGRIEVED EMPLOYEE" within the meaning of Labor Code Section 2699(c) because PLAINTIFF was employed by DEFENDANTS and personally suffered each of the alleged Labor Code violations committed by DEFENDANTS.

22. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code and the applicable IWC Wage Order.

23. Each of the fictitiously named defendants participated in the acts alleged in this Complaint. The true names and capacities of the Defendants named as DOES 1 THROUGH 50, inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting forth the true names and capacities of these fictitiously named Defendants when their true names are ascertained. PLAINTIFF is informed and believes, and on that basis alleges, that each of the fictitious Defendants have participated in the acts alleged in this Complaint.

24. DEFENDANTS, including DOES 1 THROUGH 50, were PLAINTIFF'S employers or persons acting on behalf of PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the IWC and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code Section 558, at all relevant times.

25. DEFENDANTS were PLAINTIFF'S employer or persons acting on behalf of PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person, within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

JURISDICTION AND VENUE

26. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business and Professions Code, Section 17203. This Court has jurisdiction over AGGRIEVED EMPLOYEES' claims for civil penalties under the Private Attorney General Act of 2004, California Labor Code Section 2698, *et seq*.

27. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times maintained offices and facilities in this County and/or conduct substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

/ / /

THE CONDUCT

28. In violation of the applicable sections of the California Labor Code and the requirements of the IWC Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all time worked, failed to compensate PLAINTIFF and AGGRIEVED EMPLOYEES for off-the-clock work, failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and AGGRIEVED EMPLOYEES meal rest premiums at the regular rate, failed to reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES for business expenses, and knowingly and intentionally failed to issue to PLAINTIFF and AGGRIEVED EMPLOYEES accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

A. Meal Period Violations

29. Pursuant to the IWC Wage Orders, DEFENDANTS were required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the PAGA PERIOD, DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying them for all the time they were under DEFENDANTS' control. Specifically, DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF'S off-duty meal break. Indeed, there were many days when PLAINTIFF did not even receive a partial lunch.

As a result, the PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANTS' business records.

30. During the PAGA PERIOD, as a result of their rigorous work schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time required to perform work as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break. Further, from time to time DEFENDANTS failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which DEFENDANTS require these employees to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, PLAINTIFF and other AGGRIEVED EMPLOYEES were, from time to time, required to remain on duty and on call. DEFENDANTS' failure to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with legally required meal breaks is evidenced by DEFENDANTS' business records. PLAINTIFF and AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

B. <u>Rest Period Violations</u>

31. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, denied from time to time a first and second rest period of at least ten (10) minutes for

some shifts worked of between six (6) and eight (8) hours, and denied from time to time a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, PLAINTIFF and other AGGRIEVED EMPLOYEES were, from time to time, required to remain on premises, on duty and/or on call. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

C. <u>Unreimbursed Business Expenses</u>

32. DEFENDANTS as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses incurred by the PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

33. In the course of their employment, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to incur personal expenses as a result of and in furtherance of their job duties for the maintenance of their work uniforms. Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were required to maintain their uniforms in order to perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES for the personal expenses incurred for the maintenance of their work uniforms. As a result, in the course of their employment with DEFENDANTS, the PLAINTIFF and other AGGRIEVED EMPLOYEES incurred unreimbursed business expenses that included, but

were not limited to, costs related to the maintenance of their work uniforms, all on behalf of and for the benefit of DEFENDANTS.

D. <u>Wage Statement Violations</u>

34. California Labor Code Section 226 requires an employer to furnish its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's 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.

35. From time to time during the PAGA PERIOD, when PLAINTIFF and other AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods.

36. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements that comply with California Labor Code Section 226(a)(1)-(9).

37. As a result, DEFENDANTS issued PLAINTIFF and AGGRIEVED EMPLOYEES with wage statements that violate California Labor Code Section 226. Further, DEFENDANTS' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

/ / /

E. <u>Unpaid Wages for Off-the-Clock Work Resulting in Wage Violations</u>

38. During the PAGA PERIOD, from time to time DEFENDANTS failed and continue to fail to accurately pay PLAINTIFF and AGGRIEVED EMPLOYEES for all hours worked.

39. During the PAGA PERIOD, from time to time DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work. This resulted in PLAINTIFF and AGGRIEVED EMPLOYEES having to work while off-the-clock.

40. DEFENDANTS directed and directly benefited from the undercompensated off-the-clock work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

41. DEFENDANTS controlled the work schedules, duties, protocols, applications, assignments, and employment conditions of PLAINTIFF and AGGRIEVED EMPLOYEES.

42. DEFENDANTS were able to track the amount of time PLAINTIFF and AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document, track, or pay PLAINTIFF and AGGRIEVED EMPLOYEES all wages earned and owed for all the work they performed.

43. PLAINTIFF and AGGRIEVED EMPLOYEES were non-exempt employees, subject to the requirements of the California Labor Code.

44. DEFENDANTS' policies and practices deprived PLAINTIFF and the other AGGRIEVED EMPLOYEES of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because PLAINTIFF and AGGRIEVED EMPLOYEES typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

45. Further, during the PAGA Period, PLAINTIFF and AGGRIEVED EMPLOYEES' unpaid wages from off the clock work resulted in miscalculated wage rates.

46. DEFENDANTS knew or should have known that PLAINTIFF and AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

47. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit for the time spent working while off-the-clock. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF

and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

F. Sick Pay Violations

48. California Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, DEFENDANTS failed to have a policy or practice in place that provided PLAINTIFF and AGGRIEVED EMPLOYEES with sick days and/or paid sick leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to provide and allow employees to use at least forty hours or five days of paid sick leave per year.

49. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF and AGGRIEVED EMPLOYEES with wage statements setting forth the amount of paid sick leave available.

G. Violations for Untimely Payment of Wages

50. Pursuant to California Labor Code section 204, PLAINTIFF and the AGGRIEVED EMPLOYEES were entitled to timely payment of wages during their employment. PLAINTIFF and the AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period.

51. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." PLAINTIFF and the AGGRIEVED

EMPLOYEES were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. Further, DEFENDANTS' violations are willful and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

52. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose employment ended during the PAGA PERIOD.

H. Unlawful Deductions

53. DEFENDANTS, from time to time unlawfully deducted wages from PLAINTIFF and AGGRIEVED EMPLOYEES' pay without explanations and without authorization to do so or notice to PLAINTIFF and the AGGRIEVED EMPLOYEES. As a result, DEFENDANTS violated Labor Code Section 221.

I. Unlawful Rounding Practices

54. During the PAGA PERIOD, DEFENDANTS did not have in place an immutable timekeeping system to accurately record and pay PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual time these employees worked each day, including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted in PLAINTIFF and AGGRIEVED EMPLOYEES being undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and AGGRIEVED EMPLOYEES in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

55. Further, the mutability of DEFENDANTS' timekeeping system and unlawful rounding policy and practice resulted in PLAINTIFF and AGGRIEVED EMPLOYEES' time being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding policy

and practice caused PLAINTIFF and AGGRIEVED EMPLOYEES to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break.

J. <u>Timekeeping Manipulation</u>

56. During the PAGA PERIOD, DEFENDANTS, from time to time, did not have an immutable timekeeping system to accurately record and pay PLAINTIFF and AGGRIEVED EMPLOYEES for the actual time PLAINTIFF and AGGRIEVED EMPLOYEES worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, DEFENDANTS was able to and did in fact, unlawfully, and unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and AGGRIEVED EMPLOYEES in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest break.

57. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES, from time to time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

58. The mutability of the timekeeping system also allowed DEFENDANTS to alter employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS' timekeeping system so as to create the appearance that PLAINTIFF and AGGRIEVED EMPLOYEES clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks.

59. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit for the time DEFENDANTS' timekeeping system was inoperable. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

/ / /

K. Reporting Time Violations

60. Further, DEFENDANTS from time to time required PLAINTIFF and AGGRIEVED EMPLOYEES to report to work but were furnished less than half their scheduled shift's worth of work and were not paid reporting time pay as required by Cal. Code Regs., tit. 8 § 11040, subdivision(A). Specifically, Subdivision 5(A) states, "(A) Each workday an employee is required to report for 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 for 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." In addition, when DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to engage in additional work, this sometimes resulted in a second reporting for work in a single workday. In such a circumstance of a second reporting for work in a single workday, DEFENDANTS failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8 § 11040. Subdivision 5(B) states: "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

L. Suitable Seating Violations

61. PLAINTIFF further alleges that the counters in DEFENDANTS' workplace provide ample space at work stations to allow for the presence and use of a stool or seat by DEFENDANTS' employees during the performance of their work duties. DEFENDANTS' employees' working at DEFENDANTS' facilities spend a very substantial portion, and, in many workdays, the vast majority of their working time with DEFENDANTS' customers. The nature of the position can reasonably be accomplished while using a seat/stool.

62. In violation of the applicable sections of the California Labor Code and the requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of company policy, practice and procedure, intentionally, knowingly

and systematically failed to provide PLAINTIFF and the other AGGRIEVED EMPLOYEES suitable seating when the nature of these employees' work reasonably permitted sitting.

63. DEFENDANTS knew or should have known that PLAINTIFF and other AGGRIEVED EMPLOYEES were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that DEFENDANTS did not provide suitable seating and/or did not allow them to sit when it did not interfere with the performance of their duties. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED EMPLOYEES, DEFENDANTS violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by failing to provide suitable seats.

M. <u>Tip Pooling</u>

64. During the PAGA PERIOD, pursuant to DEFENDANTS' company policies and practices, PLAINTIFF and AGGRIEVED EMPLOYEES were forced to forfeit gratuities left for them by customers to DEFENDANTS' agents who provided no service to the customers that resulted in the gratuity. DEFENDANTS routinely added gratuity tips and service charges to its food and beverage bills. These gratuities and service charges reasonably appear to be gratuities for the service staff. It is typical and customary in the food and beverage industry that establishments impose gratuity charges on the food and beverage bill. Thus, when customers paid these charges, it is reasonable for them to have believed they were gratuities to be paid to the service staff. Indeed, because many of these charges are depicted to customers, and the custom in the food and beverage industry that gratuities are paid for food and beverage service, customers paid these charges reasonably believing they were remitted to the service staff. However, DEFENDANTS have not remitted the total proceeds of these gratuities to the non-managerial employees who serve the food and beverages. Instead, DEFENDANTS have a policy and practice of using a portion of these gratuities to pay managers or other non-service employees. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES have not received the total proceeds of the gratuities, to which they are entitled to under California law.

65. DEFENDANTS are generally in the business of owning and operating a restaurant. During the PAGA PERIOD, PLAINTIFF and AGGRIEVED EMPLOYEES were in the "chain of

service" and earned gratuities based on their service for their customers. However, PLAINTIFF and AGGRIEVED EMPLOYEES were forced to forfeit portions of their gratuities, which said gratuities were kept by DEFENDANTS' employees who were not in the chain of service from which the gratuity resulted. PLAINTIFF and AGGRIEVED EMPLOYEES contend that any gratuities kept by DEFENDANTS' non-service employees were illegal and in violation of California law because PLAINTIFF and AGGRIEVED EMPLOYEES provided the service for to whom the gratuity should have been paid.

66. California Labor Code section 351 establishes the requirements for an employer regarding the payment of gratuities. Specifically, gratuities are the sole property of the employees. California Labor Code section 351 expressly prohibits employers and their agents from collecting, taking, or receiving any portion of a gratuity. California Labor Code section 350(e) defines the term "gratuity" as including any money that has been paid or given or left for an employee by a patron of a business over and above the actual amount due the business for services rendered or for goods, food, drink or articles sold or served to such patron. Labor Code section 353 requires employers to keep accurate records of all gratuities they receive, directly or indirectly.

67. Although tip pooling is not expressly prohibited by the Labor Code, employees who mandate tip pooling must only distribute pooled tips to employees in the "chain of service." By distributing tips to employees who were not in the "chain of service," DEFENDANTS have violated and continue to violate the legal requirements for handling pooled tips.

68. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take off-duty meal and rest breaks and was not fully relieved of duty for PLAINTIFF'S rest and meal periods. PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to provide PLAINTIFF with a second off-duty meal period each workday in which DEFENDANTS required PLAINTIFF to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF with a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the rest break. DEFENDANTS' policy caused PLAINTIFF to remain on-call and on-duty during what was supposed to be PLAINTIFF'S off-duty meal periods. PLAINTIFF

therefore forfeited meal and rest breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS also failed to reimburse PLAINTIFF for required business expenses related to the personal expenses incurred for PLAINTIFF'S maintenance of work uniforms, on behalf of and in furtherance of PLAINTIFF'S employment with DEFENDANTS. To date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to PLAINTIFF or any penalty wages owed to PLAINTIFF under California Labor Code Section 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or value of $75,000.

<u>FIRST CAUSE OF ACTION</u>

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

(Cal. Lab. Code §§2698 *et seq*.)

(Alleged by PLAINTIFF against all DEFENDANTS)

69. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

70. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

71. At all relevant times, for the reasons described herein and others, PLAINTIFF and the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the meaning of Labor Code Section 2699(c).

72. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like PLAINTIFF, on behalf of PLAINTIFF and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

73. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By certified letter, return receipt requested, dated March 23, 2026, PLAINTIFF gave written notice to the Labor and Workforce Development Agency ("LWDA") and to DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. (See Exhibit #1.)

74. As of the date of this complaint, more than sixty-five (65) days after serving the LWDA with notice of DEFENDANTS' violations, the LWDA has not provided any notice by certified mail of its intent to investigate the DEFENDANTS' alleged violations as mandated by Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section 2699.3(a)(2)(A), PLAINTIFF may commence and is authorized to pursue this cause of action.

75. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS' violations of Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 232, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), in the following amounts:

a. For violation of Labor Code Sections 201, 202, 203, and 204, up to ($200) per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code Section 2699(f)];

b. For violations of Labor Code Section 226(a), a civil penalty in the amount of two hundred fifty dollars ($250) for each AGGRIEVED EMPLOYEE for any initial violation and one thousand dollars for each subsequent violation [penalty per Labor Code Section 226.3];

c. For violations of Labor Code Sections 204, a civil penalty in the amount of one hundred dollars ($100) for each AGGRIEVED EMPLOYEE for any initial violation and two hundred dollars ($200) for AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 210];

d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty in the amount of fifty dollars ($50) for each underpaid AGGRIEVED EMPLOYEE for the initial violation and one hundred dollars ($100) for each underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 558];

e. For violations of Labor Code Section 1174(d), a civil penalty in the amount of five hundred ($500) dollars for each AGGRIEVED EMPLOYEE [penalty per Labor Code Section 1174.5].

f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199, a civil penalty in the amount of one hundred dollars ($100) for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars fifty ($250) for each AGGRIEVED EMPLOYEE per pay period for each subsequent violation [penalty per Labor Code Section 1197.1].

76. For all provisions of the Labor Code for which civil penalty is not specifically provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two hundred dollars ($200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

/ / /

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

1. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Section 2699, *et seq.*;

2. For civil penalties to the extent permitted by law pursuant to the Labor Code under the Private Attorneys General Act; and

3. For such other relief as the Court deems just and proper.

DATED: May 28, 2026

JCL LAW FIRM, APC

By:______________________________
Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF

EXHIBIT A

jcl law firm apc
EMPLOYMENT LAWYERS

5440 Morehouse Drive
Suite 3600
San Diego, CA 92121
619-599-8292
Fax 619-599-8291
Toll-Free 1-888-498-6999

March 23, 2026

<u>Via Online Filing to LWDA and Certified Mail to Defendants</u>
Labor and Workforce Development Agency
Online Filing

LE PARFAIT GROUP LLC
c/o Gary Kornfeld
2067 1st Ave
San Diego, CA 92101
Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2308 6697 88

Re: <u>Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 232, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, Title 8, Section 1 1070(14) (Failure to Provide Seating) and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5</u>

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff Mario Garcia ("Plaintiff") and other aggrieved employees. Plaintiff was employed by Defendant Le Parfait Group LLC and DOES 1-50 ("Defendants") in California from October of 2024 through November of 2025 as a dishwasher and worked at Defendants' commercial kitchen at 4564 Alvarado Canyon Road, Suite G, San Diego, CA 92120. Plaintiff was employed by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants' failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Title 8, Section 1 1070(14) (Failure to Provide Seating). These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.
Plaintiff seeks to represent a group of aggrieved employees defined as any person currently

or formerly employed by Defendants who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former non-exempt employees who performed work for Defendants in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants' control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff's off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants' business records.

During the last year, as a result of their rigorous work schedules and Defendants' inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants' failure to provide Plaintiff and other

Aggrieved Employees with legally required meal breaks is evidenced by Defendants' business records. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants' strict corporate policy and practice.

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants' inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants' managers. For example, on many instances, Plaintiff was not allowed to take his required breaks. The supervisor in charge refused to allow Plaintiff to take his breaks. In fact, it was Defendant's written policy that breaks were at Management's discretion. An excerpt from the Defendants' handbook is below.

REST BREAKS (continued)

These rest breaks are given at Management's discretion according to guest demands.
Team members on rest breaks are to be out of guest sight and not in the way of other team members who are currently working. Team members are **not** allowed to leave Company premises during the paid rest break.

Further, when Plaintiff was allowed to take a break, Defendant remained in control of Plaintiff by not allowing Plaintiff to leave the premises during his break. This control is highlighted in the excerpt above.

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the maintenance of their work uniforms. Specifically, Plaintiff and other Aggrieved

Employees were required to incur personal expenses for the maintenance of their work uniforms in order to perform work related tasks. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the maintenance of their work uniforms. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, the maintenance of their work uniforms, all on behalf of and for the benefit of Defendants. For example, during the pay period of August 7, 2025 to August 20, 2025, Defendants required Plaintiff to perform maintenance of Plaintiff's work uniform. However, as evidenced by the example below, Defendants failed to reimburse Plaintiff for the maintenance of his work uniform.

Pay Statement

Mario Garcia [redacted]

Time Period: Aug 07 - Aug 20 2025
Payment Processing Date: Aug 27, 2025
Payment Date: Aug 29, 2025
Payment Method: Paper Check

Team Member

Mario Garcia [redacted]

Company

Le Parfait Group LLC (DBA: Le Parfait Paris)
[redacted]

Earnings

Description	Rate	Hours	Current	Year to Date
Hourly (CLEANING TEAM)	$18.00	71.64	[redacted]	[redacted]
Overtime hours (CLEANING TEAM)	$27.00	0.01	[redacted]	[redacted]
Sick Time	--	--	--	[redacted]
Gross Earnings			[redacted]	[redacted]

Employee Taxes Withheld

Employee Tax	Current	Year to Date
Social Security Tax	[redacted]	[redacted]
Federal Income Tax	[redacted]	[redacted]
Medicare	[redacted]	[redacted]
California SDI	[redacted]	[redacted]
California State Tax	[redacted]	[redacted]

Summary

Description	Current	Year to Date
Gross Earnings	$1,289.79	[redacted]
Employee Taxes	$211.77	[redacted]
Net Pay	**$1,078.02**	[redacted]

Time Off

Description	Balance
Sick Time	[redacted]

[redacted]

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's 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. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above. For example, as identified in the example below, Defendants issued Plaintiff with wage statements that failed to calculate the total hours worked.

Pay Statement

Mario Garcia [redacted]

Time Period: Aug 07 - Aug 20 2025
Payment Processing Date: Aug 27, 2025
Payment Date: Aug 29, 2025
Payment Method: Paper Check

Team Member
Mario Garcia [redacted]

Company
Le Parfait Group LLC (DBA: Le Parfait Paris)
[redacted]

Earnings

Description	Rate	Hours	Current	Year to Date
Hourly (CLEANING TEAM)	$18.00	71.64	[redacted]	[redacted]
Overtime hours (CLEANING TEAM)	$27.00	0.01	[redacted]	[redacted]
Sick Time	--	--	--	[redacted]
Gross Earnings			[redacted]	[redacted]

Summary

Description	Current	Year to Date
Gross Earnings	$1,289.79	[redacted]
Employee Taxes	$211.77	[redacted]
Net Pay	**$1,078.02**	[redacted]

Time Off

Description	Balance
Sick Time	[redacted]

Employee Taxes Withheld

Employee Tax	Current	Year to Date
Social Security Tax	[redacted]	[redacted]
Federal Income Tax	[redacted]	[redacted]
Medicare	[redacted]	[redacted]
California SDI	[redacted]	[redacted]
California State Tax	[redacted]	[redacted]

[redacted]

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other

Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Reporting Time Violations: During the last year, Defendants from time to time required Plaintiff and Aggrieved Employees to report to work, but were furnished less than half their scheduled shift's worth of work and/or less than two (2) hours of work for a second reporting, and were not paid reporting time pay as required by California Code of Regulations, title 8, section 11040, subdivisions (A) and (B) and the applicable IWC Wage Orders. Subdivision 5(A) states, "(A) Each workday an employee is required to report for 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 for 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." Subdivision 5(B) states: "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage."

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law. For example, as evidenced below, Defendants policy is to pay overtime at 1.5x the regular hourly rate and not 1.5x the regular rate of pay. This policy is seen below.

OVERTIME

Depending on Le Parfait Paris' business needs, team members may be required to work over-time. Overtime is paid to hourly team members at one and one-half (1.5) times the regular hourly rate for over forty (40) hours worked in a week or more than eight (8) hours worked in a day, and for the first eight (8) hours worked on the seventh (7th) consecutive worked day in a work week. Team members are paid at two (2) times their regular hourly rate for over twelve (12) hours worked in a day and for over eight (8) hours worked on the seventh (7th) consecutive worked day in a work week.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the

Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid Plaintiff the minimum, overtime and double time compensation still owed to Plaintiff or any penalty wages owed to Plaintiff under California Labor Code Section 203. For example, in the pay period from August 7, 2025, to August 20, 2025, Defendant paid Plaintiff on August 29, 2025. This untimely payment is showcased below:

Pay Statement

Mario Garcia [redacted]

Time Period: Aug 07 - Aug 20 2025
Payment Processing Date: Aug 27, 2025
Payment Date: Aug 29, 2025
Payment Method: Paper Check

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Suitable Seating Violations: Plaintiff further alleges that the counters in Defendants' workplace provide ample space at work stations to allow for the presence and use of a stool or seat by Defendants' employees during the performance of their work duties. Defendants' employees working at Defendants' facilities spend a very substantial portion, and, in many workdays, the vast majority of their working time with Defendants' customers. The nature of the position can reasonably be accomplished while using a seat/stool. In violation of the applicable sections of the California Labor Code and the requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide Plaintiff and the other Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting. Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and/or did not allow them to sit when it did not interfere with the performance of their duties. By reason of this conduct applicable to Plaintiff and all Aggrieved Employees, Defendants violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by failing to provide suitable seats.

Tip Pooling: California Labor Code § 351 expressly prohibits employers and their agents from collecting, taking, or receiving any portion of a gratuity. California Labor Code § 350(e) defines the term "gratuity" as including any money that has been paid or given or left for an employee by a patron of a business over and above the actual amount due the business for services rendered or for goods, food, drink or articles sold or served to such patron. Labor Code § 353 requires employers to keep accurate records of all the gratuities they receive, directly or indirectly. Although tip pooling is not expressly prohibited by the Labor Code, employees who mandate tip pooling must only distribute pooled tips to employees in the "chain of service."

Defendants also include DOES 1-50, the true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise, are presently unknown to Plaintiff who therefore sues these Defendants by such fictitious names. To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals, including DOES 1-50, responsible for the violations at issue.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq*.

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

JCL LAW FIRM, APC

Jean-Claude Lapuyade, Esq.