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8 ZEIAHNE TILGHMAN, and all others similarly situated

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF ALAMEDA**

12 **(UNLIMITED JURISDICTION)**

13 ZEIAHNE TILGHMAN, as an “aggrieved
14 employee” on behalf of herself and other
15 similarly situated “aggrieved employees” under
the Labor Code Private Attorneys General Act of
2004,

16 *Plaintiff,*

17 vs.

18
19 NOCAL VENTURES LLC, a California limited
20 liability company; DH BERKELEY LLC, a
21 California limited liability company; DH
BRENTWOOD LLC, a California limited
22 liability company; DH FREMONT LLC, a
California limited liability company; ALEX
MUNOZ, a natural person; and DOES 1–50,
23 inclusive,

24 *Defendants.*

ELECTRONICALLY FILED

Superior Court of California,

County of Alameda

07/20/2026 at 10:55:07 AM

By: Andrel Gospel,

Deputy Clerk

Case No. **26CV200208**

**COMPLAINT FOR VIOLATIONS OF
THE LABOR CODE AND CIVIL
PENALTIES UNDER THE LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, LABOR
CODE §§ 2698, ET SEQ.**

JURY TRIAL DEMANDED



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ZEIAHNE TILGHMAN, and all others similarly situated



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1 Plaintiff, Zeiahne Tilghman (hereafter “Plaintiff” or “Tilghman”), on behalf of herself,
2 the State of California, and the other Aggrieved Employees, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this representative action for alleged violations of the California
5 Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”)
6 against Defendants NoCal Ventures LLC, a California limited liability company, DH Berkeley
7 LLC, a California limited liability company, DH Brentwood LLC, a California limited liability
8 company, DH Fremont LLC, a California limited liability company, Alex Munoz, a natural
9 person, and Does 1 through 50, inclusive (collectively “Defendants”).

10 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
11 her, the State of California, and the Aggrieved Employees (defined below), for civil penalties and
12 other related relief. These claims are based on Defendants’ failures to:

- 13 (A) Provide all meal periods;
- 14 (B) Authorize and permit all rest breaks;
- 15 (C) Pay premium wages for unprovided meal periods;
- 16 (D) Pay premium wages for unprovided rest breaks;
- 17 (E) Issue only accurate and complete itemized wage statements;
- 18 (F) Timely pay wages during employment;
- 19 (G) Timely pay wages upon termination of employment; and
- 20 (H) Maintain accurate employment records.

21 Accordingly, Plaintiff now seeks to recover civil penalties and related relief through this
22 representative action.

23 **II. THE PARTIES**

24 3. Plaintiff Zeiahne Tilghman is a resident of California. At all relevant times,
25 Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations § 11050
26 and an “aggrieved employee” within the meaning of Labor Code § 2699 (c).

27 4. Defendant NoCal Ventures LLC is a limited liability company organized and
28 existing under the laws of California and also a citizen of California based on Plaintiff’s



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1 information and belief.

2 5. Defendant DH Berkeley LLC is a limited liability company organized and existing
3 under the laws of California and also a citizen of California based on Plaintiff's information and
4 belief.

5 6. Defendant DH Brentwood LLC is a limited liability company organized and
6 existing under the laws of California and also a citizen of California based on Plaintiff's
7 information and belief.

8 7. Defendant DH Fremont LLC is a limited liability company organized and existing
9 under the laws of California and also a citizen of California based on Plaintiff's information and
10 belief.

11 8. Defendant Alex Munoz is a natural person and also a resident of California.

12 9. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
13 participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but
14 is informed and believes and thereon alleges that said Defendants are legally responsible for the
15 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
16 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
17 when ascertained.

18 10. The "Aggrieved Employees" are all individuals the Defendants have employed or
19 otherwise contracted with in California as non-exempt, hourly employees, including prep cooks,
20 individuals performing work comparable to the aforementioned, and individuals in similar
21 positions during the period beginning one year before the Plaintiff's notice of April 28, 2026, to
22 the California Labor and Workforce Development Agency and ending on the date judgment is
23 entered.

24 11. Plaintiff is informed and believes and thereon alleges that, at all relevant times
25 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
26 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
27 and scope of such agency or employment, and with the approval and ratification of each of the
28 other Defendants.



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grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units; and

(7) Establishments providing veterinary or other animal care services.

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Defendants, Tilghman, and all of the Aggrieved Employees were covered by the Wage Order because the Defendants operated, and Tilghman, and all of the Aggrieved Employees, worked for one or more restaurants. Accordingly, Tilghman and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

15. On approximately June 27, 2025, the Defendants began to employ Tilghman in Berkeley, California in the position of hourly, non-exempt prep cook. The Defendants continuously employed her in that capacity until on or about August 31, 2025, when her employment ended.

16. At all relevant times, the Defendants issued wages to Tilghman and all of the other Aggrieved Employees on a biweekly (26 paychecks/year) basis and paid them by the hour. At all relevant times, the Defendants classified Tilghman and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

17. At all relevant times, the Defendants failed to provide Tilghman and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Defendants deliberately and consistently understaffed the restaurants, preventing Tilghman and the Aggrieved Employees from taking any timely, 30-minute off-duty meal periods as required by California law. The Defendants typically scheduled only three employees in total to work the busy restaurant locations: One to cook in back of house, one to take orders and run food in front of house, and one to service the bar area. This was the minimum number of employees necessary to run the restaurant per Defendants' specifications. To ensure coverage of the three separate areas, the Defendants forbade Tilghman and the Aggrieved Employees from taking any meal periods at any time. When the Defendants witnessed Tilghman and the Aggrieved Employees "standing around" to rest and quickly eat for periods of less than 30 minutes without leaving their stations, the Defendants reprimanded Tilghman and the Aggrieved Employees and threatened



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1 them with termination from their positions. As a result, the Defendants prevented Tilghman and
2 the Aggrieved Employees from taking any and all timely, off-duty 30-minute meal periods they
3 were entitled to. The Defendants also failed to pay premium wages for days on which they failed
4 to provide Tilghman and all of the other Aggrieved Employees with meal periods as required by
5 law.

6 18. At all relevant times, the Defendants failed to authorize and permit Tilghman and
7 all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four
8 hours worked or major portion thereof. The Defendants' policy and practice of deliberate
9 understaffing prevented Tilghman and the Aggrieved Employees from taking any timely, paid
10 10-minute off-duty rest breaks as required by California law. The Defendants typically scheduled
11 only three employees total to work the busy restaurant locations. To ensure coverage, the
12 Defendants then forbade Tilghman and the Aggrieved Employees from taking any breaks
13 whatsoever. When the Defendants witnessed Tilghman and the Aggrieved Employees "standing
14 around" to rest for periods of less than 10 minutes, the Defendants reprimanded Tilghman and
15 the Aggrieved Employees and threatened them with termination from their positions. As a result,
16 the Defendants prevented Tilghman and the Aggrieved Employees from taking any of the 10-
17 minute rest breaks they were entitled to. The Defendants also failed to pay premium wages for
18 days on which they failed to authorize and permit Tilghman and all of the other Aggrieved
19 Employees to take rest breaks as required by law.

20 19. At all relevant times, the Defendants failed to issue to Tilghman and all of the other
21 Aggrieved Employees complete and accurate wage statements that state all hours worked at the
22 correct rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to
23 state on the wage statements they issued to Tilghman and all of the other Aggrieved Employees
24 the unpaid wages discussed above. The wage statements fail to state all meal period premium
25 wages earned, all rest break premium wages earned, gross wages earned, net wages earned, and
26 all hours worked at each rate of pay, and related information.

27 20. At all relevant times, the Defendants also failed to timely pay Tilghman and all of
28 the other Aggrieved Employees all earned wages as described above during and at the conclusion



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of employment.

21. At all relevant times, the Defendants failed to maintain accurate employee records of Tilghman and all of the other Aggrieved Employees.

22. For the reasons stated herein, Plaintiff alleges that as a result of Defendants' unlawful practice and policies, Plaintiff and the Aggrieved Employees were:

- A. Not provided with all off duty meal periods;
- B. Not authorized and permitted to take all rest break periods;
- C. Not paid one hour's pay for each workday in which Defendants failed to authorize and permit them to take one or more timely rest periods;
- D. Not paid one hour's pay for each workday in which Defendants failed to provide them with one or more timely meal periods;
- E. Not provided with accurate and complete wage statements; and
- F. Not timely paid all earned and unpaid wages during their employment with Defendants and at the time such employment ended.

IV. FIRST (AND ONLY) CAUSE OF ACTION

CIVIL PENALTIES

Lab. Code §§ 2698, *et seq.*

(By Plaintiff, on behalf of herself and the other Aggrieved Employees, against all Defendants)

23. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

24. At all relevant times, Plaintiff and the Aggrieved Employees have been non-exempt employees entitled to the protections of both the Labor Code and the Wage Order.

A. FAILURE TO PROVIDE MEAL PERIODS

25. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

26. In relevant part, California Labor Code § 512 states:



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1 An employer shall not employ an employee for a work period of
2 more than five hours per day without providing the employee with
3 a meal period of not less than 30 minutes, except that if the total
4 work period per day of the employee is no more than six hours, the
5 meal period may be waived by mutual consent of both the
6 employer and employee.

7 An employer shall not employ an employee for a work period of
8 more than 10 hours per day without providing the employee with
9 a second meal period of not less than 30 minutes, except that if the
10 total hours worked is no more than 12 hours, the second meal
11 period may be waived by mutual consent of the employer and the
12 employee only if the first meal period was not waived.

13 27. In relevant part, Section 11 of the Wage Order states:

14 **Meal Periods**

15 (A) No employer shall employ any person for a work period of
16 more than five (5) hours without a meal period of not less
17 than 30 minutes, except that when a work period of not
18 more than six (6) hours will complete the day's work the
19 meal period may be waived by mutual consent of the
20 employee and the employee. Unless the employee is
21 relieved of all duty during a 30-minute meal period, the
22 meal period shall be considered an 'on duty' meal period
23 and counted as time worked. An 'on duty' meal period shall
24 be permitted only when the nature of the work prevents an
25 employee from being relieved of all duty and when by
26 written agreement between the parties an on-the-job paid
27 meal period is agreed to. The written agreement shall state
28 that the employee may, in writing, revoke the agreement at
any time.

(B) If an employer fails to provide an employee a meal period
in accordance with the applicable provisions of this Order,
the employer shall pay the employee one (1) hour of pay at
the employee's regular rate of compensation for each work
day that the meal period is not provided.

29 28. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during
a meal or rest period mandated pursuant to an applicable



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statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

29. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Aggrieved Employees were entitled to uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

30. Defendants intentionally failed to provide Plaintiff and the Aggrieved Employees with all required 30-minute meal periods free from any work duties in accordance with the Wage Order.

31. At all relevant times, the Defendants failed to provide Tilghman and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Defendants deliberately and consistently understaffed the restaurants, preventing Tilghman and the Aggrieved Employees from taking any timely, 30-minute off-duty meal periods as required by California law. The Defendants typically scheduled only three employees total to work the busy restaurant locations: One to cook in back of house, one to take orders and run food in front of house, and one to service the bar area. This was the minimum number of employees necessary to run the restaurant per Defendants' specifications. To ensure coverage of the three separate areas, the Defendants forbade Tilghman and the Aggrieved Employees from taking any meal periods at any time. When the Defendants witnessed Tilghman and the Aggrieved Employees "standing around" to rest and quickly eat for periods of less than 30 minutes without leaving their stations, the Defendants reprimanded Tilghman and the Aggrieved Employees and threatened them with termination from their positions. As a result, the Defendants prevented Tilghman and the



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1 Aggrieved Employees from taking any and all timely, off-duty 30-minute meal periods they were
2 entitled to. The Defendants also failed to pay premium wages for days on which they failed to
3 provide Tilghman and all of the other Aggrieved Employees with meal periods as required by
4 law.

5 32. Plaintiff is informed and believes and thereon alleges that, at all relevant times
6 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
7 which resulted in Defendants not providing Plaintiff and the Aggrieved Employees with all off-
8 duty meal periods required by California law.

9 **B. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

10 33. In relevant part, California Labor Code § 1198 states:

11 The maximum hours of work and the standard conditions of labor
12 fixed by the commission shall be the maximum hours of work and
13 the standard conditions of labor for employees. The employment
14 of any employee for longer hours than those fixed by the order or
15 under conditions of labor prohibited by the order is unlawful.

16 34. In relevant part, Section 12 of the Wage Order states:

17 **Rest Periods**

18 (A) Every employer shall authorize and permit all employees
19 to take rest periods, which insofar as practicable shall be in the
20 middle of each work period. The authorized rest period time shall
21 be based on the total hours worked daily at the rate of ten (10)
22 minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees
23 whose total daily work time is less than three and one-half (3 1/2)
24 hours. Authorized rest period time shall be counted as hours
25 worked for which there shall be no deduction from wages.

26 (B) If an employer fails to provide an employee a rest period in
27 accordance with the applicable provisions of this Order, the
28 employer shall pay the employee one (1) hour of pay at the
employee's regular rate of compensation for each work day that
the rest period is not provided.

35. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during



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1 a meal or rest period mandated pursuant to an applicable
2 statute, or applicable regulation, standard, or order of the
3 Industrial Welfare Commission, the Occupational Safety
4 and Health Standards Board, or the Division of
5 Occupational Safety and Health.

6 (c) If an employer fails to provide an employee a meal period
7 or rest period in accordance with a state law, including, but
8 not limited to, an applicable statute or applicable
9 regulation, standard, or order of the Industrial Welfare
10 Commission, the Occupational Safety and Health
11 Standards Board, or the Division of Occupational Safety
12 and Health, the employer shall pay the employee one
13 additional hour of pay at the employee's regular rate of
14 compensation for each work day that the meal or rest
15 period is not provided.

16 36. Pursuant to the Wage Order, Plaintiff and the Aggrieved Employees were entitled
17 to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour
18 period of work, or major fraction thereof.

19 37. Defendants intentionally failed to authorize and permit Plaintiff and the Aggrieved
20 Employees to take all 10-minute rest periods free from any work duties in accordance with the
21 Wage Order.

22 38. At all relevant times, the Defendants failed to authorize and permit Tilghman and
23 all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four
24 hours worked or major portion thereof. The Defendants' policy and practice of deliberate
25 understaffing prevented Tilghman and the Aggrieved Employees from taking any timely, paid
26 10-minute off-duty rest breaks as required by California law. The Defendants typically scheduled
27 only three employees total to work the busy restaurant locations. To ensure coverage, the
28 Defendants then forbade Tilghman and the Aggrieved Employees from taking any breaks
whatsoever. When the Defendants witnessed Tilghman and the Aggrieved Employees "standing
around" to rest for periods of less than 10 minutes, the Defendants reprimanded Tilghman and
the Aggrieved Employees and threatened them with termination from their positions. As a result,
the Defendants prevented Tilghman and the Aggrieved Employees from taking any of the 10-
minute rest breaks they were entitled to. The Defendants also failed to pay premium wages for
days on which they failed to authorize and permit Tilghman and all of the other Aggrieved
Employees to take rest breaks as required by law.



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39. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not authorizing and permitting Plaintiff and the Aggrieved Employees to take all rest breaks required by California law.

C. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE STATEMENTS

40. Pursuant to California Labor Code § 226(a), Plaintiff and the Aggrieved Employees were entitled to receive, bi-weekly or at the time of each payment of wages, an accurate itemized statement showing: a) gross wages earned; b) net wages earned; c) all applicable hourly rates in effect during the pay period; and d) the corresponding number of hours worked at each hourly rate by the employee.

41. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if the employer fails to provide accurate and complete information as required by California Labor Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement alone one or more of the following:

A. The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to California Labor Code § 226(a);

B. Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period;

C. The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name and address of the legal entity that secured the services of the employer during the pay period;

D. The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; and

E. The number of piece-rate units earned and the piece rate.

42. “Promptly and easily determine,” as stated in California Labor Code § 226(e), means a reasonable person would be able to readily ascertain the information without reference to other documents or information.



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1 43. As alleged herein, at all relevant times during the applicable limitations period,
2 Defendants violated California Labor Code section 226 because they did not properly and
3 accurately itemize each employee's gross wages earned, net wages earned, the total hours worked,
4 the corresponding number of hours worked at each rate by the employee and other requirements
5 of California Labor Code section 226. Defendants failed to state in the wage statements they
6 issued to Plaintiff and the other Aggrieved Employees all their hours worked and wages earned.

7 44. Defendants' failure to provide Plaintiff and the other Aggrieved Employees with
8 accurate wage statements was knowing and intentional. Defendants had the ability to provide
9 Plaintiff and the other Aggrieved Employees with accurate wage statements but intentionally
10 provided wage statements that Defendants knew were not accurate.

11 45. As a result of being provided with inaccurate wage statements by Defendants,
12 Plaintiff and the other Aggrieved Employees have suffered injury. Their legal rights to receive
13 accurate wage statements were violated and they were misled about the amount of wages they
14 had actually earned and were owed. In addition, the absence of accurate information on their wage
15 statements prevented immediate challenges to Defendants' unlawful pay practices, has required
16 discovery and mathematical computations to determine the amounts of wages owed, has caused
17 difficulty and expense in attempting to reconstruct time and pay records and/or has led to the
18 submission of inaccurate information about wages to state and federal government agencies.
19 Further, Plaintiff and the other Aggrieved Employees were not able to ascertain from the wage
20 statements whether Defendants complied with their obligations under California Labor Code
21 section 226(a).

22 **D. UNTIMELY WAGES DURING EMPLOYMENT**

23 46. Labor Code § 204 states:

- 24 (a) All wages, other than those mentioned in Section 201,
25 201.3, 202, 204.1, or 204.2, earned by any person in any
26 employment are due and payable twice during each
27 calendar month, on days designated in advance by the
28 employer as the regular paydays. Labor performed
between the 1st and 15th days, inclusive, of any calendar
month shall be paid for between the 16th and the 26th day
of the month during which the labor was performed, and
labor performed between the 16th and the last day,
inclusive, of any calendar month, shall be paid for
between the 1st and 10th day of the following month. ...



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(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

47. Defendants failed to provide Plaintiff and the Aggrieved Employees with all meal and rest periods in compliance with California laws. Defendants also failed to provide Plaintiff and the Aggrieved Employees with all premium wages on workdays they failed to provide them with one or more meal or rest periods in compliance with California laws. As a result, Defendants failed to timely pay all earned premium wages due during employment within the time periods set by California Labor Code section 204.

E. UNTIMELY FINAL WAGES

48. Labor Code § 201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge.

49. Labor Code § 202 provides that all earned and unpaid wages of an employee who quits after providing at least 72-hours notice before quitting are due and payable at the time of quitting and that all earned and unpaid wages of an employee who quits without providing at least



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72-hours notice before quitting are due and payable within 72 hours.

50. By failing to pay earned minimum and premium wages to Plaintiff and the Aggrieved Employees, Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code § 201 or § 202.

51. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff and the Aggrieved Employees all of their earned and unpaid wages (described above) have been willful in that, at all relevant times, Defendants have deliberately maintained policies and practices that violate the requirements of the Labor Code and the Wage Order, even though at all relevant times, they have had the ability to comply with those legal requirements.

F. FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS

52. Labor Code § 1174 states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

53. Labor Code § 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

54. Section 7 of the Wage Order states:

- (a) Every employer shall keep accurate information with respect to each



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employee including the following:

- (1) Full name, home address, occupation, and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

55. Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

56. On information and belief, Defendants have willfully failed to maintain the records required by § 1174 and Wage Order, including, but not limited to, the total premium wages earned for missed meal and rest periods, and records pertaining to all unpaid hours worked by Plaintiff and the Aggrieved Employees.

57. Accordingly, Tilghman seeks an award of civil penalties against the Defendants on behalf of herself and all of the other Aggrieved Employees as follows: (1) \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and (2) \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

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1 **G. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
2 **LABOR CODE**

3 58. In relevant part, Labor Code section 558.1 states:

- 4 (a) Any employer or other person acting on behalf of an employer,
5 who violates, or causes to be violated, any provision regulating
6 minimum wages or hours and days of work in any order of the
7 Industrial Welfare Commission, or violates, or causes to be
8 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
9 held liable as the employer for such violation.
10 (b) For purposes of this section, the term “other person acting on
11 behalf of an employer” is limited to a natural person who is an
12 owner, director, officer, or managing agent of the employer, and
13 the term “managing agent” has the same meaning as in subdivision
14 (b) of Section 3294 of the Civil Code.

15 59. At all relevant times, Alex Munoz was an employer of Tilghman and all of the
16 other Aggrieved Employees, and/or “owner,” “managing agent,” and/or “officer” of the
17 Defendants and the other employers identified above. Alex Munoz directly or indirectly, or
18 through an agent or other person, employed and exercised control over the wages, hours, and/or
19 working conditions of the Aggrieved Employees, and caused the violations to the Labor Code
20 and the Wage Order described above. On behalf of herself and all of the other Aggrieved
21 Employees, Tilghman seeks an award of civil penalties against Alex Munoz that is the same as
22 the award of civil penalties against the other Defendants on the same grounds for which Plaintiff
23 seeks civil penalties against the Defendants.

24 **H. CIVIL PENALTIES SOUGHT**

25 60. Defendants paid wages to employees on regular intervals. Defendants failed to pay
26 Plaintiff on such intervals for all wages earned and all hours worked. On information and belief,
27 Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for
28 all wages earned and all hours worked.

61. During the applicable time period, Defendants violated California Labor Code
§§ 201, 202, 203, 204, 226, 226.7, 512, 1174, 1198, and related Labor Code statutes.

62. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
behalf of themselves and other current or former employees, to bring a civil action to recover civil
penalties pursuant to the procedures specified in California Labor Code § 2699.3.



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63. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Aggrieved Employees are entitled to recover civil penalties for each of the Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7 512, 1174, 1198, and related Labor Code statutes during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee for each subsequent, willful or intentional violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226, \$250 for each Aggrieved Employee for each initial violation of Labor Code section 226(a), and \$1,000 for each Aggrieved Employee for each subsequent violation (penalties set by Labor Code section 226.3); Alternatively, one hundred dollars (\$100) for each Aggrieved Employee per pay period; Alternatively, twenty-five dollars (\$25) for each Aggrieved Employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226; and alternatively, fifty dollars (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

C. For violations of California Labor Code § 512, fifty dollars (\$50.00) for each aggrieved employee for each initial violation for each pay period for which the employee was underpaid and one hundred dollars (\$100.00) for each underpaid employee for each pay period for which the employee was underpaid (penalty amounts established by California Labor Code § 558).

D. For violations of California Labor Code § 1174, five hundred dollars (\$500.00) for each Aggrieved Employee for each initial violation (penalty amounts established by Labor Code § 1174.5).

E. For violations of California Labor Code § 1197, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period (regardless of whether the initial violations were intentionally committed) (penalty amounts established by California Labor Code § 1197.1).

F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194, and 1198,



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one hundred dollars (\$100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

I. NOTICE TO THE STATE OF CALIFORNIA AND DEFENDANTS

64. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated April 28, 2026, Plaintiff gave written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of Plaintiff’s letter to the LWDA dated April 28, 2026, is attached hereto as **Exhibit A**. The LWDA has not responded to Plaintiff’s letter.

65. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved Employees are entitled to an award of civil penalties, reasonable attorneys’ fees, and costs in connection with their claims for civil penalties.

V. PRAYER FOR RELIEF

66. WHEREFORE, Plaintiff, on behalf of herself and the Aggrieved Employees, prays for relief and judgment against Defendants as follows:

- A. Civil penalties;
- B. Costs of suit;
- C. Reasonable attorneys’ fees; and
- D. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all other Aggrieved Employees, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: July 17, 2026

By:



DAVID G. SPIVAK
JULIA R. McCOY
Attorneys for Plaintiff, ZEIAHNE
TILGHMAN, and all others similarly
situated



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EXHIBIT A



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SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

April 28, 2026

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Zeiahne Tilghman / Dog Haus

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Zeiahne Tilghman (hereafter “Tilghman” or “Complainant”) provides notice that NoCal Ventures LLC, DH Berkeley LLC dba Dog Haus Biergarten, DH Brentwood LLC, DH Fremont LLC, Alex Munoz, and related entities and persons (collectively “the Dog Haus Employers” or “the Employers”) violated her rights and those of all other individuals the Dog Haus Employers have employed or otherwise contracted with in California as non-exempt, hourly employees, including prep cooks, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226, 512, 226.7, 1174, 1198, and other Labor Code statutes. On behalf of herself and all other Aggrieved Employees, Tilghman hereby provides this notice to the Labor & Workforce Development Agency and the Dog Haus Employers and their agents and representatives.

At all relevant times, the Dog Haus Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Tilghman and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

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Statement of Facts

On approximately June 27, 2025, the Dog Haus Employers began to employ Tilghman in Berkeley, California in the position of hourly, non-exempt prep cook. The Dog Haus Employers continuously employed her in that capacity until on or about August 31, 2025, when her employment ended.

At all relevant times, the Dog Haus Employers issued wages to Tilghman and all of the other Aggrieved Employees on a biweekly (26 paychecks/year) basis and paid them by the hour. At all relevant times, the Dog Haus Employers classified Tilghman and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

At all relevant times, the Dog Haus Employers failed to provide Tilghman and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Dog Haus Employers deliberately and consistently understaffed the restaurants, preventing Tilghman and the Aggrieved Employees from taking any timely, 30-minute off-duty meal periods as required by California law. The Dog Haus Employers typically scheduled only three employees total to work the busy restaurant locations: One to cook in back of house, one to take orders and run food in front of house, and one to service the bar area. This was the minimum number of employees necessary to run the restaurant per the Dog Haus Employers' specifications. To ensure coverage of the three separate areas, the Dog Haus Employers forbade Tilghman and the Aggrieved Employees from taking any meal periods at any time. When the Dog Haus Employers' directors witnessed Tilghman and the Aggrieved Employees "standing around" to rest and quickly eat for periods of less than 30 minutes without leaving their stations, the Dog Haus Employers' directors reprimanded Tilghman and the Aggrieved Employees and threatened them with termination from their positions. As a result, the Dog Haus Employers prevented Tilghman and the Aggrieved Employees from taking any and all timely, off-duty 30-minute meal periods they were entitled to. The Dog Haus Employers also failed to pay premium wages for days on which they failed to provide Tilghman and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Dog Haus Employers failed to authorize and permit Tilghman and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Dog Haus Employers' policy and practice of deliberate understaffing prevented Tilghman and the Aggrieved

Employees from taking any timely, paid 10-minute off-duty rest breaks as required by California law. The Dog Haus Employers typically scheduled only three employees total to work the busy locations. To ensure coverage, the Dog Haus Employers then forbade Tilghman and the Aggrieved Employees from taking any breaks whatsoever. When the Dog Haus Employers' directors witnessed Tilghman and the Aggrieved Employees "standing around" to rest for periods of less than 10 minutes, the Dog Haus Employers' directors reprimanded Tilghman and the Aggrieved Employees and threatened them with termination from their positions. As a result, the Dog Haus Employers prevented Tilghman and the Aggrieved Employees from taking any of the 10-minute rest breaks they were entitled to. The Dog Haus Employers also failed to pay premium wages for days on which they failed to authorize and permit Tilghman and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Dog Haus Employers failed to issue to Tilghman and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Dog Haus Employers knowingly and intentionally failed to state on the wage statements they issued to Tilghman and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all meal period premium wages earned, all rest break premium wages earned, gross wages earned, net wages earned, all hours work at each rate of pay, and other required information.

The Dog Haus Employers also failed to timely pay Tilghman and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The Dog Haus Employers failed to maintain accurate employee records of Tilghman and all of the other Aggrieved Employees.

For the reasons stated herein, Tilghman alleges the following violations of the Labor Code and the Wage Order on behalf of herself and all of the other Aggrieved Employees:

- (a) The Dog Haus Employers failed to provide Tilghman and all of the other Aggrieved Employees all meal periods in compliance with California law;

- (b) The Dog Haus Employers failed to authorize and permit Tilghman and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (c) The Dog Haus Employers failed to compensate Tilghman and all of the other Aggrieved Employees at one hour's pay for each day in which the Dog Haus Employers failed to provide them with one or more meal periods as required by law;
- (d) The Dog Haus Employers failed to compensate Tilghman and all of the other Aggrieved Employees at one hour's pay for each day in which the Dog Haus Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (e) The Dog Haus Employers knowingly and intentionally failed to provide Tilghman and all of the other Aggrieved Employees with accurate wage statements;
- (f) The Dog Haus Employers willfully failed to timely pay Tilghman and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the Dog Haus Employers and when their employment ended;
- (g) The Dog Haus Employers failed to maintain accurate employment records pertaining to Tilghman and all of the other Aggrieved Employees.

Accordingly, Tilghman now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees based on the Dog Haus Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Public Housekeeping Industry" to mean

any industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental

to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to the following:

- (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food in either solid or liquid form is prepared and served to be consumed on the premises;
- (2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;
- (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters;
- (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions, homes for the aged, and similar establishments offering board or lodging in addition to medical, surgical, nursing, convalescent, aged, or child care;
- (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in addition to educational facilities;
- (6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units; and
- (7) Establishments providing veterinary or other animal care services.

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Dog Haus Employers, Tilghman, and all of the Aggrieved Employees were covered by the Wage Order because the Dog Haus Employers operated, and Tilghman, and all of the Aggrieved Employees, worked for one or more restaurants. Accordingly, Tilghman and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

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Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked.

- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the Dog Haus Employers failed to provide Tilghman and all of the other Aggrieved Employees with all timely meal periods. The Dog Haus Employers denied Tilghman and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The Dog Haus Employers deliberately and consistently understaffed the restaurants, preventing Tilghman and the Aggrieved Employees from taking any timely, 30-minute off-duty meal periods as required by California law. The Dog Haus Employers typically scheduled only three employees total to work the busy restaurant locations: One to cook in back of house, one to take orders and run food in front of house, and one to service the bar area. This was the minimum number of employees necessary to run the restaurant per the Dog Haus Employers' specifications. To ensure coverage of the three separate areas, the Dog Haus Employers forbade Tilghman and the Aggrieved Employees from taking any meal periods at any time. When the Dog Haus Employers' directors witnessed Tilghman and the Aggrieved

Employees “standing around” to rest and quickly eat for periods of less than 30 minutes without leaving their stations, the Dog Haus Employers’ directors reprimanded Tilghman and the Aggrieved Employees and threatened them with termination from their positions. As a result, the Dog Haus Employers prevented Tilghman and the Aggrieved Employees from taking any and all timely, off-duty 30-minute meal periods they were entitled to. Furthermore, the Dog Haus Employers failed to pay premium wages for days on which they failed to provide Tilghman and all of the other Aggrieved Employees with timely meal periods. Accordingly, Tilghman now seeks civil penalties for these Labor Code violations that the Dog Haus Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods

(Lab. Code §§ 226.7 & 1198)

Section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Dog Haus Employers failed to authorize and permit Tilghman and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Dog Haus Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Dog Haus Employers' policy and practice of deliberate understaffing prevented Tilghman and the Aggrieved Employees from taking any timely, paid 10-minute off-duty rest breaks as required by California law. The Dog Haus Employers typically scheduled only three employees total to work the busy locations. To ensure coverage, the Dog Haus Employers then forbade Tilghman and the Aggrieved Employees from taking any breaks whatsoever. When the Dog Haus Employers' directors witnessed Tilghman and the Aggrieved Employees "standing around" to rest for periods of less than 10 minutes, the Dog Haus Employers' directors reprimanded Tilghman and the Aggrieved Employees and threatened them with termination from their positions. As a result, the Dog Haus Employers prevented Tilghman and the Aggrieved Employees from taking any of the 10-minute rest breaks they were entitled to. Moreover, the Dog Haus Employers failed to pay Tilghman and all of the other Aggrieved Employees premium wages on workdays the Dog Haus Employers failed to provide Tilghman and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Tilghman now seeks civil penalties for these Labor Code violations that the Dog Haus Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
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.

At all relevant times during the applicable limitations period, the Dog Haus Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Dog Haus Employers failed to state in the wage statements they issued to Tilghman and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). The Dog Haus Employers knowingly and

intentionally failed to state on the wage statements they issued to Tilghman and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all meal period premium wages earned, all rest break premium wages earned, gross wages earned, net wages earned, all hours worked at each rate of pay, and other required information.

Labor Code § 2699(f)(2)(A) states:

- (i) If, at the time of the alleged violation, the person employs one or more employees, and the alleged violation is a violation of paragraphs (1) to (7), inclusive, or paragraph (9) of subdivision (a) of Section 226, the only civil penalty applicable under this part is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226 [failure to state the name and address of the legal entity that is the employer], the civil penalty applicable under this part for the violation is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer. This subdivision does not apply if the employer has failed to provide an itemized payroll statement during any of the pay periods at issue.
- (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Accordingly, Tilghman seeks civil penalties for the Labor Code violations that the Dog Haus Employers have committed against Tilghman and all of the other Aggrieved Employees as follows:

- (1) \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3);

- (2) Alternatively, one hundred dollars (\$100) for each aggrieved employee per pay period;
- (3) Alternatively, twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226; and
- (4) Alternatively, fifty dollars (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Dog Haus Employers failed to compensate Tilghman and all of the other Aggrieved Employees for wages earned, including unprovided meal period premium wages, unprovided rest break premium wages, and other compensation, at the intervals stated above. As a result, the Dog Haus Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Tilghman now seeks civil penalties for the Labor Code violations that the Dog Haus Employers have committed against her and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The Dog Haus Employers failed to pay Tilghman and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Tilghman, including unprovided meal period premium wages, unprovided rest break premium wages, and other compensation. Additionally, the Dog Haus Employers failed to issue to Tilghman and all of the other Aggrieved Employees whose employment ended their final paychecks timely following the termination. By failing to pay Tilghman and all of the other Aggrieved Employees as set forth above at the end of employment, the Dog Haus Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of herself and all of the other Aggrieved Employees, Tilghman seeks civil penalties from the Dog Haus Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));

2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete

records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The Dog Haus Employers failed to compensate Tilghman and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all meal period premium wages earned, all rest break premium wages earned, gross wages earned, net wages earned, all hours worked at each rate of pay, and related compensation. As a result, the Dog Haus Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Tilghman and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Tilghman seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Person Acting on Behalf of Employers who Violates Labor Code
(Labor Code § 558.1)

In relevant part, Labor Code section 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
- (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Alex Munoz was an employer of Tilghman and all of the other Aggrieved Employees, and/or "owner," "managing agent," and/or "officer" of the

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Dog Haus Employers and the other employers identified above. Alex Munoz directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above. On behalf of herself and all of the other Aggrieved Employees, Tilghman seeks the same civil penalties against Alex Munoz on the same grounds for which she seeks civil penalties against the Dog Haus Employers.

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Zeiahne Tilghman will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



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cc: Zeiahne Tilghman
Walter L. Haines, Esq.

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