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For Online Filing

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

Re: *Michaela Brown v. The Riva Partners, a California Limited Partnership, et al.*
Notice of Labor Code Violations Pursuant to Cal. Lab. Code § 2699.3(a)

Dear PAGA Administrator:

As counsel for, and on behalf of, Michaela Brown (hereinafter referred to as “Claimant”), I am writing to provide you and the following employer(s) (hereafter “Defendant(s)”) notice pursuant to California Labor Code section 2699.3:

The Riva Partners,
A California Limited Partnership
900 Ski Run Blvd., Ste. 3
South Lake Tahoe, CA 96150

Tom Turner
900 Ski Run Blvd., Ste. 3
South Lake Tahoe, CA 96150

I am setting forth the facts and theories to support each of the alleged violations described within this letter. Please notify us of your intent to investigate any or all of the claims alleged herein against any of the above identified Defendant(s). Should you decide not to investigate, we request that you allow us to seek civil penalties on behalf of the Labor Commissioner, Claimant, and all current and former aggrieved employees, pursuant to California Labor Code section 2699(a). A \$75.00 filing fee is being submitted to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102.

A. FACTS

Defendants employed Claimant as a cocktail server at its restaurant, Riva Grill, located in South Lake Tahoe, California, from approximately May 2025 until her termination on or about September 25, 2025. Claimant and other aggrieved employees worked for Defendants as non-exempt, hourly employees in California.

During the relevant period, Defendants did not allow Claimant and other aggrieved employees to take their statutorily required meal periods. Defendants failed to provide Claimant and other aggrieved employees a 30-minute, duty-free meal period before the end of the fifth hour of work as required under the law. Claimant and other aggrieved employees who worked double shifts—which for Claimant occurred two to three times per week—were required to change from their day uniform into their night uniform, and this brief period of approximately 15 to 20 minutes to change and eat was treated by Defendants as the meal period. Further, Claimant and other aggrieved employees did not receive a second meal period when they worked shifts in excess of ten hours.

Defendants also failed to provide rest periods to Claimant and other aggrieved employees for every four hours worked or major fraction thereof. Due to the constant demands of the job, Claimant and other aggrieved employees were unable to take compliant ten-minute rest periods during their shifts. Management was aware this was occurring and failed to ensure rest periods were authorized and permitted.

Defendants failed to pay Claimant and other aggrieved employees for all statutorily required break premiums owed for non-compliant and missed meal and rest periods.

Defendants also failed to pay Claimant and other aggrieved employees all overtime wages owed. Despite regularly working in excess of eight hours in a day and forty hours in a workweek, Defendants failed to pay Claimant and other aggrieved employees all overtime owed.

Defendants failed to provide Claimant and other aggrieved employees with all gratuities owed to them. Defendants and their agents improperly collected, withheld, and/or took a portion of gratuities given to or left for Claimant and other aggrieved employees.

During the course of her employment, Claimant complained to coworkers and at least one manager that her paychecks did not accurately reflect the tips she had earned and that she was not being properly compensated for all hours worked. Claimant reasonably believed these practices violated California law. Defendants took no corrective action in response to Claimant's complaints.

On or about September 24, 2025, Claimant called her manager, reported she was sick and could not come in to work, and was told to stay off work until she obtained a doctor's note. At the time, Plaintiff had accrued and unused paid sick leave. The following day, on or about September 25, 2025, Claimant called her assistant manager, Jennifer Bush, disclosed that she suffered from alcohol dependency and informed Ms. Bush that she needed to enter a seven-day alcohol rehabilitation program. Ms. Bush expressed support and assured Claimant that her job was secure. The next day, Defendants sent Claimant an email terminating her employment.

Defendants failed to provide Claimant and other aggrieved employees with legally compliant wage statements that accurately reflected all hours worked, overtime wages owed, gratuities paid, and meal and rest period premiums. Consequently, Claimant and other aggrieved employees were deprived of the information necessary to determine the wages owed to them.

Defendants failed to reimburse Claimant and other aggrieved employees for necessary business expenses incurred in direct consequence of the discharge of their duties, including, without limitation, costs of required uniforms.

Defendants failed to timely pay all final wages owed to Claimant and other aggrieved employees upon separation from employment, including without limitation unpaid overtime, unpaid missed meal and rest break premium pay, and unpaid gratuities, within the time required by California Labor Code section 201.

B. VIOLATIONS OF THE CALIFORNIA LABOR CODE EXPERIENCED BY CLAIMANT AND OTHER AGGRIEVED EMPLOYEES

Violation of California Labor Code §§ 1194, 1197.1; IWC Wage Order No. 5-2001, § 4 (Failure to Pay Minimum Wages)

During the period Claimant and other aggrieved employees were employed by Defendants, they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2025; IWC Wage Order No. 5-2001, section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Claimant and other aggrieved employees at least the applicable state minimum wage for all hours worked in violation of the California Labor Code.

Violation of California Labor Code §§ 510, 1194; IWC Wage Order No. 5-2001, § 3 (Failure to Pay Overtime Wages)

California Labor Code sections 510 and 1194 require employers to pay employees overtime for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay overtime for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Claimant and other aggrieved employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed.

Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment)

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that 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. During the relevant time period, Defendants failed to pay Claimant and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and break premium wages as discussed above.

Violation of California Labor Code §§ 351 and 353 (Failure to Provide All Gratuities Owed)

California Labor Code section 351 prohibits employers from collecting, taking, or receiving any gratuity paid, given to, or left for an employee by a patron. California Labor Code section 353 requires employers to keep accurate records of all gratuities received. As stated above, Defendants failed to provide Claimant and other aggrieved employees all gratuities due and owing to them. Defendants also failed to keep accurate records of gratuities received. This was in violation of the California Labor Code.

Violation of California Labor Code § 1174 (Failure to Keep Accurate Time Records)

California Labor Code section 1174(d) requires employers to keep “payroll records showing the hours worked daily by and the wages paid to . . . employees . . . 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.” Defendants did not keep accurate information regarding all hours worked by Claimant and other aggrieved employees, largely by failing to accurately record all time worked on their time records. This was in violation of the California Labor Code.

Violation of California Labor Code §§ 226.7, 512, and IWC Wage Order No. 5-2001, § 11(A) (Failure to Provide Meal Periods)

California Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. For the reasons stated above, Claimant and other aggrieved employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay meal period premiums for missed or non-compliant meal periods.

Violation of California Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12(A) (Failure to Provide Rest Periods)

California Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A) requires employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Claimant and other aggrieved employees were not authorized and permitted to take legally compliant rest periods pursuant to California law in violation of the California Labor Code. Defendants also failed to pay rest period premiums for missed or non-compliant rest periods.

Violation of California Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

California Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Claimant and other aggrieved employees in violation of the California Labor Code.

Violation of California Labor Code § 2802 (Failure to Reimburse Business Expenses)

California Labor Code section 2802(a) 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.” For the reasons stated above, Defendants failed to pay required reimbursements to Claimant and other aggrieved employees for required business expenses in violation of the California Labor Code.

Violation of California Labor Code §§ 201–203 (Failure to Pay Final Wages)

California Labor Code sections 201–203 require that all wages, including minimum wages, overtime wages, and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Claimant and other aggrieved employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by California Labor Code sections 201–203. This is in violation of the California Labor Code.

Violation of California Labor Code § 1102.5 (Whistleblower Retaliation)

California Labor Code section 1102.5 prohibits employers from retaliating against an employee who discloses, or refuses to participate in, an activity that the employee reasonably believes is in violation of a state or federal statute, or a violation or noncompliance with a local, state, or federal rule or regulation. Cal. Lab. Code § 1102.5(b), (c). As stated above, Claimant complained to management about compensation practices she reasonably believed violated California law. Claimant’s complaints were a contributing factor in Defendants’ decision to terminate her employment. This is in violation of the California Labor Code.

Violation of California Labor Code §§ 1025, 1026 (Failure to Reasonably Accommodate Employee's Voluntary Participation in Alcohol Rehabilitation Program)

California Labor Code section 1025 requires every employer having 25 or more employees to reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol rehabilitation program, provided that the accommodation does not impose an undue hardship on the employer. California Labor Code section 1026 prohibits an employer from discharging or discriminating against an employee for voluntarily enrolling in such a program. As stated above, Claimant disclosed her alcohol dependency and her need to enter a seven-day detox program to her assistant manager, who expressed support and assured Claimant her employment was secure. Within hours, Defendants terminated Claimant's employment. Defendants made no effort to accommodate Claimant's participation in the rehabilitation program. This was in violation of the California Labor Code.

Violation of California Labor Code § 246.5(c) (Retaliation for Use of Paid Sick Leave)

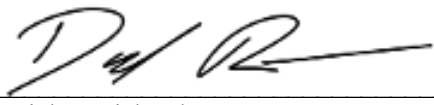
California Labor Code section 246.5(c)(1) prohibits an employer from denying an employee the right to use accrued sick days, or from discharging, threatening to discharge, demoting, suspending, or in any manner discriminating against an employee for using accrued sick days. Section 246.5(c)(2) creates a rebuttable presumption of unlawful retaliation if an employer takes adverse action against an employee within 30 days of the employee's exercise of rights protected under the statute. As stated above, Claimant called in sick, was authorized by a manager to stay home, had accrued paid sick leave, and was terminated the day after she disclosed the nature of her illness and her need for treatment. This was in violation of the California Labor Code.

Violation of California Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

California Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the California Labor Code or any order of the Industrial Welfare Commission. California Labor Code section 558.1 provides that any person acting on behalf of an employer who violates, or causes to be violated, any provision regulating hours and days of work in any applicable order of the Industrial Welfare Commission may be held personally liable as a result of that violation. As described above, Defendants, by and through their agents, violated Claimant's and other aggrieved employees' rights provided for under California Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. On information and belief, Tom Turner is a person acting on behalf of The Riva Partners, a California Limited Partnership as an owner, director, officer, or managing agent within the meaning of California Labor Code section 558.1.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact my office. Pursuant to Labor Code section 2699.3, please notify Defendant(s) and this law office within 60 calendar days of the postmark date of this notice whether the Agency intends to investigate the alleged violations.

Very truly yours,

By: 
Daniel E. Richardson
RICHARDSON EMPLOYMENT LAW, P.C.