

1 Elliot J. Siegel (Bar No. 286798)
elliot@kingsiegel.com
2 Julian Burns King (Bar No. 298617)
julian@kingsiegel.com
3 **KING & SIEGEL LLP**
724 South Spring Street, Suite 201
4 Los Angeles, California 90014
tel: (213) 465-4802

5 Navid Barahmand (SBN. 340934)
6 navid@barahmandlaw.com
7 **BARAHMAND LAW GROUP**
23801 Calabasas Road, Suite 2034
8 Calabasas, California 91302
tel: (818) 574-3355
9 Attorneys for Plaintiff and the Aggrieved
Employees

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13
14 **Yarenis Cifuentes**, individually and on behalf
of all similarly situated individuals,

15
16 Plaintiff,

17 vs.

18 **Raising Cane's USA, LLC**, a Louisiana
Limited Liability Company; and **Does 1-10**,
19 inclusive;

20 Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/03/2026 5:06 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Ruiz, Deputy Clerk

CASE NO. **26STCV24569**

REPRESENTATIVE COMPLAINT FOR:

1) **PAGA Penalties (Labor Code §§ 2698, et
seq.)**

1 **PAGA ONLY ACTION**

2 1. PAGA authorizes “an aggrieved employee, acting as a proxy or agent of the state Labor
3 and Workforce Development Agency, to bring a civil action against an employer on behalf of himself
4 or herself and other current or former employees to recover civil penalties for Labor Code violations
5 they have sustained.” *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal. 2023).

6 2. “PAGA is designed primarily to benefit the general public, not the party bringing the
7 action.” *Id.*, at 1117. “A PAGA claim for civil penalties is fundamentally a law enforcement action. The
8 government entity on whose behalf the plaintiff files suit is the real party in interest.” *Id.* PAGA’s default
9 civil penalties are thus calculated to punish the employer for wrongdoing and to deter violations rather
10 than “compensate employees for actual losses incurred.” *Id.*

11 3. Ms. Cifuentes does not bring suit in her individual capacity and does not seek to recover
12 anything through this suit other than civil penalties on behalf of other employees as permitted under
13 PAGA—she brings this action solely in her representative capacity under the PAGA, on behalf of the
14 State of California, the public, and all aggrieved employees of Defendants.

15 4. To the extent that statutory violations are mentioned for wage violations, Ms. Cifuentes
16 does not seek underlying general and/or special damages for those violations, but only references those
17 predicate violations as part of the State’s claim for civil penalties under PAGA. Nothing in this complaint
18 is—or should be construed—as an attempt to seek any relief that would not be available in a PAGA-
19 only proceeding on behalf of the other Aggrieved Employees harmed by Defendants’ conduct. *CRST*
20 *Expedited, Inc. v. Superior Ct.*, 112 Cal. App. 5th 872, 883 (2025) (“In short, headless PAGA actions were
21 among the choices allowed the LWDA’s representatives.”).

22 **THE PARTIES**

23 5. Plaintiff **Yarenis Cifuentes** (“Plaintiff”) is a resident of the County of Los Angeles in
24 the State of California. Ms. Cifuentes was employed by Defendants as an hourly, non-exempt employee
25 of Defendants from on or around May 11, 2024 to on or around May 5, 2026.

26 6. Defendant **Raising Cane’s USA, L.L.C.** (“Raising Canes”) is a Louisiana limited
27 liability company that owns and operates fast food restaurants throughout Southern California. Upon
28 information and belief, Raising Canes operates out of its headquarters located at 6800 Bishop Road

1 Plano, Texas 75024.

2 7. The true names and capacities of the defendants named herein as Does 1 through 10,
3 inclusive (collectively with Raising Canes as “Defendants”), are unknown to Plaintiff at this time.
4 Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to California Code of
5 Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a California resident
6 and/or does substantial business in the State of California. At all relevant times, Does 1 through 10
7 were acting within the course and scope of their employment and agency with Defendants. Plaintiff is
8 informed and believes that each Doe Defendant is responsible for the injuries and damages alleged
9 herein. Plaintiff will amend this complaint to reflect Does 1 through 10’s true names and capacities
10 when they have been determined.

11 8. Except as otherwise noted herein, Defendants participated in the acts alleged herein
12 and/or were the agents, servants, employees, or representatives of the other Defendants. At all times
13 relevant to this complaint, Defendants were acting within the course, scope, and authority of their
14 agency and employment such that the acts of one defendant are legally attributable to the other
15 Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and
16 Aggrieved Employees in that each of them exercised control over the wages, hours, and/or working
17 conditions of Defendants’ hourly non-exempt employees.

18 **JURISDICTION AND VENUE**

19 9. The court has jurisdiction over all causes of action in this complaint pursuant to Article
20 VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on
21 California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure, and
22 the Business & Professions Code.

23 10. Venue as to Defendants is proper in this Superior Court pursuant to California Code of
24 Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and similarly
25 situated employees within and throughout Los Angeles County.

26 **GENERAL ALLEGATIONS**

27 11. As a matter of uniform and systemic policy, Defendants failed to authorize and/or
28 permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7.

1 Upon information and belief, Aggrieved Employees, including Plaintiff, were required to skip or
2 interrupt their meal and/or rest periods, otherwise interrupt or cut short their meal and/or rest periods,
3 or remain on duty and under Defendants' control during their meal and/or rest periods to perform
4 other tasks at Defendants' directions due to Defendants' policies and practices, including their
5 scheduling and staffing practices and policies.

6 12. This included, without limitation, Defendants requiring Aggrieved Employees, including
7 Plaintiff, to continue serving customers during their meal breaks due to the press of their job duties
8 and/or Defendants' decision to schedule employees in such a manner that there was insufficient time
9 for Aggrieved Employees to or complete all job duties while timely taking their meal breaks.

10 13. In the same manner, and as a matter of uniform and systemic policy, Defendant requires
11 non-exempt employees to continue working during their rest periods to service customers, answering
12 phone calls, otherwise interrupting or cut short their rest periods, or remain on duty and under
13 Defendants' control during their rest periods. Accordingly, Defendants failed to authorize and permit
14 compliant rest periods as required by law.

15 14. In failing to authorize and/or permit meal and rest periods, Defendants have also
16 implemented a uniform policy of denying all required compensation in lieu of meal and rest periods to
17 its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly
18 denied compliant meal and rest periods.

19 15. At all times relevant to this complaint, Defendants had a company-wide policy and
20 practice of scheduling employees for shifts where they were dismissed early without working at least
21 half their usual or scheduled days' work after physically reporting to Defendants' premises. However,
22 despite not being put to work or being furnished with less than half of their usual or scheduled day's
23 work, these employees were not paid reporting time pay as required by law, but only paid for the few
24 minutes that they actually worked prior to being dismissed.

25 16. Defendants also had a company-wide policy and practice of scheduling employees for
26 "on-call" shifts. When scheduled for an on-call shift, employees were not guaranteed to be suffered or
27 permitted to work on any given shift. Rather, employees were required to physically report in to learn if
28 they would be put to work for any given on-call shift. Employees placed on on-call shifts were prevented

1 from scheduling their time as they pleased as they were required to block off days in advance as days
2 they might be called into work. On multiple occasions, employees who reported in were dismissed
3 without further work or without working at least at least half their usual or scheduled days' work after
4 physically reporting to Defendants' premises.

5 17. Employees were also not paid for time placed on-call, nor were they provided with
6 reporting time pay for on-call shifts that were canceled by Defendants after employees reported into
7 work as required by law.

8 18. As a matter of uniform and systemic policy, Defendants required non-exempt employees
9 to utilize their personal cell phones for work-related purposes, including answering texts and calls from
10 their supervisors while at work or on a break, for purposes of scheduling and re-scheduling future work,
11 being assigned tasks, general administrative matters, including the required use of a mobile phone
12 application called Hotschedules. Defendants further failed to compensate their non-exempt employees
13 for reasonable costs associated with utilizing their personal cell phones for work-related purposes.

14 19. In the same manner, and as a matter of uniform and systemic policy Defendants required
15 non-exempt employees to purchase work-related equipment, including uniforms, necessary for
16 performance of their work duties without reimbursing those employees for the costs associated with
17 their equipment purchases.

18 20. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt
19 employees with accurate itemized wage statements in accordance with California's Labor Code. Upon
20 information and believe, Defendants failed to furnish Plaintiff, or Aggrieved Employees, either
21 semimonthly or at the time of each payment of wages, either as a detachable part of the check or
22 separately, an accurate, itemized statement in writing showing pick pay, gross wages earned, all
23 deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked.

24 **FIRST CAUSE OF ACTION**

25 ***California Labor Code §2699, et seq.***

26 ***Private Attorneys General Act ("PAGA") Penalties***

27 **(Plaintiff and Aggrieved Employees Against Defendants)**

28 21. Standing. Under the California Private Attorneys General Act ("PAGA"), Labor Code

1 § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on
2 behalf of herself and other current or former employees to recover penalties for an employer’s violations
3 of the Labor Code and IWC Wage Orders.

4 22. Plaintiff is an “aggrieved employee” with standing to bring an action under PAGA, as
5 she was employed by Defendants during the applicable statutory period and suffered the Labor Code
6 violations alleged herein.

7 23. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees,
8 brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil penalties for
9 Defendants’ violation of Labor Code §§ 201, 202, 203, 204, 206.5, 226, 226.3, 226.7, 432, 510, 512, 558,
10 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1401, and 2802 as described herein, plus
11 attorneys’ fees and costs.

12 24. Ms. Cifuentes does not bring suit in her individual capacity and does not seek to recover
13 anything through this suit other than civil penalties as permitted under PAGA—she brings this action
14 solely in her representative capacity under the PAGA, on behalf of the State of California and all
15 aggrieved employees of Defendants.

16 25. Entitlement to Penalties. Under the California Private Attorneys General Act
17 (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a
18 private attorney general, on behalf of herself and other current or former employees, against whom a
19 violation of the same provision(s) was committed, as well as the general public, to recover penalties for
20 an employer’s violations of the Labor Code and IWC Wage Orders within one year of filing a notice to
21 the Labor and Workforce Development Agency.

22 26. These penalties shall be allocated sixty-five percent to the Labor and Workforce
23 Development Agency and thirty-five percent to the aggrieved employees.

24 27. These penalties may be “stacked” separately for each of Defendants’ violations of the
25 Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g., Hernandez v.*
26 *Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also*
27 *O’Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016);
28 Labor Code § 2698(i).

1 28. *Failure to Pay Minimum Wage for All Hours Worked.* California law requires employers to
2 compensate employees for all time that an employee is “suffered or permitted to work,” which includes
3 all time “when any employer ‘directs, commands or restrains’ an employee.” *See, e.g., Morillion v. Royal*
4 *Packing Co.*, 22 Cal. 4th 575, 583 (2000).

5 29. The Wage Orders also require that each workday an employee is required to report for
6 work and does report, but is not put to work or is furnished less than half said employee’s usual or
7 scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no
8 event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay,
9 which shall not be less than the minimum wage.

10 30. Defendants failed to compensate Plaintiff and the Class for all hours worked because
11 Defendants had a policy and/or practice whereby they required and/or pressured Aggrieved Employees
12 to work under Defendants’ control while off-the-clock, including but not limited to forcing or requiring
13 Aggrieved Employees to work while they were clocked out for their meal periods.

14 31. Defendants further failed to pay Plaintiff and Aggrieved Employees any wages for time
15 engaged in this off-the-clock work.

16 32. Defendants implemented other uniform policies and practices resulting in off-the-clock
17 work and underpayment of wages, including requiring Aggrieved Employees to service customers off
18 the clock. Defendants also failed to pay employees who were scheduled to “on-call” shifts and were
19 required to remain available to be summoned to work during the shift for the entire shift period. This
20 on-call shift time was compensable either because it was “controlled” time or because it was required
21 to be compensated as reporting time pay. Defendants further failed to pay reporting time to employees
22 who were directed to show up to work via phone or in person but not furnished with at least half their
23 usual or scheduled day’s work. *See Ward v. Tilly’s, Inc.*, 31 Cal. App. 5th 1167, 1183 (2019), *review denied*
24 (May 15, 2019).

25 33. *Failure to Pay Required Overtime.* California Labor Code §§ 510 and 1198 provide that it is
26 unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or
27 two-times that person’s regular rate of pay, depending on the number of hours worked by the person
28 on a daily or weekly basis.

1 34. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more
2 than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked
3 in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of
4 pay includes all remuneration for employment paid to, or on behalf of, the employee, including
5 commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th
6 542, 573 (2018), as modified (Apr. 25, 2018).

7 35. Plaintiff and other Aggrieved Employees were not paid overtime premiums for all of
8 the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of
9 eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a
10 week.

11 36. *Failure to Provide Compliant Meal Periods.* Labor Code section 226.7, 512(a), and 1198
12 provide that no employer shall require an employee to work during any meal period mandated by an
13 applicable order of the IWC. "An off-duty meal period, therefore, is one in which the employee is
14 relieved of all duty during the 30-minute meal period . . . an employer's obligation is to provide an off-
15 duty meal period: an uninterrupted 30-minute period during which the employee is relieved of all duty."
16 *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

17 37. Defendants' policies and practices served to deprive the Aggrieved Employees of legally
18 compliant 30-minute breaks free of employer control and/or relieved of all duties.

19 38. Upon information and belief, employees were required to skip breaks, interrupt their
20 breaks, cut them short, take them after the fifth hour of work, work through them due to Defendants'
21 policies and practices.

22 39. *Failure to Provide Compliant Rest Periods.* Labor Code § 226.7, 512(a), and 1198 provide that
23 no employer shall require an employee to work during any rest or meal period mandated by an applicable
24 order of the IWC.

25 40. Employers must authorize and permit employees to be relieved of all duty during their
26 rest and meal periods: "A rest period, in short, must be a period of rest." *Augustus v. ABM Sec. Servs.*,
27 Inc., 2 Cal.5th 257, 273 (2016).

28 41. On information and belief, Defendants failed to authorize or permit all required

1 compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest
2 periods, interrupt rest periods, or work through rest periods.

3 42. *Failure to Reimburse Necessary Business Expenses.* Labor Code § 2802 provides that “[a]n
4 employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the
5 employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the
6 directions of the employer.” Lab. Code § 2802.

7 43. On information and belief, Defendants required Aggrieved Employees to use their
8 personal cellphones in the regular course of employment by answering texts and/or calls from their
9 supervisors for purposes of scheduling and re-scheduling future work, being assigned tasks, and general
10 administrative matters but failed to reimburse them for this usage. See *Cochran v. Schwan’s Home Serv.,*
11 Inc., 228 Cal. App. 4th 1137, 1144 (“We hold that when employees must use their personal cell phones
12 for work related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the
13 employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed
14 is a reasonable percentage of their cell phone bills.”).

15 44. *Failure to Provide Seating.* Defendants also denied Aggrieved Employees the right to
16 suitable seating. The applicable Wage Order provides that “[a]ll working employees *shall* be provided
17 with suitable seats when the nature of the work reasonably permits the use of seats.” *Id.* § 11050(14)(A)
18 (emphasis added). “When the employees are not engaged in the active duties of their employment and
19 the nature of the work requires standing, an adequate number of suitable seats *shall* be placed in
20 reasonable proximity to the work area and employees shall be permitted to use such seats when it does
21 not interfere with the performance of their duties.” *Id.* § 11050(14)(B). Defendants prohibition on
22 allowing employees to sit when the nature of the work reasonably permitted it violates the Wage Order
23 and Labor Code Section 1198.¹

24 45. *Failure to Provide and Maintain Compliant Wage Statements.* Labor Code § 226 requires
25 employers to furnish employees with an accurate, itemized statement in writing showing, among other
26 things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt
27

28 ¹ Labor Code Section 1198 provides that it is illegal to employ an employee for “longer hours than those
fixed by the [applicable wage order] or under conditions of labor prohibited by the [applicable wage]
order.”

employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or her social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

46. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees' wage statements inaccurately reflected gross and net wages earned. Defendants' failure to compensate all hours worked, earned premium pay, and/or all required overtime hours and rates further left the wage statements they provided to employees to be inaccurate.

47. Defendants have also failed to keep accurate payroll records for Plaintiff and Aggrieved Employees in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate payroll records reflecting hours worked and wages earned has impeded Plaintiff and Aggrieved Employees' ability to calculate unpaid wages earned.

48. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiffs and Aggrieved Employees.

49. *Failure to Provide and Maintain Records.* Labor Code § 226 provides that employers "shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer" and that employers "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request."

50. Labor Code § 1198.5 provides that "[u]pon a written request from a current or former employee, or her or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request . . ."

51. Labor Code § 432 provides that "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

52. Labor Code § 1174 requires employers to maintain payroll records showing the hours

1 worked daily by all employees, for a time not less than three years. Industrial Wage Order No. 5, Section
2 7 requires that an employer maintain “time records showing when the employee begins and ends each
3 work period” and make those records available to any employee upon reasonable request. *Id.*

4 53. On May 7, 2026, Plaintiff, through her legal counsel, made a written request via email
5 and U.S. Certified Mail, for: (1) copies of her payroll records and itemized wage statements pursuant to
6 California Labor Code section 226(b); (2) copies of all documents she signed relating to obtaining and
7 retaining employment with Respondents pursuant to California Labor Code section 432; and (3) copies
8 of her personnel records, including all documents relating to her performance, discipline, complaints,
9 grievances, and termination, pursuant to California Labor Code section 1198.5(a). Despite receipt of the
10 requests, Defendants failed to timely produce, or permit inspection of, the complete set of records
11 required under Labor Code 432 and 1198.5(a) within the statutory deadlines set forth in Labor Code
12 sections 432 and 1198.5(b)(1).

13 54. By way of example, Defendants produced records purporting to show that Plaintiff
14 electronically acknowledged and/or signed numerous employment-related documents, including but
15 not limited to meal break waiver forms, final pay authorization forms, paid sick leave policies, COVID-
16 19 workplace safety policies, and other onboarding and employment documents. However, Defendants
17 failed to produce the actual signed instruments themselves. Instead, Defendants merely produced
18 summary tables, screenshots, and/or tracking logs reflecting that Plaintiff purportedly “acknowledged”
19 or “signed” such documents electronically, without producing the underlying documents bearing
20 Plaintiff’s electronic signature, acknowledgment, or assent.

21 55. Labor Code § 226(f) and (h) sets forth that if an employer fails to permit a current or
22 former employee to inspect or copy records required to be kept under that section within 21 days of a
23 request to inspect, that employer is liable to the employee for a penalty of \$750, and the employee is
24 entitled to bring an action for injunctive relief to enforce compliance and shall be entitled to an award
25 of costs and reasonable attorney’s fees in doing so. Labor Code § 1198.5(k) sets forth that if an employer
26 fails to permit a current or former employee to inspect or copy records relating to the employee’s
27 performance or to any grievance concerning the employee within 30 days of a request to inspect, that
28 employer is liable to the employee for a penalty of \$750, and the employee is entitled to bring an action

1 for injunctive relief to enforce compliance and shall be entitled to an award of costs and reasonable
2 attorney's fees in doing so.

3 56. Defendants have a policy and practice of denying requests for employee records to their
4 current and former employees in California that violates Labor Code §§ 226, 432, 1174, and 1198.5 and
5 the Wage Orders. Under information and belief, Defendants also fail to maintain these records for the
6 statutorily prescribed length of time.

7 57. Procedural Requirements Met. On May 29, 2026, Plaintiff electronically filed a notice of
8 claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive notice
9 from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice from the
10 LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. On
11 August 3, 2026, the sixty-five-day notice period expired as to all defendants. Since the LWDA took no
12 steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative remedies
13 required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy of
14 Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

15 58. Plaintiff—as a representative of the People of the State of California—is entitled to seek
16 any and all penalties otherwise capable of being collected by the Labor Commission or Department of
17 Labor Standards Enforcement (“DLSE”) on behalf of the State of California through this Action.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- 20 A. For civil penalties under PAGA to be determined by trial;
 - 21 B. For pre- and post-judgment interest as allowed;
 - 22 C. For preliminary and permanent injunctive relief;
 - 23 D. For reasonable attorney's fees and costs and expert fees and costs; and
 - 24 E. For such other relief as this Court deems just and proper.
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Dated: August 3, 2026

Respectfully submitted,

KING & SIEGEL, LLP

By: /s/ Elliot J. Siegel
Elliot J. Siegel
Attorneys for Plaintiff

Dated: August 3, 2026

BARAHMAND LAW GROUP

By: /s/ Navid Barahmand
Navid Barahmand
Attorneys for Plaintiff

EXHIBIT A

BARAHMAND LAW GROUP

23801 Calabasas Road, Suite 2034

Calabasas, California 91302

Office: (818) 574-3355 | Direct: (818) 574-3210

www.BarahmandLaw.com



May 29, 2026

Original filed online via the LWDA's PAGA Claim Notice Portal

LABOR & WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Suite 801

Oakland, California 94612

Copy Sent Certified Mail to:

Capitol Corporate Services, Inc. – Agent for Service

RAISING CANE'S USA, L.L.C.

455 Capitol Mall Complex, Suite 217

Sacramento, California 95814

Re: Private Attorneys General Act ("PAGA") Notice Letter of Yarenis Cifuentes on Behalf of Herself and Aggrieved Employees Under California Labor Code Section 2699.3

Dear Sir/Madam:

We represent Yarenis Cifuentes against Defendant Raising Cane's USA, L.L.C. ("Defendant") in a lawsuit soon to be filed against Defendant in Los Angeles County Superior Court (the "Action"). A copy of the proposed Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to provide overtime hours; (3-4) failing to provide meal and rest breaks pursuant to Lab. Code § 226.7(b); (5) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5, and (6) failing to reimburse necessary business expenditures.

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California Labor and Workforce Development Agency
May 29, 2026

Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP

A handwritten signature in black ink, appearing to read 'Navid Barahmand', written in a cursive style.

NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosure: Exhibit A – Draft Complaint