

May 28, 2026

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Mark Henry Shafron, Registered Agent
Stonefire Grill, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9830 83

Stonefire Grill, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9834 58

Mark Henry Shafron, Registered Agent
Stonefire Grill 1, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9834 41

Stonefire Grill 1, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9835 19

Mark Henry Shafron, Registered Agent
Stonefire Grill 2, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9835 26

Stonefire Grill 2, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9835 02



Mark Henry Shafron, Registered Agent
Stonefire Grill 3, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9842 57

Stonefire Grill 3, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9842 95

Mark Henry Shafron, Registered Agent
Stonefire Grill 4, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9842 88

Stonefire Grill 4, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9842 71

Mark Henry Shafron, Registered Agent
Stonefire Grill 5, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9848 13

Stonefire Grill 5, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9848 82

Mark Henry Shafron, Registered Agent
Stonefire Grill 6, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9847 07

Stonefire Grill 6, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9847 83



Mark Henry Shafron, Registered Agent
Stonefire Grill 7, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9847 38

Stonefire Grill 7, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9805 25

Mark Henry Shafron, Registered Agent
Stonefire Grill 8, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9849 67

Stonefire Grill 8, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9849 81

Mark Henry Shafron, Registered Agent
Stonefire Grill 9, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9846 91

Stonefire Grill 9, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9841 03

Mark Henry Shafron, Registered Agent
Stonefire Grill 10, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9841 72

Stonefire Grill 10, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9843 94



Mark Henry Shafron, Registered Agent
Stonefire Grill 11, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9843 32

Stonefire Grill 11, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9840 59

Mark Henry Shafron, Registered Agent
Stonefire Grill 12, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9852 30

Stonefire Grill 12, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9858 27

Mark Henry Shafron, Registered Agent
Stonefire Grill 13, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9857 97

Stonefire Grill 13, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9858 34

Steven J Joffe, Registered Agent
Stonefire Grill 14, Inc.
555 Flower St, #2900
Los Angeles, CA 90071
Certified Mail Tracking Number: 9414 8111 0549 5810 9859 02

Stonefire Grill 14, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9856 12



Mark Henry Shafron, Registered Agent
Stonefire Grill 15, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9856 67

Stonefire Grill 15, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9856 98

Mark Henry Shafron, Registered Agent
Stonefire Grill Catering, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9853 53

Stonefire Grill Catering, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9854 21

Mark Henry Shafron, Registered Agent
Stonefire Grill Restaurant Management, Inc.
16133 Ventura Blvd, Ste 700
Encino, CA 91436
Certified Mail Tracking Number: 9414 8111 0549 5810 9827 27

Stonefire Grill Restaurant Management, Inc.
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9829 87

Daniel Bonoff
650 Sierra Madre Villa Ave, #300
Pasadena, CA 91107
Certified Mail Tracking Number: 9414 8111 0549 5810 9804 71



**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
James Ursua v. Stonefire Grill, Inc., et al.
Superior Court for the County of Los Angeles**

LWDA No. :

Gentlepersons:

This office represents Plaintiff James Ursua (“Plaintiff”) and other similarly situated aggrieved non-exempt, hourly employees aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants STONEFIRE GRILL, INC., a California corporation; STONEFIRE GRILL 1, INC., a California corporation; STONEFIRE GRILL 2, INC., a California corporation; STONEFIRE GRILL 3, INC., a California corporation; STONEFIRE GRILL 4, INC., a California corporation; STONEFIRE GRILL 5, INC., a California corporation; STONEFIRE GRILL 6, INC., a California corporation; STONEFIRE GRILL 7, INC., a California corporation; STONEFIRE GRILL 8, INC., a California corporation; STONEFIRE GRILL 9, INC., a California corporation; STONEFIRE GRILL 10, INC., a California corporation; STONEFIRE GRILL 11, INC., a California corporation; STONEFIRE GRILL 12, INC., a California corporation; STONEFIRE GRILL 13, INC., a California corporation; STONEFIRE GRILL 14, INC., a California corporation; STONEFIRE GRILL 15, INC., a California corporation; STONEFIRE GRILL CATERING, INC., a California corporation; STONEFIRE GRILL RESTAURANT MANAGEMENT, INC., a California corporation; DANIEL BONOFF, an individual; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Los Angeles County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all other Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this



Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as non-exempt, hourly employees and worked for Defendants in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present. Plaintiff and Aggrieved Employees are collectively referred to herein as “Aggrieved Employees.” Aggrieved Employees consistently worked at Defendants’ behest and under their control and subject to their policies and practices without being paid all wages due. Plaintiff is also informed and believes that there are other Aggrieved Employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below.

Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Aggrieved Employees all wages due and owing, including by requiring off the clock work and unpaid on-call time, unlawfully rounding time entries to the detriment of Aggrieved Employees, failing to incorporate non-discretionary bonuses, commissions and/or shift differentials into the regular rate of pay used to calculate and pay for overtime pay, sick pay, and meal and rest break premiums, failing to pay reporting time pay, failing to provide meal and rest breaks, and failing to pay meal and/or rest break premiums all in violation of various provisions of the California Labor Code and applicable Wage Orders.

During the course of Aggrieved Employees’ employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Aggrieved Employees were required to perform off the clock work which they were not compensated for despite being subject to Defendants’ control. For instance:

- Plaintiff and Aggrieved Employees were required to run errands, pick up trash, and open doors for guests for 20 minutes or more before being able to clock in at the beginning of the day.
- On occasion, Plaintiff and Aggrieved Employees were required to come in up to an hour early to attend meetings before being able to clock in.
- Plaintiff and Aggrieved Employees were required to perform closing tasks including cleaning and locking up for 20 minutes or more after clocking out at the end of the day.
- Plaintiff and Aggrieved Employees were required, on occasion, to speak to or text supervisors off-the-clock on their cellphones.
- On occasion, Plaintiff and Aggrieved Employees were required to be on-call or on stand-by. On such occasions, Plaintiff and Aggrieved Employees had to remain within 30 minutes of their jobsite in order to report to work if called in, and would face retaliation by Defendants if they refused.
- Plaintiff and Aggrieved Employees were required to clock out for meal periods but then



continue working and take their meal periods later. When meal periods were ultimately provided late, Plaintiff and Aggrieved Employees received less than thirty (30) minutes of duty-free, uninterrupted time to eat before they were forced to return to work, meaning that any pre-recorded meal period of at least thirty (30) minutes inaccurately recorded the duration of meal periods that did occur, resulting in uncompensated time.

- Finally, Defendants intentionally and improperly changed, adjusted, and/or modified the clock entries of Plaintiff and Aggrieved Employees to their detriment.

Moreover, Defendants had a consistent policy and practice of unlawfully rounding hours worked to the detriment of Aggrieved Employees. Rather than paying Aggrieved Employees for all hours and minutes they actually worked, Defendants followed a uniform policy and practice of rounding all time entries to the nearest quarter-hour or half-hour (i.e. to the nearest 15-minute or 30-minute time increment). Generally, rounding was to the detriment of Aggrieved Employees, and Plaintiff contends this policy is not neutral and resulted, over time, in the systematic undercompensation of the Aggrieved Employees. Rather than reflecting the actual hours worked by Aggrieved Employees, the time entries were rounded and reduced to reflect the scheduled work time rather than the actual hours worked. These unlawfully rounded time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created.

Further, Defendants required Aggrieved Employees to, on occasion, report to work, only to be sent home in under two hours because they were not needed. On such days when Defendants required Aggrieved Employees to come into work and then sent them home after working less than half of a shift, they were not paid required reporting time wages.

By implementing policies, programs, practices, procedures and protocols which resulted in off the clock work, Defendants' willful actions resulted in the systematic underpayment of wages and overtime pay to Aggrieved Employees. For example, the off the clock work addressed above caused Aggrieved Employees to begin receiving overtime pay later than they should have.

As a result of the above-described requirements to work off the clock, Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Additionally, Defendants failed to provide all the legally required unpaid, off-duty meal periods to Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during a shift but were often required to do so without receiving a lawful and timely meal break. Further, when Aggrieved Employees did receive untimely meal periods after their first five (5) hours during a shift, they were required to record the meal periods as having been provided in a timely manner. Also, Aggrieved Employees were not permitted to leave the premises during



meal periods, or were otherwise penalized or punished if they chose to leave the premises during meal periods. Finally, Aggrieved Employees were required to wear earpieces during meal periods and to respond to work demands, thus making the meal periods not duty free. Defendants placed their needs over Aggrieved Employees' lawful meal breaks and this resulted in Aggrieved Employees often having to work through their scheduled meal breaks, or otherwise take shortened ones, because the demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off duty meal periods.

On the occasions when Aggrieved Employees worked over 10 hours in a shift, Defendants also failed to provide them with a second, uninterrupted, timely and duty-free meal period. As a result, Defendants' failure to provide Aggrieved Employees with all legally required off-duty, unpaid meal periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective hourly rate of pay for each meal period that Defendants failed to provide or deficiently provided.

Aggrieved Employees were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one (1) hour's wages in lieu thereof. To the extent that Aggrieved Employees were permitted to take rest periods, Aggrieved Employees were restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods. Therefore, Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours; or major fraction thereof, nor did Defendants pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements failed to accurately account for unpaid wages and overtime because their actual hours were under-reported due to off the clock work and unlawful rounding. Further, the wage statements failed to accurately count for unpaid reporting time pay. Finally, the wage statements given to Aggrieved Employees failed to accurately account for premium pay for deficiently provided meal and rest periods.

Additionally, Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203. Specifically, Aggrieved Employees were not paid all regular and overtime wages because Defendants failed to pay for all hours worked by requiring off the clock work and unlawful rounding, failed to pay required reporting time pay, and failed to pay meal and rest period premiums owed. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

Moreover, Defendants failed to pay all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month pursuant to Labor Code



204. Defendants similarly failed to pay all wages earned by not more than seven (7) calendar days following the close of the payroll period.

Further, Defendants failed to reimburse Aggrieved Employees for necessary business expenses. Defendants have regularly required Plaintiff to incur business expenses in the course of performing his required job duties for Defendants including for use of his cellphone for work-related purposes, such as texting and calling his supervisor, clients, and co-workers, checking his schedule, using apps such as Paylocity, and using GPS when traveling as part of his job responsibilities. Plaintiff was also required to use his car for work-related purposes, such as to drive to other locations during his shift, and was not reimbursed for this mileage. Upon information and belief, Aggrieved Employees incurred similar costs. These expenses incurred by Plaintiff and Aggrieved Employees were necessary and required of them in performing their assigned job duties, but Defendants failed to reimburse Aggrieved Employees for all such necessary expenditures, thus entitling them to reimbursement according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “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.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”



As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

During the course of Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Aggrieved Employees were required to perform off the clock work which they were not compensated for despite being subject to Defendants' control. For instance:

- Plaintiff and Aggrieved Employees were required to run errands, pick up trash, and open doors for guests for 20 minutes or more before being able to clock in at the beginning of the day.
- On occasion, Plaintiff and Aggrieved Employees were required to come in up to an hour early to attend meetings before being able to clock in.
- Plaintiff and Aggrieved Employees were required to perform closing tasks including cleaning and locking up for 20 minutes or more after clocking out at the end of the day.
- Plaintiff and Aggrieved Employees were required, on occasion, to speak to or text supervisors off-the-clock on their cellphones.
- On occasion, Plaintiff and Aggrieved Employees were required to be on-call or on stand-by. On such occasions, Plaintiff and Aggrieved Employees had to remain within 30 minutes of their jobsite in order to report to work if called, and would face retaliation by Defendants if they refused.
- Plaintiff and Aggrieved Employees were required to clock out for meal periods but then continue working and take their meal periods later. When meal periods were ultimately provided late, Plaintiff and Aggrieved Employees received less than thirty (30) minutes of duty-free, uninterrupted time to eat before they were forced to return to work, meaning that any pre-recorded meal period of at least thirty (30) minutes inaccurately recorded the duration of meal periods that did occur, resulting in uncompensated time.
- Finally, Defendants intentionally and improperly changed, adjusted, and/or modified the clock entries of Plaintiff and Aggrieved Employees to their detriment.

Moreover, Defendants had a consistent policy and practice of unlawfully rounding hours worked to the detriment of Aggrieved Employees. Rather than paying Aggrieved Employees for all hours and minutes they actually worked, Defendants followed a uniform policy and practice of rounding all time entries to the nearest quarter-hour or half-hour (i.e. to the nearest 15-minute or 30-minute time increment). Generally, rounding was to the detriment of Aggrieved Employees, and Plaintiff contends this policy is not neutral and resulted, over time, in the systematic under-compensation of the Aggrieved Employees. Rather than reflecting the actual hours worked by Aggrieved Employees, the time entries were rounded and reduced to reflect the scheduled work



time rather than the actual hours worked. These unlawfully rounded time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created.

Additionally, Defendants required Aggrieved Employees to, on occasion, report to work, only to be sent home in under two hours because they were not needed. On such days when Defendants required Aggrieved Employees to come into work and then sent them home after working less than half of a shift, they were not paid required reporting time wages.

Defendants, and each of them, have also intentionally and improperly modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Aggrieved Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Aggrieved Employees, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

///



Failure to Pay Overtime Wages in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime and double time. Specifically, Defendants had a consistent policy of not paying Aggrieved Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Aggrieved Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 3(A), 4, and 20.

Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Failure to Pay Reporting Time Pay

Defendants required Aggrieved Employees to, on occasion, report to work, only to be sent home in under two hours because they were not needed. On such days when Defendants required Aggrieved Employees to come into work and then sent them home after working less than half of a shift, they were not paid required reporting time wages in violation of Section 5 of the applicable IWC Wage Order(s).

Therefore, pursuant to Section 5 of the applicable IWC Wage Order(s), Aggrieved Employees are entitled to damages in an amount equal to reporting time pay at their effective hourly rates of pay for all the wages they were not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 204, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks. Further, when Aggrieved Employees were provided with late meal periods, they were instructed to record the breaks as though they were timely. Additionally, Aggrieved Employees were not permitted to leave the premises during meal periods, or were otherwise penalized or punished if they chose to leave the premises during meal periods.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. For instance, Aggrieved Employees were required to wear earpieces during meal periods and to respond to work demands. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the



Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendants did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants did not provide rest periods, and to the extent that any rest periods were provided, they were untimely or for shortened durations, and if Aggrieved Employees did receive rest breaks, they were frequently interrupted with work demands, or Aggrieved Employees were otherwise forced to remain under the control of Defendants.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.



Defendants failed to provide accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Any wage statements given to Employees by Defendants necessarily failed to accurately account for wages, overtime, and premium pay, including by failing to pay for all hours worked and for providing deficient meal and rest periods, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(c) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Pay Wages When Due in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements by not more than seven days following the pay period, Defendants failed to timely pay Aggrieved Employees wages when due as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage



statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work and the failure to incorporate non-discretionary bonuses, commissions and/or shift differentials into the regular rate used to calculate and pay for overtime, sick pay, and meal and rest break premiums, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and he was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by requiring off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages within seven days following the pay period as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage



statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have regularly required Plaintiff to incur business expenses in the course of performing his required job duties for Defendants including for the use of his cellphone for work-related purposes, such as texting and calling his supervisor, clients, and co-workers, checking his schedule, using apps such as Paylocity, and using GPS when traveling as part of his job responsibilities. Plaintiff was also required to use his personal vehicle for work-related purposes, such as driving to other locations during his shift, and was not reimbursed for this mileage. Upon information and belief, Aggrieved Employees incurred similar costs. These expenses incurred by Plaintiff and Aggrieved Employees were necessary and required of them in performing their assigned job duties, but Defendants failed to reimburse Aggrieved Employees for all such necessary expenditures, thus entitling them to reimbursement according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through



this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 3(A), 4, and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Failure to Pay Reporting Time Pay: For Defendants failure to provide Aggrieved Employees with all their required reporting time pay in violation of Section 5 of the applicable IWC Wage Order(s) and civil and statutory penalties available and applicable under Labor Code §§ 204, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under



paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(d) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(e) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 9 and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.



This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against the Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.

Natalie Haritoonian

Cc: Stonefire Grill, Inc.; Stonefire Grill 1, Inc.; Stonefire Grill 2, Inc.; Stonefire Grill 3, Inc.; Stonefire Grill 4, Inc.; Stonefire Grill 5, Inc.; Stonefire Grill 6, Inc.; Stonefire Grill 7, Inc.; Stonefire Grill 8, Inc.; Stonefire Grill 9, Inc.; Stonefire Grill 10, Inc.; Stonefire Grill 11, Inc.; Stonefire Grill 12, Inc.; Stonefire Grill 13, Inc.; Stonefire Grill 14, Inc.; Stonefire Grill 15, Inc.; Stonefire Grill Catering, Inc.; Stonefire Grill Restaurant Management, Inc.; and Daniel Bonoff
by Certified Mail