

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency,
Sesame Mediterranean Grill, Inc.
Date: June 29, 2026
Subject: *Gerson Del Cid v. Sesame Mediterranean Grill, Inc. dba SoomSoom Fresh
Mediterranean Grill*

INTRODUCTION

Please take notice that Gerson Del Cid intends to seek civil penalties against his employer, Sesame Mediterranean Grill, Inc. dba SoomSoom Fresh Mediterranean Grill (“SoomSoom”) under the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”), on behalf of himself, the Labor and Workforce Development Agency (“LWDA”), and other aggrieved employees. SoomSoom is liable for these civil penalties as a result of its uniform and systematic failure to comply with California wage laws, including California Labor Code provisions relating to, among other things, payment of overtime wages and minimum wages, and providing meal and rest breaks (or payment of the statutory additional wages due), expense reimbursements, reporting time pay, inaccurate wage statements, and waiting time penalties.

Before pursuing these PAGA penalties in a representative capacity, California Labor Code § 2699.3 requires that aggrieved employees notify their employers and the LWDA of the specific provisions of the California Labor Code allegedly violated, as well as the facts and legal grounds supporting the allegations. To that end, we submit this letter on behalf of our client, Gerson Del Cid, and on behalf of all aggrieved employees to provide notice of the following facts and violations of the California Labor Code:

GENERAL INFORMATION

Sesame Mediterranean Grill, Inc. is an American fast-food restaurant that specializes in Mediterranean food such as falafel, shawarma, hummus, wraps, and drinks and has its headquarters in Los Angeles, California, as well as having various other locations all throughout Southern California. At all times mentioned herein, SoomSoom is licensed to do business in the State of California and conducted and continues to conduct substantial business in the State of California and at all times mentioned herein, SoomSoom was and is covered by the California Labor Code and the applicable California Industrial Welfare Commission (“IWC”) Wage Order.

Gerson Del Cid was employed by SoomSoom as a cook from December 4, 2025 to June 10, 2026. At all times, Mr. Del Cid was employed as an hourly non-exempt employee.

CALIFORNIA LABOR CODE VIOLATIONS

1. Failure to Provide Rest Periods

(California Labor Code §§ 226.7 and 512 and IWC Wage Orders)

High workload demands, strict deadlines to complete tasks, and intense pressure to meet provide prompt service, forced employees to delay, shorten, or forgo their rest breaks to complete their assigned tasks. Indeed, SoomSoom regularly failed to provide Mr. Del Cid and other employees with any rest break, including being relieved of all duty while on their supposed rest breaks like not being permitted to leave the work premises. In addition, when working more than six hours, Mr. Del Cid and other employees would not receive any additional rest breaks. Additionally, when such violations occurred, SoomSoom failed to pay Mr. Del Cid and other employees the one-hour premium required by Labor Code § 226.7 using the regular rate of pay. As a result, Mr. Del Cid and other employees regularly worked in excess of four hours or major fraction thereof during work days without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by California Labor Code §§ 226.7, 512, and 512,1198 and IWC Wage Orders, and SoomSoom is liable for civil penalties under California Labor Code §§ 2698 *et seq.*

2. Failure to Provide Meal Periods

(California Labor Code §§ 226.7, 512 and IWC Wage Orders)

The same workload demands discussed above forced Mr. Del Cid and other employees to delay, shorten, or forgo their meal breaks to complete their assigned tasks. Oftentimes, Mr. Del Cid worked more than a five-hour shift and did not receive a duty-free, 30-minute meal break, including being permitted to leave the premises during his so-called meal breaks. As a result, Mr. Del Cid and other employees worked more than five hours during a shift without being provided a timely, off-duty, half-hour meal period and/or more than ten hours in a shift without receiving a second timely, off-duty, half-hour meal period, as required by California Labor Code §§ 226.7 and 512 and the IWC Wage Orders. Additionally, when such violations occurred, SoomSoom failed to pay Mr. Del Cid and other employees the one-hour premium required by Labor Code § 226.7 using the regular rate of pay. As a result, SoomSoom has violated California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order, and is liable for civil penalties under California Labor Code §§ 2698 *et seq.*

3. Failure to Pay Minimum Wage

(California Labor Code §§ 204, 1118.12, 1197.1, IWC Wage Order)

SoomSoom failed to pay Mr. Del Cid and other employees California's prevailing minimum wage for all "hours worked" as a result of requiring employees to work off-the-clock. This "off-the-clock" work included SoomSoom requiring employees to perform work before and after their shifts and while they were on their supposed meal breaks. In such an instance, SoomSoom was obligated to pay wages for all hours worked but failed to do so. As a result, SoomSoom has violated California Labor Code §§ 204, 558, 1118.12, 1193.6, 1194, 1197, 1197.1,

and 1198 and the applicable IWC Wage Order for failure to pay minimum wage for all hours worked, and is liable for civil penalties under California Labor Code §§ 558 and 2698 *et seq.*

4. Failure to Pay Overtime Wages
(California Labor Code §§ 510 and 1194, and 1198)

At times, SoomSoom required Mr. Del Cid and other employees to work more than eight hours per day or more than 40 hours per workweek. In this instance, the non-exempt employees are entitled to receive one-and-one half times their regular hourly rate of pay for working more than eight hours but less than 12 hours in a workday or over 40 hours in a workweek. Notwithstanding this law, SoomSoom failed to maintain a policy and practice that compensates Mr. Del Cid and other employees for all hours worked, including overtime compensation and properly calculating the overtime rate. This was especially the case here, because of the “off-the-clock” work described above, considering, in general, Mr. Del Cid and other employees were full-time employees, meaning the unpaid hours worked resulted in unpaid overtime compensation.

As a result, SoomSoom has violated California Labor Code §§ 204, 210, 211, 510, 1194, 1197.1, and 1198 and the applicable IWC Wage Order for failure to pay overtime, and is liable for civil penalties under California Labor Code §§ 558 and 2698 *et seq.*

5. Failure to Provide Accurate Itemized Wage Statements
(California Labor Code § 226)

Mr. Del Cid and other employees’ wage statements were deficient, because of the violations detailed in this notice, including not paying regular and overtime wages for all hours worked and failing to provide meal and rest break premiums. In addition, SoomSoom failed to include all the information required by California Labor Code § 226. As a result, the wage statements provided to Mr. Del Cid and other employees were not accurate and did not include all the statutorily required information. In doing so, SoomSoom has violated California Labor Code § 226 by willfully failing to furnish Mr. Del Cid and other employees with accurate, itemized wage statements. These California Labor Code violations, in turn, constitute PAGA violations.

6. Reporting Time Pay
(IWC Wage Order)

Under California law, each workday an employee is required to work, but is not put to work or is furnished with less than half of his or her usual day’s work, the employee must be paid for half the usual or scheduled day’s work, but in no event for less than two hours not more than four, at his or her regular rate of pay. Here, SoomSoom required Mr. Del Cid and other employees to report to work, but sometimes SoomSoom’s management would inform them that there was not any work for them that day. In such a situation, these employees were sent home before their usual day’s work and are entitled to reporting time pay under the applicable IWC Wage Order. SoomSoom, however, did not provide reporting time pay to Mr. Del Cid and other employees in violation of the applicable IWC Wage Order, which in turn constitutes a PAGA violation.

7. Failure to Pay Waiting Time Penalties
(California Labor Code § 203)

Sections 201 and 202 of the California Labor Code require that employers pay employees all wages due immediately if an employer discharges an employee, and within 72 hours if an employee quits his or her employment. Section 203 of the California Labor Code provides that if an employer willfully fails to pay such wages timely, the employer must, as a sanction and amount owed, continue to pay that employee's wages until the back wages are paid in full or an action is commenced. The sanction and amount owed cannot exceed 30 days of wages.

SoomSoom owed wages to discharged employees, such as premiums for missed meal and rest periods, minimum wage, and overtime pay for hours worked over eight hours in a workday or 40 in a workweek. SoomSoom's failure to pay these wages at termination was willful and constitutes a PAGA violation based on a violation of California Labor Codes §§ 201-203 and 558.

8. Failure to Reimburse Business Expenditures and Losses
(California Labor Code § 2802)

As a pattern of practice, SoomSoom regularly failed to reimburse and indemnify Mr. Del Cid and other employees for their business expenses. These expenses were necessary expenditures incurred by Mr. Del Cid and other employees in performing job duties. For example, Mr. Del Cid and other employees were required to utilize their personal mobile devices for communication with colleagues and management concerning work-related matters. Despite being aware of these business expenses, SoomSoom failed to reimburse Mr. Del Cid and other employees for such business expenses in violation of California Labor Code § 2802, which requires employers to "indemnify his or her employee for all necessary expenditures and losses incurred by employees." In turn, this constitutes a PAGA violation based on a violation of California Labor Code §§ 2800 and 2802.

CONCLUSION

In sum, SoomSoom has committed PAGA violations based on non-compliance with California Labor Code §§ 204, 1118.12, 1197.1 (minimum wage), 226 (inaccurate itemized wage statements), 226.7 and 512 (meal and rest break violations), 510-511, 1198 (overtime wages), 2802 (expense reimbursements) and 202-203 and 558 (waiting time penalties), as well as the applicable IWC Wage Order

Mr. Del Cid seeks to remedy these violations by securing unpaid wages and civil penalties. Please let me know whether the LWDA intends to investigate or whether we may proceed with a civil action as representatives for the LWDA and those employees that are aggrieved. If you have any questions, please do not hesitate to contact me.

Sincerely,



Levon Shant Yepremian, Esq.
KJT Law Group, LLP

VIA ONLINE FILING

Labor and Workforce Development Agency

Attn: PAGA Administrator

Filed at "New PAGA Claim Notice" (<https://dir.tfaforms.net/308>)

VIA CERTIFIED MAIL, 9589 0710 5270 3723 4459 95

Sesame Mediterranean Grill, Inc.

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