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MIRIAM SILVA RUIZ on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

MIRIAM SILVA RUIZ, an individual, on
behalf of herself, all aggrieved employees, and
the State of California as a Private Attorneys
General,

Plaintiff,

vs.

PONTE VINEYARD INN, LLC, a limited
liability company, and DOES 1-50, inclusive,

Defendant.

Case No.: **CVME2611907**

**REPRESENTATIVE ACTION
COMPLAINT**

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

Plaintiff MIRIAM SILVA RUIZ brings this PAGA representative action complaint on
behalf of herself, all aggrieved employees, and the State of California as a Private Attorneys
General, and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff MIRIAM SILVA RUIZ worked as an employee for Defendant PONTE
VINEYARD INN, LLC and Does 1-50 (collectively “Defendant”). Defendant operates a vineyard

1 and attached inn within California. Plaintiff MIRIAM SILVA RUIZ is a former employee of
2 Defendant, where she worked from approximately June 2024 to February 2026, or approximately
3 one year and eight months. Plaintiff held the job title “Housekeeper,” and her responsibilities
4 included performing housekeeping duties at Defendant’s inn located at 35001 Rancho California
5 Rd, Temecula, California, during the statutory period. Plaintiff was an hourly, nonexempt
6 employee earning approximately \$21.00 per hour at the time of separation. Plaintiff brings this
7 action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698
8 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees of
9 Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

10 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
11 willful and intentional employment practices and policies. Plaintiff brings this representative
12 action on behalf of herself, all other similarly situated aggrieved employees, and the State of
13 California, based upon the claims articulated below. Plaintiff provided notice of her claims
14 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as
15 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
16 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
17 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
18 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

19 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
20 worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3)
21 failing to pay minimum wage; (4) failing to pay all wages due upon termination; (5) failing to
22 permit compliant meal breaks; (6) failing to provide rest breaks; (7) failing to permit sick leave;
23 and (8) failing to provide accurate itemized wage statements and violating record keeping
24 requirements. Defendant is therefore liable for civil penalties under the Cal. Labor Code, including
25 the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully
26 herein.
27
28

1 **THE PARTIES**

2 4. Plaintiff MIRIAM SILVA RUIZ is a resident of the State of California and is a former
3 employee of Defendant.

4 5. Defendant PONTE VINEYARD INN, LLC, is a limited liability company authorized to
5 do business and doing business in California with the capacity to sue and to be sued, and doing
6 business, in the county of RIVERSIDE, State of California.

7 6. Plaintiff is unaware of the true names, capacities, relationships, and extent of
8 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
9 informed and believes and thereon alleges that said Defendant is legally responsible for the
10 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
11 will amend this complaint when their true names and capabilities are ascertained.

12 7. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
13 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
14 of the representative class, and exercised control over their wages, hours, and working conditions.
15 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
16 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
17 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
18 to the other Defendants.

19 **JURISDICTION AND VENUE**

20 8. Venue is proper in this judicial district because Defendant conducts business in this
21 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
22 in this case that arose in this county.

23 9. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
24 the Superior Court and will be established according to proof at trial. Based on information,
25 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
26 monetary damages, penalties and attorney's fees is more than thirty-five thousand dollars
27 (\$35,000).
28

1 10. The California Superior Court has jurisdiction in this matter because Plaintiff is a
2 resident of California and Defendant is qualified to do business in California and regularly conduct
3 business in California. Further, there is no federal question at issue as the claims herein are based
4 solely on California law.

5 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

6 11. During the relevant time-period, Defendant committed various violations of the
7 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
8 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

9 12. This representative action represents over fifty (50) current and former aggrieved
10 employees.

11 13. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
12 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
13 numerous Labor Code sections, as set forth more fully below.

14 14. Plaintiff and all current and former hourly, nonexempt employees in California within
15 one year of filing this action to the present are aggrieved employees within the meaning of Labor
16 Code 2699, *et seq.* (See Labor code §2699(c).)

17 15. Plaintiff was personally subjected to and observed the unlawful wage and hour
18 practices complained of herein. For example, Plaintiff was required to carry a walkie talkie and
19 remain reachable during her meal and rest periods, was paid at her regular hourly rate rather than
20 the overtime rate when Defendant shifted her hours to a different day to avoid paying overtime,
21 and received wage statements that failed to accurately reflect her hours worked and premium
22 wages owed. These violations occurred pursuant to uniform policies implemented by Defendant
23 across its workforce.

24 16. Defendant, and each of them, have committed the following violations of the California
25 Labor Code:

26 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

27 (Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
28 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

1 17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
2 incorporates said paragraphs herein by reference.

3 18. The Wage Orders define “hours worked” as “the time during which an employee is
4 subject to the control of an employer, and including all the time the employee is suffered or
5 permitted to work, whether or not required to do so.” Defendant has been engaged in many
6 unlawful employment practices which resulted in underpayment for hours worked each pay period,
7 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
8 the required minimum wage for all hours worked, and failed to pay overtime, sick pay, premium
9 wages, and vacation wages at the correct regular rate of pay.

10 19. **Remaining Under Defendant’s Control During Unpaid Periods.** Plaintiff and
11 aggrieved employees were required to carry walkie talkies at all times, including during meal and
12 rest periods. When employees received a message, regardless of whether or when they were on
13 break, they were required to reply “copy” to indicate they had received the communication.
14 Employees were therefore never fully relieved of Defendant’s control and should have been
15 compensated for this time.

16 20. **Overtime Hours Unpaid.** Defendant failed to pay Plaintiff and aggrieved employees
17 overtime at the correct rate. Instead of paying overtime when earned, Defendant added overtime
18 hours worked to other days to avoid paying the overtime premium. For example, if Plaintiff left
19 her shift before her scheduled shift end time, she was called in to make up the hours on a different
20 day. Hours worked on that subsequent day, even where they caused her to exceed forty hours in
21 one workweek, were paid at her regular hourly rate instead of the overtime rate of pay.

22 21. **Work Performed During Unpaid Meal Periods.** As more fully set forth below,
23 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of “not less
24 than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and
25 512. Plaintiff and fellow aggrieved employees’ meal breaks were often interrupted or cut short as
26 a result of Defendant’s staffing and business practices. Meal breaks were provided after the fifth
27 hour of work on occasion subject to proof.
28

1 22. Plaintiff and aggrieved employees have been employed under conditions prohibited by
2 the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for
3 civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

4 **Failure to Pay All Wages Owed Twice Per Month**

5 (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

6 23. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
7 incorporates said paragraphs herein by reference.

8 24. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
9 twice during each calendar month pursuant to Labor Code §204(a).

10 25. Defendant failed to pay all wages earned to employees as a result of the unlawful
11 employment policies and practices discussed herein. As a result of these practices, employees were
12 underpaid for hours worked, including overtime and penalty wages, and this underpayment
13 resulted in a failure to pay all wages owed twice per month.

14 26. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.*
15 for failure to pay wages as required by law.

16 **Failure to Pay Minimum Wage**

17 (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

18 27. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
19 incorporates said paragraphs herein by reference.

20 28. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
21 to suffer or permit a California employee to work without paying wages at the proper minimum
22 wage for all time worked as required by the applicable IWC Wage Order.

23 29. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a
24 result of Defendant's practices described above. Based on Defendant's unlawful conduct described
25 herein, and because Plaintiff and the aggrieved employees were paid at or near minimum wage,
26 employer's failure to pay for all hours worked, including overtime, resulted in a payment of less
27 than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and
28

1 the Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699
2 *et seq.*

3 **Failure to Pay Wages Due Upon Termination**

4 (Cal. Labor Code §§ 201, 202, 203, 227.3 and 2698 *et seq.*)

5 30. An employee who is discharged must be paid all of his or her wages, including accrued
6 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
7 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
8 Plaintiff at the time employment terminated.

9 31. Defendant willfully failed to pay employees who are no longer employed by it all
10 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.

11 32. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30)
12 days pay as waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties
13 pursuant to Cal. Lab. Code § 2698 *et. seq.*

14 **Failure to Permit Compliant Meal Periods**

15 (Cal. Lab. Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

16 33. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
17 incorporates said paragraphs herein by reference.

18 34. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
19 period of more than five hours per day without providing the employee with a meal period of not
20 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
21 to work during any meal... period mandated by an applicable order of the Industrial Welfare
22 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee
23 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
24 duty’ meal period and counted as time worked.”

25 35. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
26 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
27 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or aggrieved employees for
28 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were

1 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
2 Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to
3 Cal. Labor Code §558 and §2698 *et. seq.*

4 36. Plaintiff and fellow aggrieved employees frequently missed first and second meal
5 periods. When meal periods were provided, they were often late, short, and/or interrupted. Plaintiff
6 and her coworkers were required to carry walkie talkies at all times, including during meal periods.
7 When employees received a message, regardless of whether or when they were on break, they
8 were required to reply “copy” to indicate they had received the communication. Employees were
9 therefore never relieved of all duties during their meal periods and should have been paid for this
10 time and the applicable premium.

11 **Failure to Provide Rest Breaks**

12 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Orders)

13 37. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
14 incorporates said paragraphs herein by reference.

15 38. Defendant failed to maintain a compliant rest period policy and practice that provides
16 its employees with off-duty rest periods as required by California law.

17 39. Plaintiff reports that employees frequently missed rest periods as a result of
18 Defendant’s staffing and business practices, and rest breaks were routinely interrupted with
19 required communications.

20 40. The rest period requirement obligates employers to permit and authorize employees to
21 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
22 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
23 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s
24 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
25 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
26 Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance
27 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
28 pay at the employee’s regular rate of compensation for each work day that the rest period is not

provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

41. Defendant did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. Seq.*

42. Plaintiff and fellow aggrieved employees’ rest breaks were interrupted daily or cut short due to the press of work. As explained above, Plaintiff and her coworkers were not relieved of all duties during rest breaks because they were required to carry and respond to walkie talkies. When breaks were not compliant, Defendant failed to pay the one-hour premium as required. While Plaintiff was employed by Defendant, and when Defendant terminated Plaintiff’s employment, Defendant failed to pay Plaintiff rest period premiums owed for missed or noncompliant rest periods.

Failure to Permit Sick Leave

(Cal. Lab. Code §§233, 245.5, 246.5, 2698 *et seq.*)

43. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

44. Under Labor Code sections 233 and 246.5, an employer must provide paid sick days upon the oral or written request of an employee, and may not deny an employee the right to use

1 accrued sick days, or discharge, threaten to discharge, demote, suspend, or otherwise discriminate
2 against an employee for using accrued sick days. Pursuant to Labor Code section 233, subdivision
3 (c), employees may use accrued sick days to attend to the illness of a family member.

4 45. Plaintiff had accrued over eighty (80) hours of paid sick leave/PTO. Defendant
5 terminated Plaintiff's employment after she gave oral notice of her need for time off to care for
6 her disabled son, in direct conflict with Labor Code section 233, subdivision (c).

7 46. As a result of this conduct, Defendant is liable for civil penalties pursuant to Labor
8 Code §2698 et seq.

9 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
10 **Requirements**

11 (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*)

12 47. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
13 incorporates said paragraphs herein by reference.

14 48. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
15 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
16 and keep accurate records as required by §1174(d).

17 49. The statements provided to Plaintiff and aggrieved employees, and the records
18 maintained by Defendant, have not accurately reflected actual gross wages earned, including pay
19 for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay
20 at the correct rate, and pay for meal and rest period premium wages.

21 50. §226 (a) requires:

22 A. An employer, semimonthly or at the time of each payment of wages,
23 shall furnish to his or her employee, either as a detachable part of the check,
24 draft, or voucher paying the employee's wages, or separately if wages are paid
25 by personal check or cash, an accurate itemized statement in writing showing
26 (1) gross wages earned, (2) total hours worked by the employee, except as
27 provided in subdivision (j), (3) the number of piece-rate units earned and any
28 applicable piece rate if the employee is paid on a piece-rate basis, (4) all

deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

51. Such failures called injury to Plaintiff and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

52. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

FIRST CAUSE OF ACTION

Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)

(California Labor Code §2698 *et seq.*)

53. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

54. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

55. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

1 56. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
2 Code provisions:

- 3 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
4 Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510,
5 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders);
- 6 b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and
7 2698 *et seq.*);
- 8 c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194,
9 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);
- 10 d. Failure to Pay Wages Due Upon Termination (Cal. Labor Code §§201, 202, 203,
11 227.3 and 2698 *et seq.*)
- 12 e. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512,
13 558, 1198, 2698 *et seq.*, Wage Order);
- 14 f. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
15 2698 *et seq.*, Wage Orders);
- 16 g. Failure to Permit Sick Leave (Cal. Lab. Code §§233, 245.5, 246.5, 2698 *et seq.*);
- 17 h. Failure to Provide Accurate Itemized Wage Statements & Violation of Record
18 Keeping Requirements (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*);

19 57. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
20 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
21 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
22 employee for each subsequent violation of Labor Code §226(a).

23 58. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil
24 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations
25 for each underpaid employee for each pay period for which the employee was underpaid, and one
26 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period
27 for which the employee was underpaid.
28

59. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

60. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of herself and all other current and former aggrieved employees.

61. At the time of each violation, Defendant employed one or more employees.

62. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

63. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency (“LWDA”) and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiff’s Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

PRAYER FOR RELIEF

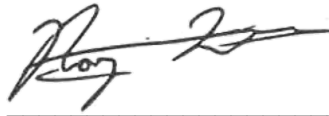
WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;

- 1 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
2 law;
3 4. Pre-judgement and post-judgement interest as provided by law; and
4 5. Such other and further relief that the Court may deem just and proper.
5

6 DATED: August 31, 2026

KOUL LAW FIRM, APC

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10 BY: Nazo Koulloukian, Esq.
11 Attorneys for Plaintiff MIRIAM SILVA RUIZ, and
12 all aggrieved employees
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 325 – 3032

F (818) 561 – 3938

217 South Kenwood Drive

Glendale, CA 91205

www.koullaw.com

June 18, 2026

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Ponte Vineyard Inn, LLC
35001 Rancho California Rd
Temecula, CA 92591

Ponte Vineyard Inn, LLC
35601 Rancho California Rd.
Temecula, CA 92591

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant: Miriam Silva Ruiz

Employer: Ponte Vineyard Inn, LLC

Dear Sir or Madam:

Miriam Silva Ruiz (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Ponte Vineyard Inn, LLC (hereafter “Employer”).

Employer operates a vineyard and attached inn within California. Claimant worked for Employer from June 2024 to February 2026 as a housekeeper at 35001 Rancho California Rd in Temecula, California. Claimant worked as an hourly, nonexempt employee earning approximately \$21.00 at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2441, 2802, 2810.5, and all applicable Wage Orders.

During Claimant’s employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or

permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 et seq., IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Remaining Under Employer’s Control During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, **off-duty**, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512.

As detailed below, the Claimant and her coworkers were required to carry walkie talkies at all times, including during meal and rest periods. When employees received a message, regardless of whether or when they were on break, they were required to reply “copy” to indicate they received the communication. Employees were therefore never relieved of all duties and should have been paid for this time.

Overtime Hours Unpaid

Employer failed to pay Claimant and aggrieved employees at the overtime rate. Instead, many overtime hours were paid at the regular rate. Employer added overtime hours to other days to avoid paying the overtime rate. For example, if Claimant left her shift prior to her scheduled shift end time, she was called in to make up hours on a different day. Hours on that subsequent day, even if they caused her to exceed 40 in one week, were paid at her regular hourly rate instead of her overtime rate of pay.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 et seq.)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 et seq.)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 et seq.)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 et seq., Wage Order)

Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee

is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Claimant and her coworkers were required to carry walkie talkies at all times, including during meal and rest periods. When employees received a message, regardless of whether or when they were on break, they were required to reply “copy” to indicate they received the communication. Employees were therefore never relieved of all duties and should have been paid for this time.

When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay both during her employment and on her final wage statement. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269.

Employers must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also, Bufil v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

As explained above, Claimant and her coworkers were not relieved of all duties during rest breaks because they were required to carry and respond to walkie talkies.

When breaks were not compliant, Employer failed to pay the one-hour premium as required. While Claimant was employed by Employer, and when Employer terminated Claimant’s

employment, Employer failed to pay Claimant rest period premiums owed for missed or noncompliant rest periods.

Failure to Permit Sick Leave

(Cal. Lab. Code. §§233, 245.5, 246.5)

Under Labor Code Sections 233 and 246.5, an employer shall provide paid sick days upon the oral or written request of an employee. An employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days.

Pursuant to Labor Code Section 233 (c), Employees may use their accrued sick days to care for a family member.

Plaintiff had accrued over 80 hours of PTO. However, Employer terminated her employment when she gave oral notice of needing time off to care for her disabled son. This is in direct conflict with Labor Code Section 233(c), entitling Plaintiff to reinstatement and actual damages or one day's pay, whichever is greater, as well as appropriate equitable relief. Plaintiff may therefore seek penalties for Employer's failure to pay required sick leave on behalf of herself and similarly situated aggrieved employees.

Failure to Provide Accurate Itemized Wage Statements

(Cal. Labor Code §§ 226, 1174, 2698 et seq)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, overtime pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written

orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish at the end.

Nazo Koulloukian, Esq.
Attorney for Claimant