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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JEDA BARCLAY, on behalf of others similarly
situated and the State of California under the
Private Attorneys General Act,

Plaintiffs,

vs.

SHOWA HOSPITALITY, LLC; NISHI USA
CORP; SHOWA RAMEN CORP; TACONVOY
CORP; ROBERTSON SUSHI CORP.;
SAKANA USA CORP; TACO CHOP 100%
MEXICAN GRILL, INC.; and DOES 1 through
50, inclusive,

Defendants.

Case No. 26CU040034C

Judge: Hon. Terrie E. Roberts

Department: 68

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Meal Period Violations
2. Rest Period Violations
3. Untimely Payment of Wages
4. Wage Statement Violations
5. Waiting Time Penalties
6. Unfair Competition
7. Unpaid Split Shift Premium Wages
8. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

Action Filed: July 24, 2026

1 Plaintiff JEDA BARCLAY, on behalf of all others similarly situated and the State of California
2 under the Private Attorneys General Act (“Plaintiff”) brings this FIRST AMENDED CLASS AND
3 REPRESENTATIVE ACTION COMPLAINT against Defendants SHOWA HOSPITALITY, LLC;
4 NISHI USA CORP; SHOWA RAMEN CORP; TACONVOY CORP; ROBERTSON SUSHI CORP.;
5 SAKANA USA CORP; TACO CHOP 100% MEXICAN GRILL, INC.; and DOES 1 through 50,
6 inclusive (collectively “Defendants”), alleging as follows:

7 **INTRODUCTION**

8 1. This is a class and representative action filed for wage and hour violations of the
9 California Labor Code.

10 2. Defendants employed Plaintiff and covered employees during the class Period.

11 3. Defendants failed to pay split shift premium wages by assigning Plaintiff and covered
12 employees to work split shifts without paying the required split shift premium.

13 4. Defendants failed to provide, authorize, and/or permit Plaintiff and covered employees
14 to take compliant meal and rest periods, yet Defendants did not pay all meal and rest period premiums.

15 5. Defendants failed to timely pay all wages owed to Plaintiff and covered employees
16 during their employment and upon separation of employment.

17 6. Defendants' employment policies, practices, and payroll administration systems
18 enabled and facilitated these violations on a company-wide basis with respect to the covered
19 employees.

20 7. Defendants are further liable for derivative claims for wage statements, failure to
21 maintain accurate records, untimely payment, and other associated violations.

22 8. Plaintiff seeks to recover the underpaid damages, plus associated penalties, interests,
23 attorney's fees and costs.

24 **JURISDICTION & VENUE**

25 9. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
26 California Constitution as the causes of action are premised upon violations of California law.

27 10. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
28 the Superior Court.

11. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California economy so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

PARTIES

13. Plaintiff Jeda Barclay is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about August 2024 to January 2026. Plaintiff worked as a Hostess.

B. Defendants

1 19. Defendant Robertson Sushi Corp. is a California corporation that maintains operations
2 and conducts business throughout the State of California, including in this county.

3 20. Defendant Sakana USA Corp is a California corporation that maintains operations and
4 conducts business throughout the State of California, including in this county.

5 21. Defendant Taco Chop 100% Mexican Grill, Inc. is a California corporation that
6 maintains operations and conducts business throughout the State of California, including in this
7 county.

8 22. Upon information and belief, Nishi USA Corp did not operate independently of Showa
9 Hospitality, LLC and Sakana USA Corp, but instead operated under centralized control exercised by
10 individual employed at the Showa Hospitality level. Upon information and belief, Natalia
11 Postlethwait, a vice President of Showa Hospitality, LLC, personally directed Nishi USA Corp's
12 restaurant operations and was the individual who hired Nishi USA Corp's employees and set their pay
13 rates, schedules, and job duties, the same hiring, pay, and scheduling authority Jessica Cho exercised
14 over Sakana USA Corp's employees at Himitsu.

15 23. Upon information and belief, Yuki Nobumoto, Senior Office Manager for Showa
16 Hospitality, LLC, processed employee separations for personnel at Nishi USA Corp, Sakana USA
17 Corp, and Convoy Music Bar alike, without regard to the corporate boundaries between these entities.
18 Michael Roels, Vice President of Finance for Showa Hospitality, LLC, personally traveled to Nishi
19 USA Corp's restaurant to inform its staff that the location was closing, a personnel decision made by
20 a parent-level executive rather than b y Nishi USA Corp's own on-site management.

21 24. Upon information and belief, at least two employees worked shifts at both Nishi USA
22 Corp and Sakana USA Corp during overlapping periods of employment. Employees of Nishi USA
23 Corp received Form W-2s and payroll records identifying Sakana USA Corp, rather than Nishi USA
24 Corp, as their employer, the same entity identified on the pay records of Sakana USA Corp's own
25 employees, and both restaurants were marketed as affiliated "sister" restaurants of Show Hospitality
26 sharing a single employee portal.

27 25. Upon information and belief, JJ Takeyama, employed at the Showa Hospitality level
28 as Executive Chef, simultaneously held the position of Operator and Head of Operations at both

1 Sakana USA Corp and Showa Ramen Corp, giving Showa Ramen Corp and Sakana USA Corp a
2 shared employee occupying overlapping management roles at both entities.

3 26. Upon information and belief, Michael Roels is named as the Human Resources contact
4 of record on Plaintiff's own Personnel Action Form documenting her separation from Sakana USA
5 Corp, and Yuki Nobumoto is listed in the payroll field on that same form. As alleged below, Yuki
6 Nobumoto personally administered CalSavers retirement contributions on behalf of employees across
7 at least nine restaurant locations spanning multiple entities within the Showa Hospitality group.

8 27. Under *Laird v. Capital Cities/ABC, Inc.* (1998) 68 Cal.App.4th 727, 737-39, courts
9 evaluate integrated enterprise and single employer status under four factors: (1) interrelation of
10 operations; (2) common management; (3) centralized control of labor relations; and (4) common
11 ownership or financial control, with centralized control of labor relations the most important factor.
12 Upon information and belief, and as alleged above, Defendants share interrelated operations, common
13 management, and centralized control of labor relations through named individuals including Natalia
14 Postlethwait, Yuki Nobumoto, Michael Roels, and JJ Takeyama, each of whom exercised authority
15 reaching across corporate lines with respect to the hiring, pay, scheduling, discipline, separation, and
16 closure of employees at more than one Defendant entity. Defendants further share a single business
17 address, a single careers page, and a common founder and registered agent, Julian Hakim. Defendants
18 are therefore employers, co-employers, joint employers, and/or part of an integrated employer
19 enterprise, and are jointly and severally responsible for the acts and omissions alleged herein,
20 including pursuant to Labor Code sections 558, 558.1, and 1197.1.

21 28. Upon information and belief, Defendants in this action are employers, co-employers,
22 joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised
23 control over the wages, hours, and working conditions of the employees, suffered and permitted them
24 to work, and otherwise engaged them as employees under California law.

25 29. Upon information and belief, Defendants acted in all respects pertinent to this action as
26 an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated
27 enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and
28 omissions of each defendant may be legally attributable to all others.

CLASS ALLEGATIONS

30. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

- a. All current and former non-exempt employees who worked for Defendants in California at any time from four years prior to the filing of this action through date of class certification.

31. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

32. The class is ascertainable and shares a well-defined community of interest in this litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of class members are ascertainable by inspection of Defendants' employment and payroll records.
- b. Typicality: Plaintiff's claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiff experienced, will establish the right of the class to recover on the causes of action alleged herein.
- c. Adequacy: Plaintiff is an adequate class representative; will take all necessary steps to protect the class members' interests adequately and fairly; has no interest antagonistic to other class members; and is represented by attorneys who have substantial experience prosecuting, defending, resolving, and litigating wage and hour class, collective, and representative actions in California state and federal courts.
- d. Superiority: A class action is superior to other means for adjudicating this dispute. Individual joinder is impractical. Class treatment will allow for

common issues to be resolved in a single forum, simultaneously, and without duplication of effort and expense.

e. Public Policy Considerations: Certification of this lawsuit as a class action advances the State of California's strong public interest in ensuring its approximately millions of employed residents are properly paid the wages they earned for the hours they worked. Class actions provide a mechanism for enforcement of labor laws and allow for vindication of employee rights by unnamed class members.

33. Common questions of law and fact as to the class members predominate over questions affecting only individual members. The common questions of law and fact exist as to whether the employment policies and practices formulated by Defendants and applied to the class members constitute violations of California law.

GENERAL ALLEGATIONS

34. Plaintiff and the covered employees worked for Defendants as non-exempt employees and were compensated on an hourly basis.

35. Defendants employed Plaintiff during the PAGA Period in the position of Hostess from August 2024 to January 2026. During their employment Plaintiff and the other covered employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

36. Defendants maintained an unlawful policy and practice of failing to pay split shift premium wages to the covered employees. Defendants consistently assigned Plaintiff and the covered employees to work split shifts. For example, on information and belief, Plaintiff and the covered employees regularly worked double shifts where their workday was split by the restaurant's closure from 2:30 p.m. to 5:00 p.m. Plaintiff's time records regularly show Plaintiff clocking out from the first shift and clocking back in for the second shift between 4:00 p.m. and 4:30 p.m. to prepare the restaurant for reopening at 5:00 p.m. However, Defendants never paid Plaintiff and the covered employees a split shift premium during their employment.

37. Plaintiff and the covered employees routinely experienced missed and non-compliant

1 meal periods due to Defendants' practices and/or policies of assigning heavy workloads and
2 understaffing their restaurants. For example, Plaintiff was routinely unable to take her meal periods
3 because she was required to perform her duties without any operational coverage to relieve her.
4 Throughout her shifts, Plaintiff was required to simultaneously answer phones, book and seat
5 reservations, bus and set tables, clear glassware, and prepare drinks for customers. Additionally, she
6 was responsible for managing table turnover times, coordinating server timelines, and closing out all
7 to-go orders. Because she was required to constantly perform these overlapping tasks without any
8 relief staff to cover her stations, Plaintiff was unable to step away from her duties and was forced to
9 miss her meal periods entirely.

10 38. Every time Plaintiff and the covered employees received a non-compliant meal period,
11 Defendants owed them a meal period premium at their regular rate of compensation. However, during
12 Plaintiff's employment with Defendants, Plaintiff never received a meal period premium. Plaintiff
13 alleges, based on information and belief, that this was a matter of common policy and practice with
14 respect to other covered employees.

15 39. As discussed above, due to Defendants' policies and/or practices of assigning heavy
16 workloads and chronically understaffing their restaurants, Plaintiff and the covered employees
17 routinely experienced missed and non-compliant rest periods. Specifically, Plaintiff was never able to
18 take a single rest period during her entire period of employment because she was responsible for
19 various tasks to be completed simultaneously without proper coverage which made it impossible to
20 step away from her duties. As a result, Plaintiff had no choice but to forgo her rest periods entirely to
21 keep the restaurant running.

22 40. When Plaintiff and the covered employees received these non-compliant rest periods,
23 they were owed rest period premiums at their regular rate of compensation. However, during Plaintiff's
24 employment with Defendants, Plaintiff never received a rest period premium. Plaintiff alleges, based
25 on information and belief, that this was a matter of common policy and practice.

26 41. Because Defendants failed to pay all wages and premiums in each pay period in which
27 such wages were earned at the lawful rate, Defendants violated the applicable Labor Code sections
28 (for weekly employees, as applicable). Defendants failed to pay all wages and premiums owed on the

regular pay days scheduled each pay period within seven calendar days of the close of the payroll period.

42. Defendants failed to pay all wages and premiums owed to the covered employees during their employment, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments.

43. Defendants failed to provide accurate itemized wage statements to the covered employees each pay period. Defendants failed by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the wage statement.

44. Plaintiff and the covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and the covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

45. Because of the policies and practices set forth above, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

46. In addition to failing to properly pay wages and premiums, Defendants maintained an unlawful corporate policy and practice of improperly withholding employee payroll deductions and failing to timely remit those funds to third-party benefit programs.

47. Specifically, around September 2024, Defendants introduced CalSavers as their employee retirement savings program. Plaintiff enrolled in the program, and Defendants began taking

wage deductions for retirement contributions from Plaintiff's paychecks, as reflected on Plaintiff's paystubs from October 18, 2024 through November 14, 2025.

48. However, despite continuously deducting these earnings from Plaintiff's paychecks each pay period, Defendants failed to deposit or remit Plaintiff's payroll deductions into Plaintiff's CalSavers account after December 31, 2024.

49. On or about September 30, 2025, Plaintiff requested information from her manager, Jessica Cho, regarding the financial services provider in order to review her account. After receiving no response, Plaintiff escalated the request to an assistant manager to obtain login information. Upon gaining access, Plaintiff discovered that Defendants had unlawfully retained and withheld her wage deductions for over ten months without depositing them into her CalSavers account.

50. On or about November 14, 2025, Defendants' office manager, Yuki Nobumoto, acknowledged to Plaintiff that Defendants had systematically mishandled employee retirement contributions dating back to 2021, affecting employees across at least nine restaurant locations.

51. On November 18, 2025, Defendants made a lump-sum deposit of \$1,319.03 into Plaintiff's CalSavers account, representing the principal amount of unpaid contributions previously withheld. However, Defendants failed and refused to pay or credit Plaintiff and affected Class Members for the lost investment growth, interest, yield, and appreciation their funds would have earned had Defendants timely deposited the withheld wages. Defendants' unlawful retention of employee wage deductions deprived Plaintiff and Class Members of the use, yield, and appreciation of their earned wages.

FIRST CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 512

52. All outside paragraphs of this Complaint are incorporated into this section.

53. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or meal period premiums in lieu thereof), and which further provide a private right of action for an employer's failure to lawfully provide all meal periods and/or pay meal period premiums at the lawful

regular rate of compensation.

54. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiff and class members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

55. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

56. Plaintiff and class members are entitled to recover the full amount of the meal period premiums owed, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to the extent permitted by law.

SECOND CAUSE OF ACTION

REST PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 516

57. All outside paragraphs of this Complaint are incorporated into this section.

58. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private right of action for an employer’s failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

59. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the

1 applicable orders).

2 60. Further, Defendants willfully failed in their affirmative obligation to consistently pay
3 Plaintiff and class members one additional hour of pay at the respective regular rate of compensation
4 for each workday that a fully compliant rest period was not provided, in violation of Labor Code
5 sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

6 **THIRD CAUSE OF ACTION**

7 **UNTIMELY PAYMENT OF WAGES**

8 **Violation of Labor Code §§ 204, 210, 218**

9 61. All outside paragraphs of this Complaint are incorporated into this section.

10 62. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
11 §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay
12 period, and which further provide a private right of action for an employer's failure to comply with
13 this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due
14 under these sections, including Labor Code § 210(c)'s statutory late payment penalties.

15 63. Defendants willfully failed in their affirmative obligation to timely pay all wages,
16 including paid sick leave and meal and rest premiums, earned by Plaintiff and class members twice
17 during each calendar month on days designated in advance by the employer as regular paydays (for
18 employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly
19 employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the
20 "Minimum Wages" sections of the applicable orders).

21 64. Plaintiff and class members are entitled to recover the full amount of the unpaid wages,
22 in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay
23 each employee and \$200 for all subsequent violations and for all willful or intentional violations for
24 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided
25 in Labor Code § 210, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

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1 **FOURTH CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 **Violation of Labor Code § 226**

4 65. All outside paragraphs of this Complaint are incorporated into this section.

5 66. This cause of action is brought by a wage statement subclass pursuant to Labor Code
6 § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each
7 pay period, and which further provide a private right of action for an employer's failure to comply
8 with this obligation.

9 67. Defendants knowingly and intentionally failed in their affirmative obligation to provide
10 accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and
11 class members. Specifically, the wage statements issued to Plaintiff and class members did not
12 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

13 68. Defendants' unlawful acts and omissions deprived Plaintiff and class members of
14 accurate itemized wage statements, causing confusion and concealing wage and premium
15 underpayments.

16 69. As a result, Plaintiff and class members are entitled to recover the statutory penalty of
17 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for
18 each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in
19 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
20 Code section 226(e).

21 **FIFTH CAUSE OF ACTION**

22 **WAITING TIME PENALTIES**

23 **Violation of Labor Code §§ 201 *et seq.***

24 70. All outside paragraphs of this Complaint are incorporated into this section.

25 71. This cause of action is brought by a waiting time subclass pursuant to Labor Code
26 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
27 employment, and which further provide a private right of action to recover statutory waiting time
28 penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days

1 wages.

2 72. Defendants willfully failed and continue to fail in their affirmative obligation to pay all
3 wages earned and unpaid to Plaintiff and class members immediately upon termination of employment
4 or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his
5 or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor
6 Code sections 201 through 203 and the IWC Wage Orders.

7 73. Plaintiff and class members are entitled to recover a waiting time penalty for a period
8 of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

9 **SIXTH CAUSE OF ACTION**

10 **UNFAIR COMPETITION**

11 **Violation of Business and Professions Code §§ 17200 *et seq.***

12 74. All outside paragraphs of this Complaint are incorporated into this section.

13 75. Defendants have engaged and continue to engage in unfair and/or unlawful business
14 practices in the State of California in violation of California Business and Professions Code § 17200
15 by committing the foregoing wage and hour violations alleged throughout this Complaint, including
16 but not limited to failing to pay split shift premiums, failing to provide compliant meal and rest breaks
17 or pay meal and rest premiums, failure to timely pay all wages upon separation, failing to issue
18 accurate itemized wage statements, and unlawfully withholding, retaining, and delaying remittance of
19 employee wage deductions intended for employee retirement accounts.

20 76. Defendants' dependence on these unfair and/or unlawful business practices deprived
21 Plaintiff and continue to deprive other class members of compensation to which they are legally
22 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to
23 Defendants over competitors who have been and/or are currently employing workers in compliance
24 with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair
25 business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

26 77. Plaintiff and class members are victims of Defendants' unfair and/or unlawful conduct
27 alleged in this Complaint, and Plaintiff, as an individual and on behalf of others similarly situated,
28 seeks full restitution of the moneys as necessary and according to proof to restore all monies withheld,

1 acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and
2 17208.

3 78. Plaintiff does not have an adequate remedy at law for past or future violations, to the
4 extent the statute of limitations on each of the alleged causes of action do not extend to the four year
5 limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order
6 violations do not provide a private right of action.

7 79. Plaintiff and class members are entitled to injunctive relief against Defendants,
8 restitution, and other equitable relief to return all funds over which Plaintiff and class members have
9 an ownership interest and to prevent future damage and the public interest under Business and
10 Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest,
11 attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure
12 § 1021.5.

13 **SEVENTH CAUSE OF ACTION**

14 **UNPAID SPLIT SHIFT PREMIUM WAGES**

15 **Violation of Labor Code § 1198; IWC Wage Orders**

16 80. All outside paragraphs of this Complaint are incorporated into this section.

17 81. At all relevant times, Section 4(C) of the applicable California Industrial Welfare
18 Commission ("IWC") Wage Orders (including Wage Order 5) required employers to pay an employee
19 who works a split shift one (1) additional hour's pay at the minimum wage in addition to the minimum
20 wage for that workday.

21 82. Pursuant to the applicable IWC Wage Orders, a "**split shift**" is defined as a work
22 schedule that is interrupted by non-paid, non-working periods established by the employer, other than
23 bona fide rest or meal periods.

24 83. California Labor Code § 1198 makes unlawful the employment of any employee under
25 conditions prohibited by the orders of the IWC. Further, California Labor Code § 1194 provides an
26 employee the right to recover unpaid minimum wages (including split shift premiums), along with
27 statutory interest, reasonable attorneys' fees, and costs of suit.

28 84. During the relevant liability period, Defendants maintained an unlawful corporate

1 policy and practice of failing to compensate Plaintiff and Class Members for split shift premiums when
2 assigned to work split shifts.

3 85. Defendants knew or should have known that Plaintiff and Class Members were entitled
4 to receive split shift premium wages, yet willfully failed to pay these earned wages in violation of
5 California law.

6 86. As a direct and proximate result of Defendants' unlawful policies and practices,
7 Plaintiff and Class Members have suffered damages in the form of unpaid split shift premium wages.

8 87. Pursuant to Labor Code §§ 1194 and 1198, Plaintiff and class members are entitled to
9 recover unpaid split shift premium wages according to proof, pre-judgment interest on all unpaid
10 wages pursuant to California Labor Code § 1194 and California Civil Code §§ 3287 and 3289, and
11 reasonable attorneys' fees and costs of suit pursuant to California Labor Code § 1194(a).

12 **EIGHTH CAUSE OF ACTION**

13 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

14 **Violation of Labor Code §§ 2698 *et seq.***

15 **(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)**

16 88. All outside paragraphs of this Complaint are incorporated into this section.

17 89. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
18 the following "aggrieved employees" pursuant to the Private Attorneys General Act ("PAGA"),
19 codified as Labor Code section 2698 *et seq.*:

20 a. All current and former non-exempt employees who worked for Defendants in
21 California at any time from one year prior to the postmark date of the initial
22 PAGA notice through date of trial.

23 90. Plaintiff reserves the right to amend, supplement, or add to this description of the
24 aggrieved employees, according to proof.

25 91. The State of California, via the Labor and Workforce Development Agency
26 ("LWDA"), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
27 *Int'l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The "government entity on whose behalf the plaintiff
28 files suit is always the real party in interest."])

1 92. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
2 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
3 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
4 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
5 action brought by an aggrieved employee on behalf of the employee and other current or former
6 employees against whom a violation of the same provision was committed pursuant to the procedures
7 specified in Section 2699.3. “

8 93. Any allegations regarding violations of the IWC Wage Orders are enforceable as
9 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
10 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

11 94. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
12 penalties under the PAGA.

13 95. On or about **July 16, 2026**, Plaintiff paid the requisite PAGA filing fee and provided
14 written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of
15 Defendants’ alleged Labor Code violations, including the facts and theories to support the alleged
16 violations.

17 96. A true and correct copy of Plaintiff’s written PAGA notice, entitled “Notice of Labor
18 Code Violations” is attached hereto as Exhibit 1 and incorporated by reference as though fully set
19 forth herein (the “PAGA notice”).

20 97. To date, neither Plaintiff nor Plaintiff’s counsel has received a response to Plaintiff’s
21 written PAGA notice from the LWDA.

22 98. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
23 Plaintiff nor Plaintiff’s counsel has received written notice by certified mail from any defendant
24 providing a description of any actions taken to cure the alleged violations.

25 99. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
26 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate
27 the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all
28 prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

100. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

- a. ***Unpaid Split Shift Premium Wages.*** Violation of Labor Code § 1198; IWC Wage Orders.
- b. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.
- c. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.
- d. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.
- e. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.
- f. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- g. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

101. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;

- 1 f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
2 g. For restitution and injunctive relief;
3 h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by
4 law, including (without limitation) under Labor Code §§ 218.5, 226, and Code of Civil
5 Procedure § 1021.5.
6 i. For recovery of damages in amount according to proof;
7 j. For all recoverable pre- and post-judgment interest;
8 k. For this action to be maintained as a representative action under the PAGA;
9 l. For Plaintiff and counsel of record to be provided with all enforcement capability as if
10 the action were brought by the State of California or the California Division of Labor
11 Enforcement;
12 m. For recovery of all civil penalties and other recoverable amounts under the PAGA;
13 n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
14 permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699,
15 and Code of Civil Procedure section 1021.5 and any other applicable sections; and
16 o. For such other relief the Court deems just and proper.

17
18 Dated: September 24, 2026

Ferraro Vega Employment Lawyers, Inc.

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20 Rick A. Waltman
21 Ricardo De Leon
22 Attorneys for Plaintiff Jeda Barclay
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27
28

EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

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619-693-7727
619-350-6855 fax
ferrarovega.com

July 16, 2026

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL

- Electronic Return Receipt -

Showa Hospitality, LLC
6265 Greenwich Dr, Suite 240
San Diego, CA 92122

Robertson Sushi Corp.
6265 Greenwich Dr, Suite 240
San Diego, CA 92122

Nishi USA Corp
6265 Greenwich Dr, Suite 240
San Diego, CA 92122

Sakana USA Corp
6265 Greenwich Dr, Suite 240
San Diego, CA 92122

Showa Ramen Corp
6265 Greenwich Dr, Suite 240
San Diego, CA 92122

Taco Chop 100% Mexican Grill, Inc.
6265 Greenwich Dr, Suite 240
San Diego, CA 92122

Taconvoy Corp
6265 Greenwich Dr, Suite 240
San Diego, CA 92122

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **JEDA BARCLAY** (“Plaintiff(s)”) and all the “covered employees” of the following “Defendant(s)”:

**SHOWA HOSPITALITY, LLC; NISHI USA CORP; SHOWA RAMEN CORP;
TACONVOY CORP; ROBERTSON SUSHI CORP; SAKANA USA CORP; TACO
CHOP 100% MEXICAN GRILL, INC.**

Defendants shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an “aggrieved employee”—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff’s counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Hostess from August 2024 to January 2026. During their employment Plaintiff and the other covered (i.e., aggrieved) employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The “aggrieved employees” include Plaintiff and the following individuals:

All current and former non-exempt employees, including those misclassified as non-exempt, who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the “covered employees” and the “PAGA Period”). As defined, these covered current and former employees are “aggrieved employees” under PAGA.

Plaintiff reserves the right to expand or narrow the definition of the “covered employees” in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for

Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Split Shift Premium Wages **Violation of Labor Code § 1198; IWC Wage Orders**

Defendants violated Labor Code sections 1198 and Section 4(C) (Minimum Wages) of the applicable IWC Wage Orders concerning split shift premium wages with respect to the covered employees.

Section 4(C) of the applicable IWC Wage Orders requires that when “an employee works a split shift” the employer must pay one additional hour’s pay at the minimum wage “in addition to the minimum wage for that workday.” According to the IWC Wage Orders’ definition sections, a “split shift” is defined as a work schedule that is “interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.” Labor Code section 1198 authorizes enforcement of the split shift provisions of the IWC Wage Orders.

Defendants maintained an unlawful policy and practice of failing to pay split shift premium wages to the covered employees. Defendants consistently assigned Plaintiff and the covered employees to work split shifts. For example, on information and belief, Plaintiff and the covered employees regularly worked double shifts where their workday was split by the restaurant's closure from 2:30 p.m. to 5:00 p.m. Plaintiff’s time records regularly show Plaintiff clocking out from the first shift and clocking back in for the second shift between 4:00 p.m. and 4:30 p.m. to prepare the restaurant for reopening at 5:00 p.m. However, Defendants never paid Plaintiff and the covered employees a split shift premium during their employment.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages **Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the covered employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. See *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049. Labor Code section 226.7 requires that if a meal period

is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) both "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal.5th 257, 266-276 (emphasis added). If these two requirements are not met, then the Employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal.5th 444, 459.

Plaintiff and the covered employees routinely experienced missed and non-compliant meal periods due to Defendants' practices and/or policies of assigning heavy workloads and understaffing their restaurants. For example, Plaintiff was routinely unable to take her meal periods because she was required to perform her duties without any operational coverage to relieve her. Throughout her shifts, Plaintiff was required to simultaneously answer phones, book and seat reservations, bus and set tables, clear glassware, and prepare drinks for customers. Additionally, she was responsible for managing table turnover times, coordinating server timelines, and closing out all to-go orders. Because she was required to constantly perform these overlapping tasks without any relief staff to cover her stations, Plaintiff was unable to step away from her duties and was forced to miss her meal periods entirely.

Every time Plaintiff and the covered employees received a non-compliant meal period, Defendants owed them a meal period premium at their regular rate of compensation. However, during Plaintiff's employment with Defendants, Plaintiff never received a meal period premium. Plaintiff alleges, based on information and belief, that this was a matter of common policy and practice with respect to other covered employees.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the covered employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

As discussed above, due to Defendants' policies and/or practices of assigning heavy workloads and chronically understaffing their restaurants, Plaintiff and the covered employees routinely experienced missed and non-compliant rest periods. Specifically, Plaintiff was never able to take a single rest period during her entire period of employment because she was responsible for various tasks to be completed simultaneously without proper coverage which made it impossible to step away from her duties. As a result, Plaintiff had no choice but to forgo her rest periods entirely to keep the restaurant running.

When Plaintiff and the covered employees received these non-compliant rest periods, they were owed rest period premiums at their regular rate of compensation. However, during Plaintiff's employment with Defendants, Plaintiff never received a rest period premium. Plaintiff alleges, based on information and belief, that this was a matter of common policy and practice.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the covered employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice.

As described above, Defendants failed to pay Plaintiff and the covered employees all wages owed for split shift premiums and rest period premiums.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the covered employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours’ notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours’ notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to the covered employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements **Violation of Labor Code §§ 226, 226.3**

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the covered employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the covered employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the wage statement.

Plaintiff and the covered employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and the covered employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and the covered employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the covered employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys’ Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of the covered employees and the State of California. Plaintiff continues to incur attorneys’ fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the covered employees specified in this notice. Evidence includes, but is not limited to, Defendants’ written employment and payroll policies and handbooks; the covered employees’ personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronic data in Excel or similar format. Memoranda and

internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the covered employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

A handwritten signature in blue ink that reads "Ninel Kocharyan". The signature is fluid and cursive, with the first name "Ninel" and last name "Kocharyan" clearly distinguishable.

Ninel Kocharyan

AR

Cc Jeda Barclay
Cristina Murillo, Defense Counsel, cristina@tencersherman.com